



Land Registration Act 2002 Scope of this guide

This guide deals with the statutory scheme that applies to the correction of certain types of mistake on the register (rectification) and the payment of compensation (indemnity). It includes information on making an application for rectification and indemnity (including reimbursement of costs and other expenses), on points to consider in cases of fraud and on other circumstances when indemnity may be payable. The guide is aimed at solicitors and other legal advisers.

Contact details

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Rectification and indemnity

Update – This edition of the guide replaces the November 2008 edition. The guide has been amended as a result of a review of our practice on general boundaries.

1 Abbreviations and terms used

In this guide:
‘business day’ means a day on which Land Registry is open to the public;
‘conveyancer’ means a solicitor, a licensed conveyancer within the meaning of s.11(2), Administration of Justice Act 1985, a Fellow of the Institute of Legal Executives, a barrister, a duly certificated notary public, or a registered European lawyer (as defined) (r.217(1), LRR 2003). Where appropriate they include in-house conveyancers as well as those in private practice;
‘LRA 2002’ means the Land Registration Act 2002;
‘LRR 2003’ means the Land Registration Rules 2003;
‘standard form restriction’ means one of the restrictions prescribed in Schedule 4, LRR 2003;
‘the adjudicator’ means the Adjudicator to HM Land Registry;
‘the adjudicator rules’ means The Adjudicator to Her Majesty’s Land Registry (Practice and Procedure) Rules 2003;
‘the referral to the adjudicator rules’ means The Land Registration (Referral to the Adjudicator to HM Land Registry) Rules 2003.

2 The statutory scheme

The LRA 2002 lays down the circumstances in which a mistake in the register can be put right, and when it can’t. This is coupled with a scheme to compensate those who suffer loss because of a mistake on the register, whether or not it is corrected.

2.1 When can a register be altered?

The circumstances in which a register can be altered are set out in Schedule 4, LRA 2002. Alterations can be ordered by the court or effected by the registrar to:

- correct a mistake
- bring the register up to date
- give effect to any estate, legal right or interest that is not affected by registration (because the land has been registered with good leasehold, possessory or qualified title)
- remove a superfluous entry (only the registrar, not the court, has this power).

If the court makes such an order, it should be served on the registrar by making an application under r.127, LRR 2003 in form AP1. Land Registry must then give effect to it.

This guide is concerned with a particular type of alteration, which is classified as 'rectification'.

The registrar is obliged to rectify the register unless there are exceptional circumstances that justify not doing so. This does not mean the registrar can override an objection to a proposed rectification – see section 3.3 *Objections and disputes*.

Likewise, the court must make an order for rectification if it has power to do so, unless there are exceptional circumstances that justify its not doing so.

2.2 What is rectification?

This is the correction of a mistake that prejudicially affects the title of a registered proprietor.

For example, the correction may adversely affect the value of the land or the value of a charge over the land. The removal of land from a title will not be regarded as prejudicial if it is to show the general boundary in a more accurate position.

An alteration that reflects an overriding interest will not amount to rectification. This is because these interests, that are set out in Schedules 1 and 3, LRA 2002, are binding on a registered proprietor even though they are not mentioned on the register. A title will not, therefore, be adversely affected if details of an overriding interest are added to the register.

2.3 Limitations on the power to rectify

If the registered proprietor is in possession of the land in question (see section 2.4 *What is meant by a registered proprietor in possession?*), the register can only be rectified if they agree.

This restriction does not apply if either:

- the registered proprietor has caused or substantially contributed to the mistake because they have either been fraudulent or not exercised sufficient care, or
- it would be unjust not to correct the mistake.

2.4 What is meant by a registered proprietor in possession?

S.131, LRA 2002 makes it clear that this means physical possession, and that it extends to a person (other than a squatter) who is entitled to be registered as proprietor.

However, there are four types of relationship where slightly different rules apply and the possession of another person is attributed to the registered proprietor. This will be the case where:

- the registered proprietor is a landlord and the person in possession is the tenant
- the registered proprietor is a mortgagor and the person in possession is the mortgagee
- the registered proprietor is a licensor and the person in possession is the licensee
- the registered proprietor is a trustee and the person in possession is the beneficiary.

In these cases, the tenant, mortgagee, licensee and beneficiary do not have to be in physical possession themselves. It will be sufficient if they are treated as being in possession, eg if a tenant has sublet.

2.5 Compensation

Mistakes on the register can result in losses to those affected by them. The statutory compensation scheme covers anyone who suffers loss as a result of:

- the rectification of the register – see section 2.2 *What is rectification?* for an explanation
- a mistake on the register that could have been rectified but was not
- a mistake on the register before it was rectified.

None of these categories require the person concerned to establish that Land Registry (or anyone else) was responsible for the mistake. This compensation is referred to in the legislation and throughout this guide as 'indemnity' – see section 5 *Applications for indemnity* for more information.

3 Applying for rectification

3.1 The application

If you are not sure whether there is a mistake on the register, you should contact Land Registry with as much information as you have available and, if appropriate, we will look into the matter for you. (Not everyone has the right to challenge a possible mistake on the register.) We will tell you if we think that we have found a mistake. We will also tell you what procedures you need to follow if you want to make an application for the mistake to be corrected.

A formal application is necessary as we do not have the power to correct a mistake without following the procedures mentioned in sections 3.2 *Notices and 3.3 Objections and disputes*. This means that an application may be challenged, in which case the challenge must be dealt with before we can rectify the register.

If you know that there is a mistake on the register and you want to make an application for the mistake to be corrected, you must complete form AP1 (r.13, LRR 2003), available from law stationers or you can download it free of charge from our website. Send this form to the proper Land Registry office with full details of the mistake and the correction you wish the registrar to make and why. We may ask for additional information if we consider this to be appropriate.

A list of the proper Land Registry offices serving local authority areas in England and Wales is published in Practice Guide 51 – *Areas served by Land Registry offices*. This is available from any Land Registry office or from our website.

Under the current Land Registration Fee Order, a fee is payable for any application to alter the register, based on the value of the property. In many cases (for example if the error has been caused by Land Registry) the fee will be refunded. In view of this, in appropriate cases an initial fee will not be insisted on.

3.2 Notices

We will always give notice of an application to rectify the register to:

- the registered proprietor of any land or registered charge affected by the proposed correction
- anyone who appears to be entitled to an interest protected by a notice, provided we have details of their name and address for service.

We are entitled to make whatever enquiries we consider to be appropriate, that may reveal other parties who could be affected by the proposed correction. In these cases, we will usually give them notice of the application as well.

Anyone who receives a notice will be given, under r.197(2), LRR 2003, at least 15 business days in which to respond.

3.3 Objections and disputes

If anyone objects to the proposed correction then, unless the objection is groundless, the registrar cannot complete the application to rectify the register until the objection has been disposed of. The applicant will be notified of the objection. If the applicant wishes to proceed with the application, we will then ask all the parties whether they wish to negotiate and whether they consider that it may be possible to settle the matter by agreement. If so, the parties will be allowed a period of time to see if they can reach an agreement. However, as soon as it becomes clear that they are unable to do so, we must refer the matter to the adjudicator. We will do this immediately, if the parties do not want to negotiate.

What happens in the event of an objection and dispute is covered in detail in Practice Guide 37 – *Objections and disputes – A guide to Land Registry practice and procedures*.

4 Rectification and fraud

The procedure for correcting a mistake that is due to fraud is the same as with any other mistake, as set out in section 3 *Applying for rectification*.

However, there will be further points to consider in these cases.

4.1 Forgeries

4.1.1 Proof

The applicant will also have to prove that the document in question was forged. As a result, they will have to consider very carefully what proof of the forgery may be available and what proof they can obtain. In many cases a report from a handwriting expert will be required. If we are holding the original document, then it may be released for a report to be prepared. Under r.205, LRR 2003, the registrar may release any original document upon whatever terms considered appropriate. However, Land Registry is not obliged to keep original documents and in many cases these will be destroyed and electronic copies retained instead.

As well as applying to Land Registry for rectification of the register, the alleged forgery should be reported to the police. Full details, including the crime reference number and contact details of the officer in charge, should be supplied to Land Registry as we may want to liaise with the police.

4.1.2 Uncontested cases

Even in cases where the forgery is admitted, we will still want to see some evidence, such as the report of a handwriting expert. The registrar will need to be satisfied that the register should be rectified, not least because such applications for rectification are invariably followed by a claim for indemnity.

4.2 Suspected fraud or forgery

If someone suspects that a fraud has taken place or is about to take place in relation to their property, they should contact us immediately. In many cases, we will be able, on application, to enter a standard form restriction LL on the register, that requires a certificate to be given by a conveyancer that they are satisfied that the person who executed a document lodged for registration as disponent is the same person as the proprietor.

It will also be advisable to take legal or other professional advice to try to minimise any loss.

5 Applications for indemnity

5.1 When can a claim be made?

5.1.1 Mistakes

A right to claim indemnity will arise if:

- there is a mistake on the register, and
- the correction of that mistake would prejudicially affect the title of the registered proprietor of the land in question or a charge over that land, or has already done so.

In most cases, the claimant will either have made an application for rectification or will be one of the parties who was notified of an application.

Indemnity may be payable when:

- the correction of a mistake has caused loss. If a mistake on the register has been corrected and the correction has adversely affected the title in question, then anyone who suffers loss as a result of that correction will be entitled to claim indemnity
- a mistake caused loss before it was corrected. If a mistake on the register has been corrected and the correction has adversely affected the title in question, then anyone who suffered loss as a result of the mistake before the register was rectified will be entitled to claim indemnity
- a mistake that is not corrected has caused loss. If the existence of a mistake has been established but it has not been corrected, then, if the correction would have adversely affected the title in question, anyone who suffers loss as a result of that mistake will be entitled to claim indemnity.

Mistakes are not always corrected. Rectification will not be appropriate when:

- the registered proprietor is in possession and neither of the exceptions mentioned in section 2.3 *Limitations on the power to rectify* are applicable
- there are exceptional circumstances that justify not rectifying the register.

5.1.2 Other circumstances

A person may also claim indemnity for any losses that are the result of:

- a mistake in an official search

- result or an official copy issued by Land Registry
- a mistake in a copy of a document referred to on the register, where the copy document is held by Land Registry
- the loss or destruction of a document that has been lodged at Land Registry for inspection or safe keeping
- a mistake in the cautions register
- Land Registry failing to notify a chargee under r.106, LRR 2003 when certain statutory charges are entered on the register.

5.2 How to make a claim

A claim may be made by letter and, where the claim arises out of a mistake, should be accompanied by the following information and evidence.

- Details of the mistake and any correction of that mistake.
- What loss has been suffered.
- An explanation of why the loss is the result of the mistake or the correction.
- Details of the amount claimed, if possible, and how this has been calculated.
- If the loss includes fees and/or other bills and expenses, evidence that these sums have been paid, for example receipted invoices or tickets.

A claim can be made before all the evidence is available, but we will need to see sufficient evidence before a claim can be agreed.

6 The right to apply to the court for indemnity

The majority of applications for indemnity are settled by agreement between the claimant and Land Registry.

However, a claimant can ask the court to decide whether or not they are entitled to indemnity and, if so, how much. This right is set out in paragraph 7 of Schedule 8, LRA 2002.

An application may be made to either the County Court or the High Court as appropriate under the Civil Procedure Rules 1998.

A claimant has six years from the date they become aware of their claim, or should have become aware of their claim (paragraph 8

of Schedule 8, LRA 2002), in which to make an application to the court. After this period they lose the right to ask the court to decide whether they are entitled to indemnity and, if so, how much.

7 Restrictions on claims for indemnity

7.1 Mines and minerals

It is only possible to claim indemnity in respect of mines or minerals if there is a note on the register confirming that they are included in the title (paragraph 2 of Schedule 8, LRA 2002). Such notes will not automatically be made when land is registered that may include mines and minerals. A specific application must be made under r.71, LRR 2003.

7.2 Lapse of time

As explained in section 6 *The right to apply to the court for indemnity*, a claimant will lose their right to apply to the court for indemnity after six years.

7.3 Fraud

If any part of the claimant's loss has been caused by their own fraud, then they lose the right to indemnity (paragraph 5(1)(a) of Schedule 8, LRA 2002). In certain circumstances, this may extend to a loss that has been caused by the fraud of the claimant's predecessors in title (paragraph 5(3), Schedule 8, LRA 2002).

7.4 Lack of proper care

A claimant also loses the right to claim indemnity if their own lack of proper care caused their loss (paragraph 5(1)(b) of Schedule 8, LRA 2002). As with fraud, in certain circumstances this may extend to a loss caused by lack of proper care on the part of the claimant's predecessors in title (paragraph 5(3) of Schedule 8, LRA 2002).

7.5 Contributory negligence

There may be circumstances where the claimant has partly contributed to the loss they have suffered by their lack of proper care. In these cases any indemnity payable may be reduced. Any reduction should reflect the claimant's share in the responsibility for the loss (paragraph 5(2) of Schedule 8, LRA 2002). This will, therefore, mean making an assessment of the extent to which the claimant and/or

others, including Land Registry, were responsible for the loss.

7.6 Maladministration

This is not covered by the statutory scheme and is discussed in section 12 *Maladministration*.

8 Assessing indemnity

8.1 Types of loss

Costs and expenses incurred as a result of a mistake or rectification are covered in section 9 *Costs and other expenses* as there are specific rules relating to the recovery of these items.

This section covers all other financial losses. It is not possible to list or categorise them as any loss may be the subject of indemnity, provided it has been caused by the mistake or the rectification. This is essentially a legal question.

Some examples would include:

- the value of an area of land removed from a title
- the reduction in the value of a property because, following rectification, it is subject to a right of way that did not affect it beforehand
- the amount a mortgagee is unable to recover after their charge has been removed from the register because it turns out to be a forgery.

In many cases, a valuation of the land will be necessary in order to quantify the loss.

8.2 Valuations

8.2.1 Maximum values

There are limits on the amount of indemnity payable if the indemnity relates to the loss of land, an interest in land or a charge.

If the loss was caused by the rectification of the register, indemnity is capped at the value of that land, interest or charge immediately prior to rectification. (The fact that the register is to be rectified is ignored for these purposes.)

If the loss is caused by a mistake that is not corrected, or a mistake before the register was rectified, indemnity is capped at the value of the land, interest or charge at the time the mistake was made. The amount paid may be higher once

interest has been calculated. This is covered in section 8.3 *Interest*.

8.2.2 The role of the District Valuer
The claimant will usually be invited to suggest a figure that they consider will recompense them for the loss of the relevant land, interest or charge. This is likely to require the advice of a qualified surveyor or valuer, the cost of which will usually be recoverable as indemnity. Please refer to section 9 *Costs and other expenses* regarding the recovery of costs and expenses and, in particular, the need to obtain consent beforehand.

If Land Registry wishes to verify the reasonableness of the claim it will ask the District Valuer to provide a report, the cost of which will be borne by Land Registry. In some instances the claimant may be content to rely on the District Valuer's valuation without seeking their own independent valuation.

Land Registry will supply the District Valuer with full details of the conveyancing history of the matter and an explanation of how the problem has come about. This will ensure that the District Valuer has a full understanding of the background to the claim.

The District Valuer's report is confidential and cannot normally be disclosed to anyone other than Land Registry without the District Valuer's consent.

Small areas of land, for example part of a garden, cannot normally be valued in isolation. It will often be appropriate, therefore, for the parties to agree a valuation based on the difference between the value of the claimant's property with and without the land in question.

In cases where there has been a mistake but the register is not going to be rectified (paragraph 1(1)(b) of Schedule 8, LRA 2002), the District Valuer will normally be asked to provide a valuation as at the date when the mistake that caused the loss was made (paragraph 6(b) of Schedule 8, LRA 2002).

It will often be possible to reach a settlement in the light of the

District Valuer's report, although if there are substantial differences between the two valuations it may be necessary for the District Valuer to enter into negotiations with the claimant's valuer. As the District Valuer will be negotiating on behalf of Land Registry, any agreement that is reached will need our final approval.

The total sum paid to the claimant may not always fully reflect the agreed valuation since the claim may need to be reduced in the light of any contributory negligence on the part of the claimant – see section 7.5 *Contributory negligence*.

A list of District Valuers can be found on the Valuation Office website at www.voa.gov.uk

8.3 Interest

Under paragraph 9 of Schedule 8, LRA 2002 and r.195, LRR 2003, simple interest is payable on the agreed amount of any indemnity.

This will be calculated as follows.

- Where the period specified under r.195(1), LRR 2003 starts on or after 10 November 2008, at 1 per cent above the applicable Bank of England base rate¹ or rates.
- Where the period specified under r.195(1), LRR 2003 starts before that date:
 - for the part of the period before 10 November 2008, at the applicable rate or rates set for court judgement debts, and
 - for the part of the period on or after 10 November 2008, at 1 per cent above the applicable Bank of England base rate or rates.

However, interest will not be paid in respect of periods where the claimant has not taken reasonable steps to pursue the claim or, where relevant, the application for rectification (r.195(3), LRR 2003).

¹ Bank of England base rate means (a) the rate announced from time to time by the Monetary Policy Committee of the Bank of England as the official dealing rate, being the rate at which the Bank is willing to enter into transactions for providing short-term liquidity in the money markets or (b) where an order under s.19, Bank of England Act 1998 is in force, any equivalent rate determined by the Treasury under that section.

9 Costs and other expenses

9.1 Costs or expenses reasonably incurred

Reasonable costs and expenses are recoverable as indemnity (paragraph 3(1) of Schedule 8, LRA 2002).

9.2 The need for the registrar's consent

Only costs and expenses incurred with the registrar's consent are recoverable, unless:

- they had to be incurred urgently, and
- it was not reasonably practicable to apply for consent (paragraph 3(2) of Schedule 8, LRA 2002).

Consent is not required in these circumstances.

Where consent is required, it should be sought beforehand but it is possible to ask the registrar to give approval afterwards. A claimant will, however, run the risk that approval will not be given and the costs and expenses in question will not be recoverable.

Therefore we recommend that, except in the most urgent of cases, Land Registry is contacted as soon as it appears that there may be a mistake on the register that could lead to a financial loss of some kind. This will enable us to investigate the matter at an early stage. It will also help us to ensure that matters are dealt with in the quickest and most cost-effective way, avoiding unnecessary costs.

If consent is refused, those costs and expenses cannot be recovered as indemnity. However, it must be stressed that the fact that consent is given does not automatically mean that they will be recoverable. The claimant will still have to show that they are entitled to indemnity and that their claim meets the criteria set out in section 5.1 *When can a claim be made?*

These provisions relate to all costs and expenses that a claimant wants reimbursed by Land Registry, including those incurred in pursuing the claim for indemnity. However, they do not apply if the claimant and Land Registry disagree about the claimant's right to indemnity or the amount

payable, and the claimant applies to the court for the matter to be determined. In that case, the registrar's consent is not required in connection with any costs or expenses relating to those proceedings. The usual principles regarding recovery of costs in connection with court proceedings will apply and the unsuccessful party will usually be required to pay the other side's costs.

9.3 Expenses incurred when a claim is not established

The registrar may agree to reimburse an unsuccessful claimant for any reasonable costs and expenses incurred in pursuing the unsuccessful claim. The claimant should have obtained the registrar's consent before incurring the costs, but the registrar can still agree to reimburse the costs if the registrar subsequently approves them or considers that the costs or expenses had to be incurred urgently and it was not reasonably practicable to apply for consent.

9.4 Reduction in amount of costs payable

As with any claim for indemnity, the amount of any payment of costs or expenses may be affected by factors such as lack of proper care or contributory negligence on the part of the claimant (paragraph 5 of Schedule 8, LRA 2002) – see sections 7.3 *Fraud* and 7.5 *Contributory negligence*.

9.5 The costs of a claimant in person

While most claimants employ a solicitor or other legal representative to assist them in dealing with problems arising from a mistake on the register, others prefer to deal with the matter themselves. Provided the claimant has acted reasonably they will usually be able to be indemnified in respect of their out-of-pocket costs and expenses. Full details will be required, with receipts wherever possible. It is, therefore, advisable to keep a careful record of any expenses that may subsequently form part of a claim for indemnity.

A claimant who has not employed a legal representative will not be entitled to any 'costs' in respect of their own time, because these are not "costs or expenses incurred by the claimant in relation to the

matter" (paragraph 3(1) of Schedule 8, LRA 2002). However, they may be able to claim indemnity for any financial loss arising from the use of their own time in dealing with the mistake and/or the claim for indemnity.

The requirement for the registrar's consent applies to any claim for out-of-pocket costs and expenses and may apply to a claim for financial loss. Therefore, if a claimant thinks that they will be making a claim, they should approach the registrar for consent as early as possible.

9.6 Value Added Tax (VAT)

If the claimant is a registered, fully taxable person, and the costs and expenses that they wish to recover were supplied for the purposes of their business, they will be able to obtain an input credit for the VAT element of those costs and expenses. Any indemnity will, therefore, only be payable in respect of the costs incurred exclusive of VAT. Therefore, when it is possible that the claimant may be registered for VAT purposes, Land Registry will usually enquire about the position before any indemnity is agreed.

The services, for VAT purposes, will always have been rendered to the claimant. Any invoice or bill that forms part of the indemnity claim must, therefore, be addressed to the claimant, even if Land Registry has agreed to pay it.

10 'Without prejudice' and 'full and final settlement'

10.1 Without prejudice

You may find that if Land Registry makes you an offer of indemnity or writes to you discussing the basis on which indemnity may be agreed, its letters are headed 'without prejudice'. This means that this correspondence is written with a view to reaching an agreement on the amount of indemnity payable. If we fail to reach an agreement, the claimant may decide to start court proceedings, in which case neither the claimant nor Land Registry will be bound by the views expressed in the without prejudice correspondence. They may, if they wish, take a different line of argument in the court proceedings and the judge will not be aware of any earlier proposed compromise.

10.2 Full and final settlement

As negotiations in respect of indemnity, including any costs and expenses, draw to a close Land Registry will require the claimant to confirm that the agreed sum will be accepted in full and final settlement of the claim.

11 Rights of recourse

Under paragraph 10 of Schedule 8, LRA 2002, where indemnity is paid to a claimant for a loss the registrar is entitled to recover the amount paid from any person who has caused or substantially contributed to the loss by their fraud.

The registrar can also enforce any right of action that a claimant would have been entitled to enforce had the indemnity not been paid or that a person in whose favour the register has been rectified could have enforced if the register had not been rectified.

There are also specific provisions under the Housing Acts that provide for a right of recourse against a local authority if indemnity is paid where land has been registered in reliance on the accuracy of a certificate of title and there was an error in that certificate. Similar rights arise in cases where reliance has been placed on a certificate given by a housing action trust.

In some cases, indemnity is claimed by a claimant who has other possible avenues of recovery. For example, a purchaser may have a contractual right to damages from their vendor for a breach of contract. In such cases a claimant will not be required to embark upon litigation against a third party in order to mitigate their loss. Usually, Land Registry will accept that the claimant is entitled to the indemnity and that it is for Land Registry to pursue the claimant's rights under paragraph 10 of Schedule 8, LRA 2002.

The situation will be different if the claimant receives damages from a third party, that will usually be as the result of court proceedings. The amount received will reduce the loss suffered by the claimant and therefore the amount payable as indemnity.

Sometimes it may be appropriate for Land Registry to involve all relevant parties in negotiations before any payment of indemnity is made. If a payment is made to a claimant Land Registry may wish to obtain an undertaking to cooperate with Land Registry in enforcing their rights from them first.

Cases may arise where the person against whom rights of recourse are being pursued accepts their liability to reimburse Land Registry, but has insufficient funds to do so. In such cases it may be appropriate for the money to be paid in instalments or for any property that that person owns to be charged in favour of the registrar to secure the money owed.

12 Maladministration

The Independent Complaints Reviewer for Land Registry has described maladministration as a failure to carry out proper procedures or to meet published quality of service standards.

There is no statutory entitlement to compensation for maladministration but Land Registry may make a discretionary payment if a customer has suffered loss and is not entitled to indemnity under the LRA 2002.

Consolatory payments for distress and inconvenience are only made in exceptional circumstances and sums paid are nominal.

13 Enquiries and comments

If you have a particular concern that is not covered by this guide, please contact Land Registry in advance of the transaction – see the *Contact details* panel on the front cover of this guide.

If you have any comments or suggestions about our guides, please send them to:

Registration Change Group
Land Registry
Lincoln's Inn Fields
London
WC2A 3PH
(DX 1098 London/Chancery Lane)

You can obtain further copies of this and all our guides free from any Land Registry office or you can download them from our website at www.landregistry.gov.uk

Land Registry advisory policy

We offer advice to our customers through our publications and enquiry services and through the day-to-day handling of applications.

We provide factual information including official copies of registers, title plans and documents, searches and details of our forms and fees.

We provide procedural advice to explain how the land registration system works and how to make applications correctly. This includes:

- advice in advance of an application, where this is requested
- where an application is defective, advice as to the nature of the problem and what options, if any, are available to put it right
- an approval service for estate layout plans and certain other land registration documents.

There are limits to the advice that we will provide. We will not provide legal advice.

This means that:

- we will not approve the evidence to be produced in support of a registration application before we receive the application
- apart from procedural advice, we will not advise on what action to take
- we will not recommend a professional adviser but can explain how to find one.

We provide advice only about real cases, not about theoretical circumstances. We will not express a view on questions where the law is complex or unclear except where the question arises on a live registration application.

In providing this factual information and procedural advice we will:

- be impartial
- recognise that others may be affected by what we say
- avoid any conflict of interest.

Information in this guide

The information in this publication is for the purpose of providing general guidance about Land Registry's procedures and policies. It is intended only as a guide and does not cover every situation that may arise. It also does not limit Land Registry's ability to use its discretion when appropriate to do so, within the land registration legislation.

Peter Collis
Chief Land Registrar

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