

SCHEDULE 3

rule 6

THE GROUNDS ON WHICH THE REGISTRAR MAY TERMINATE A FULL NETWORK ACCESS AGREEMENT

1. That the Subscriber has ceased to be a person with whom the registrar would be obliged to enter into an agreement.
2. That the Subscriber—
 - (a) has become insolvent, or
 - (b) is an individual who, in relation to any aspect of the use of the land registry network, lacks capacity within the meaning of the Mental Capacity Act 2005⁽¹⁾.
3. That the practice of the Subscriber has been the subject of an intervention.
4. That there has been a serious breach of the agreement.
5. That the Subscriber has failed to comply with a default notice given to him by the registrar.
6. In this Schedule—
 - (a) “default notice” has the meaning given in paragraph 3 of Schedule 2,
 - (b) “insolvent” means—
 - (i) where the Subscriber is an individual, a bankruptcy petition has been presented to the court against the Subscriber or an individual voluntary arrangement has effect in relation to the Subscriber,
 - (ii) where the Subscriber is not an individual, a winding-up petition has been presented to the court against the Subscriber, the Subscriber is in administration, the Subscriber is being wound up, there is an administrative receiver of the Subscriber, or a voluntary arrangement has effect in relation to the Subscriber, or
 - (iii) whether or not the Subscriber is an individual, an event affecting the Subscriber occurs in another jurisdiction which in the opinion of the registrar is similar to any of those mentioned in paragraphs (i) and (ii),and the events of insolvency mentioned in paragraphs (i) and (ii) shall be interpreted in accordance with the Insolvency Act 1986 and the Insolvent Partnerships Order 1994⁽²⁾, and
 - (c) “serious breach” is to be interpreted in accordance with paragraph 2 of Schedule 2.

⁽¹⁾ 2005 c.9.

⁽²⁾ S.I. 1994/2421, amended by S.I. 1996/1308, S.I. 2002/1308, S.I. 2002/2708, S.I. 2005/1516 and S.I. 2006/622; there are other amending instruments but none is relevant.