

## SCHEDULE 2

### TERMS WHICH MUST BE INCLUDED IN A FULL NETWORK ACCESS AGREEMENT

#### **Liability of the registrar**

**14.**—(1) Provision that, subject to paragraph 16, excludes the registrar from liability for any loss resulting from—

- (a) the exercise of any right, remedy or discretion which the registrar is entitled to exercise under statutory authority, the general law or the terms of the agreement,
- (b) any failure by the Subscriber to comply with the agreement or with any legal or professional obligation except to the extent that the failure is itself caused by a breach of the agreement or breach of duty by the registrar,
- (c) loss or corruption of data or records held on the Subscriber’s System,
- (d) any damage caused to the Subscriber’s System by any failure on the part of the Subscriber to provide and maintain effective up-to-date measures against computer viruses, or to use the most up-to-date software and components of the land registry network issued by the registrar, and
- (e) the unauthorised alteration or modification of the whole or any part of the land registry network or the unauthorised combination of the land registry network with any other material or software by the Subscriber or any third party, including in particular but without limitation, any loss or damage of whatsoever nature caused by the introduction of a computer virus, worm or software to similar effect into the land registry network.

(2) In this paragraph, “the Subscriber’s System” means the Subscriber’s computing resources, computer hardware, software, and other information technology infrastructure.