

Dated 08 July 2015

- (a) **Her Majesty's Revenue and Customs (Valuation Office Agency)**
 - (b) **The Fourteen Assessors**
 - (c) **Land & Property Services**
and
 - (d) **Flood Re Limited**
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Go-live Memorandum of Understanding in respect of the
Exchange of Information for the Purposes of the FR Scheme



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1. INTRODUCTION

- 1.1 This Memorandum of Understanding ("**MoU**") sets out the agreement between the **Agencies** and **Flood Re Limited** in respect of the provision of certain data, as explained below.
- 1.2 A glossary of key terms and abbreviations can be found in **Appendix 5**.
- 1.3 The Parties acknowledge that:
- 1.3.1 this MoU is not intended to be legally binding and no legal obligation or legal rights shall arise between the Parties from the provision of this MoU although all **Parties** enter into this MoU intending to honour their obligations and to that extent each **Agency** respectively and independently warrants that it has full power and authority to enter into this MoU;
 - 1.3.2 to assist Flood Re to fulfil their statutory role and duties pursuant to the Water Act 2014, Flood Re have appointed a **Managing Agent** and Flood Re (and its **FR Hub Providers**) will need to have access to **Council Tax Data** provided by the Agencies and/or the **Property Tax Data Hub** to use them for the purposes of the **FR Scheme** only; and
 - 1.3.3 the FR Scheme will also require Council Tax Data to be made available by Flood Re to third parties, subject always to compliance with the provisions of **clause 2.6**.
- 1.4 Information will only be disclosed to Flood Re to the extent the **Requirements** are met and the relevant legal bases are detailed within this MoU where appropriate.
- 1.5 This MoU does not in itself create lawful means for the exchange of information; it simply documents the processes and procedures agreed between the organisations. The agreement should not be interpreted as removing or reducing existing legal obligations or responsibilities on each **Party**, for example where relevant, as **Data Controllers** under the **Data Protection Legislation**.

2. LEGAL BASIS OF AND PURPOSE OF PROVISION

- 2.1 All Parties are legally obliged to process personal data according to the requirements of the Data Protection Legislation and in accordance with **clause 6**.
- 2.2 **HMRC/VOA** is subject to the **CRCA** which covers the confidentiality of information held by the HMRC/VOA when it is lawful to disclose that information and legal sanctions for wrongful disclosure. As such, for HMRC/VOA, disclosure of

the **relevant HMRC council tax information** is precluded except in certain limited circumstances (including for the purposes of its functions, where there is a legislative gateway or with customer consent (see also **Appendix 1**)).

- 2.3 However, section 69 of the Water Act 2014 provides the permissive gateway required by the CRCA and which allows HMRC/VOA to disclose **the relevant HMRC council tax information** to any person who requires that information for purposes connected with the FR Scheme, either before or after such a scheme is established and designated. Accordingly, the Parties acknowledge that HMRC/VOA cannot be obliged to disclose the relevant HMRC council tax information.
- 2.4 To the extent any Agency discloses Council Tax Data (whether directly or indirectly) pursuant to **Appendix 4**, and/or provides information over and above the Council Tax Data pursuant to this MoU, each such Agency will be responsible for satisfying itself that it has the necessary power and that it is lawful for it to do so.
- 2.5 The Parties agree that the Council Tax Data in relation to households in Scotland and Northern Ireland is not held for council tax purposes by HMRC/VOA and is not relevant HMRC council tax information within the meaning of section 69 of the Water Act 2014; and is held for local taxation purposes by the fourteen **Assessors** and **LPS** respectively and is disclosed by them (even if for ease routed electronically via HMRC/VOA).
- 2.6 The Council Tax Data may only be onwards disclosed to third parties by Flood Re (and/or FR Hub Provider(s)) provided:
- 2.6.1 (And to the extent) such disclosure (subject to **clause 3.12**) meets the requirements of one of the **Recipient Scenarios**;
- 2.6.1 Where disclosed to a **FR Scheme Participant**, the recipient signs **End User Terms** with Flood Re which shall incorporate the relevant Recipient Scenario; and
- 2.6.2 the details of such **Recipient** and/or (subject to **clause 3.11.7**) **Regulatory Body** have been provided to the Agencies; and/or
- 2.6.3 subject to **clause 3.11.7** any other proposed onwards disclosure outside an approved Recipient Scenario is only made with prior written approval from the Agencies.

3. **TERMS ON WHICH DATA IS PROVIDED**

- 3.1 The Parties acknowledge that none of the Agencies guarantee to supply the Council Tax Data but the Agencies acknowledge that the FR Scheme is dependent on the flow of such Council Tax Data as envisaged by this MoU.
- 3.2 Subject to the conditions in **clause 3.3**, to Flood Re signing this MoU and accepting its terms and to **clauses 1, 2, 3.5, 6 and 8**, each of the Agencies will endeavour to provide the Council Tax Data to Flood Re, or as directed in writing by Flood Re to its nominated FR Hub Provider(s) on an ongoing basis until the sooner of the date of termination of this MoU as a whole, or the date on which the FR Scheme ceases to exist.
- 3.3 The supply in **clause 3.2** assumes the following conditions are met:
- 3.3.1 there is a statutory requirement for the relevant Agency to collect, maintain and hold their relevant respective data within the Council Tax Data;
 - 3.3.2 the FR Scheme is continuing;
 - 3.3.3 this MoU has not been terminated as a whole;
 - 3.3.4 Flood Re has a need for the relevant data within the Council Tax Data for the purposes of the FR Scheme;
 - 3.3.5 Flood Re's need for such data for the FR Scheme remains proportionate to the purposes; and
 - 3.3.6 it remains lawful and possible for the relevant Agency to provide the data (directly or indirectly) to Flood Re for the purposes of the FR Scheme.
- 3.4 No Party shall be liable for any delay in performing or failure to perform any of its obligations under this MoU due to events beyond its control and such delay or failure shall not constitute a breach of this MoU and the time for performance of the affected obligation(s) shall be extended by such period as is reasonable. The Party claiming events beyond their control shall promptly notify the other Parties in writing of the reasons for such event and its likely duration, which should not be in excess of three months, after the occurrence of the same and should use their reasonable endeavours to minimise the effect and duration of such event. Such instances shall be dealt with on a case by case basis in accordance with the provisions of **clause 10** below.
- 3.5 Insofar as relevant to the FR Scheme but not otherwise, in the event that there is any:

- 3.5.1 proposal to change the legislation affecting the collection, maintenance, use, or retention of any data within the Council Tax Data, in whole or part which would be likely to impact on the availability of and/or disclosure of any part of the Council Tax Data;
- 3.5.2 proposal to deal with the transition of the administration of the FR Scheme from Flood Re (whether in preparation for the expected expiry of the FR Scheme or otherwise);
- 3.5.3 actual or anticipated failure to meet the conditions in **clause 3.3**; and/or
- 3.5.4 other non-legal changes which are proposed in relation to the Council Tax Data which changes are likely to significantly restrict the lawful and/or operational / practical ability of any Agency to supply their Council Tax Data as envisaged by this MoU

the affected Agency/ies, shall endeavour to consult with each other and Flood Re on the impact of such proposals at the earliest possible opportunity, and use reasonable endeavours to try to take account of Flood Re views and agree any necessary changes to this MoU and/or other reasonable and appropriate actions(s).

- 3.6 Flood Re acknowledges that the Council Tax Data is collected, maintained and held by the Agencies for their respective local taxation purposes and that none of the Agencies make any express or implied warranties as to the merchantability or fitness of their Council Tax Data for any other particular purpose. Flood Re acknowledges that the Agencies have no responsibility for the way in which the Council Tax Data is interpreted or used based on the Flood Re's exercise of skill and judgement. In the event that the Council Tax Data as provided by any of the Agencies to Flood Re is inaccurate, inconsistent or otherwise incorrect, or if it is provided in an untimely manner, Flood Re shall discuss such issues with the Agencies in order to seek to resolve such issues if still outstanding and/or for the future.
- 3.7 Flood Re acknowledges that the date code provided by the Agencies may be derived from the date the Council Tax band or capital values applicable to the dwelling became effective or the date of refurbishment of the property and may not reflect the date of construction of the property.
- 3.8 Flood Re acknowledges that each Agency may not hold identical data fields for local taxation purposes and so each provides the relevant data they hold within the Council Tax Data and that the same data fields may not be provided in respect of each property record.

- 3.9 Subject to **clauses 3.6 to 3.8** the Agencies confirm that the data comprised in any disclosure of Council Tax Data, when provided to Flood Re (or as it directs) pursuant to this MoU, shall be the same as those data used for their statutory functions in the relevant Agency system at the time and date of the extract and shall be accurate to that extent only.
- 3.10 Flood Re acknowledges that, save to the extent liability cannot be excluded by **Law**, none of the Agencies have any liability to Flood Re for any loss or damage which they may suffer (whether direct, consequential or any other form of loss) as a result of any error or inaccuracy in the data provided under this MoU by any Agency (for themselves and on behalf of the other Agencies) or of any failure on the part of the statutory bodies to provide the data provided and Flood Re shall have no right to compel any Agency to supply their Council Tax Data.
- 3.11 Flood Re confirms that it will (directly or indirectly through the Managing Agent):
- 3.11.1 Not resell or redistribute the Council Tax Data, will disclose it to the extent and for those purposes permitted by this MoU only, and agree that any other use of the Council Tax Data is prohibited;
 - 3.11.2 ensure that the terms and conditions herein (including any relevant **UPRN Terms** in relation to the Council Tax Data for HMRC/VOA) are (in the same or substantially the same form) passed onto and obliged to be observed by each of the Recipients (and so that Royal Mail Group Limited and Ordnance Survey have third party rights under such terms), as set out in the End User Terms (which include the **UPRN Terms**);
 - 3.11.3 use reasonable endeavours (to the extent as set out in this MoU) to ensure the **Recipients** in **clause 3.11.2**) comply with the End User Terms;
 - 3.11.4 in the event that any material breach of the End User Terms by a Recipient comes to its attention, Flood Re shall notify the relevant Agencies of such material breach and shall otherwise comply with **clause 11.3**;
 - 3.11.5 acknowledge and agree that a Recipient to whom the Council Tax Data is disclosed by Flood Re (or any FR Hub Provider) may only use that information for the purposes of the FR Scheme and may not further disclose the information to third parties unless and to the extent permitted by this MoU (provided always that the Parties agree that Flood Re shall have no liability for use by any Regulatory Body or any further disclosure by them and provided that (save in respect of the FR Hub Providers) if any Recipient has entered into the relevant End User

Terms, Flood Re shall have no liability for any use by such Recipient including any breach of those terms);

3.11.6 comply with (and procure each of the FR Hub Providers comply with) **clause 2.6**;

3.11.7 only disclose the Council Tax Data to (including by allowing any Council Tax Data to be accessed in the Property Tax Data Hub by or otherwise shared with) any Regulatory Body in circumstances where and to the extent the disclosure:

3.11.7.1 is within a Recipient Scenario approved by the Agencies;

3.11.7.2 is otherwise mandatory under non-contractual legal obligations binding on Flood Re and/or the affected FR Hub Provider(s); and/or

3.11.7.3 is otherwise with the prior written approval of the Agencies

And provided that Flood Re shall (to the extent and as soon as permitted by Law) inform the Agencies in writing (in advance where possible and otherwise as soon as possible thereafter) of any request or demand for Council Tax Data by a Regulatory Body and even under **clauses 3.11.7.1 or 3.11.7.2** shall where possible consult with the Agencies in advance of any such disclosure and try to obtain their agreement/approval to the disclosure; and

3.11.8 create and maintain an up to date list of Recipients and (to the extent permitted by Law) Regulatory Bodies to whom the Council Tax Data has been disclosed pursuant to this MoU and provide a copy of the list (and records of such other details as Flood Re agrees to maintain in this MoU) to any Agency promptly following written request.

3.12 For the avoidance of doubt Flood Re may (and/or any Recipient may) make necessary and proportionate normal business conduct disclosures of information from the Council Tax Data to third party recipients without them signing relevant End User Terms or having a specific Recipient Scenario, such as householders requesting an insurance quote and the Parties agree that Flood Re (and/or the disclosing Recipient) shall not be responsible for such third party recipient.

3.13 To the extent that Flood Re directly processes the Council Tax Data (and whether by all or any of receiving, storing, accessing using, sharing, transmitting or otherwise disclosing or processing such details in whole or part) Flood Re agrees to comply with **clause 5**.

- 3.14 Subject to **clause 3.5**, in the event that Flood Re goes into liquidation (other than a solvent voluntary liquidation for the purposes of an amalgamation or reconstruction) the rights of Flood Re (and its appointed **Data Processors**) to hold and use the Council Tax Data will cease and they shall comply with the **Destruction Requirements**. For the avoidance of doubt, liquidation of any of the FR Hub Providers shall not affect the rights of Flood Re and any other FR Hub Providers and/or FR Key Service Providers and the liquidation of any FR Key Service Provider providing services to Flood Re shall not affect the rights of Flood Re or any other FR Key Service Provider and/or FR Hub Provider under this MoU.
- 3.15 Subject to **clause 3.5**, in the event of a takeover, merger, or acquisition of Flood Re (that results in Flood Re being replaced as the relevant legal entity who would process the Council Tax Data in whole or part) this MoU will not automatically be transferred to any third party without the express agreement of the Agencies (not to be unreasonably withheld or delayed) and in the event that agreement is not provided by the Agencies:
- 3.15.1 the rights of Flood Re (and its Data Processors) to hold and use the Council Tax Data supplied by the Agencies under this MoU will cease; and
- 3.15.2 Flood Re shall comply with the Destruction Requirements.
- 3.16 For the avoidance of doubt, takeover, merger or acquisition of any of the FR Hub Providers shall not affect the rights of Flood Re and any other FR Hub Providers and/or FR Key Service Providers and takeover, merger or acquisition of any FR Key Service Provider providing services to Flood Re shall not affect the rights of Flood Re or any other FR Key Service Provider and/or FR Hub Provider under this MoU.
- 3.17 Flood Re agrees that the Agencies may provide details of Flood Re's name and the relevant Flood Re related contact details as set out in **Appendix 2** to any party whose Intellectual Property Rights are included within the dataset provided under this MoU (**clause 9**) and where appropriate in the opinion of the Agencies (as may be relevant), to the Regulatory Bodies where needed for lawful purposes in connection with the FR Scheme.

4. **PROCEDURE**

- 4.1 The:
- 4.1.1 Council Tax Data to be provided by the Agencies pursuant to this MoU, subject to the limitations in **clauses 2, 6 and 8**; and
- 4.1.2 The frequency, form, format and timing of delivery of such Council Tax Data provided;

shall be agreed in writing by the respective Agencies and Flood Re from time to time and such details added to this MoU in **Appendix 4**, as may be amended, supplemented and/or replaced from time to time, by prior written agreement between Flood Re and the relevant Agency/ies.

- 4.2 The terms of this MoU will continue to apply to any Council Tax Data provided pursuant to this MoU and **Appendix 4** unless or until it is replaced by another agreement and such agreement expressly affects such prior provision.
- 4.3 Insofar as relevant to the supply of Council Tax Data pursuant to this MoU for the FR Scheme, but not otherwise, in the event of any relevant change to the way in which the Council Tax Data is formatted or stored or transferred by the Agencies, the Agencies shall endeavour to consult Flood Re as soon as possible and shall provide to Flood Re as much prior notice of such changes as possible, as a minimum being such lead-in time, or advanced warning as the Agencies may be required to give to any local council in relation to such change, so as to allow Flood Re time to make any necessary adjustments to its systems and technology to accommodate such changes.
- 4.4 Provided any transfer of Council Tax Data is made by a **Transfer Method**, the transfer (subject to compliance with the remainder of this MoU) may proceed without the need for individual checks on transfer method by and prior approval by any Agency. Any such proposed transfer outside the Transfer Methods would still require prior approval by the Agencies. For the avoidance of doubt, this provision shall not apply to disclosures pursuant to **clause 3.12**.
- 4.5 Where written agreement or approval of all or any Agencies is required pursuant to this MoU, or if it is decided as a result of issues arising that changes to this MoU are required, the Parties shall liaise using the "business as usual" contacts set out in **Appendix 2**.

5. **INFORMATION USE, HANDLING, SECURITY AND ASSURANCE**

- 5.1 Without limiting their legal obligations under Data Protection Legislation or otherwise, subject to **clause 2.6**, to the extent Flood Re directly processes the Council Tax Data, Flood Re undertakes to:
 - 5.1.1 Use the Council Tax Data only for purposes of the FR Scheme and that are legal under the legal basis on which they received it as set out in **clause 2**;
 - 5.1.2 Ensure that the integrity of Council Tax Data is maintained as required by law and that the Council Tax Data is not tampered with or subject to any unauthorised alterations;

- 5.1.3 Comply with the **Council Tax Security Standards** as set out in **Appendix 8**;
- 5.1.4 Ensure that within Flood Re only people who have a genuine business need to see the Council Tax Data will have access to it;
- 5.1.5 Only hold the Council Tax Data while there is a business need to keep it for the purposes of the FR Scheme (which for the avoidance of doubt, includes the need to retain previous disclosures for legal, audit, governance, management and compliance purposes;
- 5.1.6 Where there is no further need to retain the Council Tax Data (including pursuant to **clauses 3.3, 3.14, 3.15 and 5.1.6**), Flood Re shall securely destroy the relevant Council Tax Data in a manner consistent with the Council Tax Security Standards;
- 5.1.7 Take every reasonable measure to comply with the above requirements and provide assurance that they have complied with these undertakings, upon request;
- 5.1.8 Regularly review the assessment of risks to the Council Tax Data and the effectiveness of measures taken to mitigate risks; and
- 5.1.9 Subject always to the provisions of **clause 11**, agree that the Agencies reserve the right to carry out an audit of Flood Re and/or any Recipient which has accepted and signed End User Terms (where there is actual or reasonable belief of a breach, or on a random sample basis or as part of any relevant routine risk review) to assess compliance with the terms and conditions of this MoU (and/or compliance with relevant End User Terms) as required (including terms on which access to the Property Tax Data Hub has been granted / disclosure of Council Tax Data has been made and to whom, and any overseas locations where the data is stored; disclosures to Regulatory Bodies, records of Recipients and copies of completed End User Terms agreements). The Agencies would provide advance notice, of at least 4 weeks, of any audit (save in cases where there is a suspected or actual breach in which case audit may be immediate). For the purposes of auditing compliance with the Council Tax Security Standard, in particular the ISO27001 principles (relevant to the extent Flood Re directly processes any data within the Council Tax Data Extract), companies which have ISO27001 certification would be required to provide the scope and expiry date of certification, together with any further supporting evidence as necessary. Companies which are not ISO27001 certified would be required to complete a Statement of Assurance Framework (a copy of which can be located here

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/407358/Statement of Assurance SoA Questionnaire Final 2.0.ods](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/407358/Statement_of_Assurance_SoA_Questionnaire_Final_2.0.ods)

and which has been provided to the Managing Agent and updated versions of which shall be provided to Flood Re or the Managing Agent prior to it being required to be completed by any new FR Scheme Participant in the future) aligned to ISO27001, together with any further supporting evidence as necessary.

6. **RESPONSIBILITIES UNDER THE DATA PROTECTION LEGISLATION)**

- 6.1 The Council Tax Data to be provided under this MoU contains personal data for the purposes of the Data Protection Legislation in that it is data which relates to a living person whose identity can be deduced from it (alone or in combination with other information held).
- 6.2 A person receiving or processing personal data within the Council Tax Data as a Data Controller must comply with the core principles of the Data Protection Legislation, currently the eight principles of the **DPA**. For the avoidance of doubt and in relation to storing the Council Tax Data overseas (whether or not personal data), this includes compliance with the eighth DPA Principle: "Personal data shall not be transferred to a country or territory outside the EEA unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data". For the avoidance of doubt, if it is proposed that the Council Tax Data is to be offshored to a country/territory which is NOT within the EEA, or to a recipient in the US without a current Safe Harbor certification, or to a country or territory without a European Commission Positive Findings of Adequacy, written approval from the Agencies must be obtained in advance (and the Agencies will make all reasonable attempts to approve such offshoring and within a reasonable timescale providing at all times the offshoring proposal complies with Cabinet Office HMG Offshoring Policy for OFFICIAL). Any offshoring of Council Tax Data outside of the terms of **clause 6.2** will be considered a breach and subject to the provisions of **clause 11**.
- 6.3 The Parties agree that to the extent such Council Tax Data details have been made publicly available (whether by the relevant data subject and/or relevant Agency responsible for collecting and maintaining such information for local household taxation purposes), their use as envisaged pursuant to this MoU and/or **Appendix 5** terms is likely to be fair, lawful and meet a Schedule 2 DPA condition.

- 6.4 Flood Re will be the Data Controller in relation to the provision of the Council Tax Data to it (or to any FR Hub Provider and/or FR Key Service Provider to the extent processing such details on behalf of Flood Re).
- 6.5 The Council Tax Data provided is proportionate and required for a legitimate interests, the business need and/or under a public function in the public interest and is not excessive to need.
- 6.6 Each Data Controller Party shall comply with its obligations under the Data Protection Legislation in so far as relevant to this MoU.

7. **FREEDOM OF INFORMATION**

- 7.1 If the Agencies receives an **Information Request** (or resultant request for internal review, or **ICO** complaint or Tribunal (Information Rights) appeal) that relates to information supplied by, or about, Flood Re (and/or any FR Hub and/or FR Key Service Provider) then such Agency will use reasonable endeavours to inform Flood Re as soon as possible, invite their representations on the potential impact of disclosure (if any) within a reasonable period, where possible trying to provide 5 (five) working days for Flood Re to respond and enable the Agencies to consider such representations before deciding on any relevant disclosure.
- 7.2 In the event that Flood Re is or becomes subject to any legislation which obliges it to respond to any Information Request, if Flood Re receives an Information Request (or resultant request for internal review, or ICO complaint or Tribunal (Information Rights) appeal) that relates to information supplied by, or about, the Agencies then Flood Re will inform the Agencies as soon as possible, invite representations on the potential impact of disclosure (if any) within a reasonable period, where possible providing 5 (five) working days for the Agencies to respond and enable Flood Re to consider any such representations before deciding on any relevant disclosure.
- 7.3 In relation to **clauses 7.1** and **7.2** above, the Parties recognise that there is a statutory obligation to respond to Information Requests within a specific time period and as such, it may not always be possible to consult in advance and/or allow a full 5 (five) working days for any Party to respond to such consultation requests prior to making a decision on any response to an Information Request.
- 7.4 Each Party acknowledges that a public authority may disclose information where required to comply with its legal obligations in respect of an Information Request despite any representations from the other Party provided always that proper regard shall be given to compliance with section 69 Water Act 2014 and sections 19 and 23 of the CRCA prior to any proposed disclosure. Where pursuant to this MoU any Agency obtains information from, belonging, or related to any Industry Participant (or their Key Service Provider(s) and/or other third party service providers, where relevant) it shall likewise, consult Flood Re and where possible

such affected party and have proper regard to any financial, commercial and/or competition related consequences prior to any proposed disclosure.

- 7.5 All Parties acknowledge and understand that, despite the above, there may be occasions where a Party subject to the **FOIA** and/or **EIR** may be obliged to respond to an Information Request without the prior consultation and/or receipt of representations from any affected Party or individual, in order to comply with their statutory obligations under the FOIA and/or EIR.

8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The following UPRN provisions do not apply to the Council Tax Data to the extent supplied by LPS or fourteen Assessors.
- 8.2 Save for **clauses 8.4** and **8.5**, the following provisions of **clause 8** shall only apply to the extent that the HMRC/VOA supply UPRN data to Flood Re and can only provide those details to Flood Re (and for onwards disclosure) subject to acceptance of the relevant UPRN Terms. The UPRN as contained within the relevant HMRC council tax information is licensed to the VOA. Flood Re (and the FR Hub Provider(s) and FR Key Service Provider(s)) is licensed to use the UPRN under the terms of the UPRN Terms set out in **Appendix 3**. If there is any conflict between this MOU and the terms of **Appendix 3** then, insofar as the UPRN is concerned, the terms of **Appendix 3** will take precedence. Where directly processing the UPRN, Flood Re shall comply with the terms of **Appendix 3**. Flood Re shall procure that pursuant to the End User Terms, each End User shall acknowledge the terms of this **clause 8** and shall comply with the terms of **Appendix 3**.
- 8.3 For the avoidance of doubt, VOA may only supply the UPRN under the terms of this MoU while it is licensed to hold and use the UPRN. The provision of the UPRN under this MoU would cease in the event that no such licensing arrangement or alternative lawful provision (such as open data access) is in place.
- 8.4 Royal Mail Group Limited is the owner of intellectual property rights in the database known as PAF®, elements of which may be within the Council Tax Data, specifically the dataset referred to in **Appendix 4**. Flood Re acknowledges that it is not given any rights to use PAF® except as expressly set out in this MoU.
- 8.5 In the event that Flood Re directly or indirectly obtains the UPRN from Ordnance Survey:
- 8.5.1 on the basis of its own PMSA Member Licence in the future; or
 - 8.5.2 on an open data basis,

it shall comply with any relevant applicable terms and ensure that End User Terms impose any applicable terms on any Recipient and **Appendix 3** shall be revised as required from time to time accordingly.

- 8.6 For the purposes of compliance with **clause 9** of **Appendix 3** (or such other comparable approval to transfer clause as may be relevant in the event that **Appendix 3** is updated, amended and/or substituted during the term of this MoU), the Parties agree that VOA and Ordnance Survey shall be deemed to have consented to the disclosure of the Council Tax Data (including the UPRN) by Flood Re (and/or by any of the FR Hub Providers) where permitted by and subject to compliance with the terms of this MoU.

9. **INTELLECTUAL PROPERTY RIGHTS - GENERAL APPLICATION**

- 9.1 Subject to Royal Mail Group Limited's right to PAF® and Ordnance Survey's rights to UPRN data to the extent as set out in **clause 8**, Flood Re acknowledges the Crown's ownership and proprietary rights in the Council Tax Data provided under this MoU by the HMRC/VOA, and in the Domestic Valuation List Data provided by LPS and agrees that its permission to use the Council Tax Data is limited to the rights expressly conferred by this MoU. For the avoidance of doubt, the Parties acknowledge that the Crown does not own the Council Tax Data provided by the fourteen Assessors.
- 9.2 In relation to the Council Tax Data provided by the fourteen Assessors Flood Re acknowledges that its permission to use the Council Tax Data provided by the fourteen Assessors is limited to the rights set forth in this MoU.
- 9.3 Subject to **Clause 7** Flood Re agrees to keep confidential any information, (other than the Council Tax Data) supplied to it or its staff or officers by the Agencies and expressly designated as 'confidential'. This permission shall survive termination of this MoU.
- 9.4 The parties agree that such confidentiality obligations shall be subject to any legal obligations on a relevant Party (which may also affect those holding details on its behalf) to disclose the relevant details.
- 9.5 Nothing in this MoU (nor in the provision of the Council Tax Data pursuant to it) shall give Flood Re (or any Recipient, or any of their third party service providers)
- 9.5.1 Any intellectual property rights in respect of any of the Council Tax Data; or
- 9.5.2 Any exclusive rights in relation to any or all of the Council Tax Data.

- 9.6 Flood Re shall only be granted the temporary right to hold and/or use the Council Tax Data for as long as reasonably necessary for the purposes of the FR Scheme.

10. **ISSUES, DISPUTES AND RESOLUTION**

- 10.1 Where a problem arises it should be reported, in writing, to the designated contacts (listed in **Appendix 2**). The contacts will use reasonable endeavours to resolve the problem as soon as possible (where appropriate within two (2) days) depending on the nature, scope, urgency and/or timing of the issue (amongst other considerations). For the avoidance of doubt, this **clause 10** does not apply to breach remedy notices, breach reporting management and termination which are dealt with by **clause 11** below.
- 10.2 Where it is not possible to resolve the issue within two (2) days (or such other time as is reasonable and proportionate in the circumstances) or the issue is of such severity that the Party may be negatively affected, the issue will be escalated as necessary. They will be notified with an explanation of why the dispute has not been resolved so that they can take appropriate action for resolution or plan contingency arrangements.
- 10.3 Where the matter has been escalated, the organisations will use reasonable endeavours to negotiate a settlement in the spirit of joint resolution within 20 working days of a notification being received.
- 10.4 Any issues regarding ongoing delivery aspects of the information supply, such as data integrity or quality, should be addressed through 'business as usual' channels as detailed in **Appendix 2**.

11. **BREACH AND TERMINATION**

- 11.1 The Agencies acknowledge that the FR Scheme is dependent on the provision of the Council Tax Data pursuant to this MoU and that termination of this MoU and/or any End User Terms with a FR Hub Provider would affect the viability of the whole FR scheme and so termination rights in relation to them should only be used to the extent necessary and proportionate and shall not be exercised without prior consultation with Flood Re and, where possible, giving Flood Re sufficient time to implement alternative measures to enable the continuance of the FR Scheme.
- 11.2 Subject always to **clause 11.1**:
- 11.2.1 And subject to **clauses 3.3** and **3.5**, if any Agency can no longer lawfully supply the Council Tax Data to Flood Re pursuant to this MoU due to the conditions set out in **clause 3.3.1, 3.3.2, 3.3.4**, and/or **3.3.6** no longer being met, or in the event of any other significantly

serious reason which cannot be resolved between the Parties and will prevent the provision of the Council Tax Data by any Agency, the affected Agency/ies shall be entitled to terminate its/their participation in this MoU by giving to the other Parties 6 months prior written notice, or if not possible, as much prior written notice as possible; and/or

- 11.2.2 any Agency shall be entitled to terminate its participation in this MoU by giving to the other Parties 3 months prior written notice

Provided always that such notice shall not affect the MoU as between the remaining Parties, which shall continue to that extent.

- 11.3 Flood Re will report Council Tax Data losses or wrongful disclosure, or any material breach of this MoU committed by:

- 11.3.1 it; or

- 11.3.2 to the extent notified to it (as required by End User Terms) or to the extent it becomes aware of the same, by any Recipient;

as soon as possible and within 2 working days of discovery to the Agencies using their respective contact details set out in **Appendix 2**. The reporting body should use reasonable endeavours to ensure that the Agency to which the incident is being reported has picked up any email notification of an incident by telephoning to confirm receipt of the email. Sensitive details about the incident should be kept to a minimum on non-secure channels; the Agencies will advise further in the event of an incident on how to send sensitive details securely. The body in such breach (whether Flood Re or a Recipient) must also agree to use reasonable endeavours to advise and consult with the Agencies on appropriate remedial steps to take, including where necessary notification of other relevant bodies e.g. Cabinet Office or the Information Commissioner's Office. The Agencies will follow internal procedures for handling the incident;

- 11.4 In the event that either the Agencies or Flood Re (directly or indirectly through the Managing Agent) become aware of any material breach (such as any loss of or wrongful disclosure, including unauthorised onward disclosure, of any Council Tax Data) of this MoU by Flood Re and/or of the End User Terms by any Recipient, they shall promptly notify each other and:

- 11.4.1 (if capable of remedy) the Agencies or Flood Re shall notify the person in breach that they are required to remedy such a breach as soon as possible and in any event within a period of 30 calendar days from the date of receipt of written notice to do so (which notifications by Flood Re may be made directly or indirectly by the Managing Agent); and

- 11.4.2 if not capable of remedy but an ongoing breach, or if such breach is not remedied in time, the Agencies and Flood Re shall keep each other informed and cooperate and shall subject to **clause 11.1**
 - 11.4.2.1 in the event of such a breach by Flood Re, the Agencies by mutual agreement; and/or
 - 11.4.2.2 in the event of such a breach by a Recipient, following consultation and as agreed in writing between the Parties (unless and to the extent such agreement is decided to no longer be required by any one or more Agency) pursuant to and as permitted by the End User Terms,
- 11.4.2.3 take such action, if any, as is deemed appropriate being a proportionate and reasonable response to the relevant breach as determined on a case by case basis, considering all relevant facts including, but not limited to:
 - 11.4.3 the person in breach, who caused the breach and their importance to the FR Scheme;
 - 11.4.4 the nature of the breach itself, the affected data and the likely consequences of the breach;
 - 11.4.5 the reaction of the person in breach to the breach; and
 - 11.4.6 their response to any notice to remedy the breach, or to improve the processing of the Council Tax Data

and which action may (subject to relevant terms of this MoU and/or End User Terms) include temporary delay of provision or suspension of access to all or any part of the Council Tax Data, notice requiring one or more relevant and reasonable specific improvement(s) within a reasonable period, reporting pursuant to **clause 11.7** and/or ultimately termination of the relevant End User Terms with that Recipient and/or in the case of relevant breach of this MoU by Flood Re (having exhausted all other options and sanctions in relation to a catastrophic breach and/or systematic, critical ongoing breach by Flood Re or by a FR Hub Provider(s) which has not been, or cannot be remedied), termination of this MoU.

- 11.5 A breach shall be considered capable of remedy if the person in breach can comply with the provision in question in all respects other than as to the time of performance (provided time of performance is not of the essence).
- 11.6 Where Flood Re wishes to consult with the Agencies pursuant to this **clause 11** it shall use the relevant contact details in **Appendix 2** to do so. In the event

that agreement cannot be reached through the general contacts listed in **Appendix 2**, or the matter is of such a serious nature that it requires more senior adjudication, the matter shall be referred to the escalation contact listed in the second half of **Appendix 2**.

- 11.7 In respect of material breaches of this MoU or any End User Terms involving loss or wrongful disclosure of any Council Tax Data, of a type required by Law to be notified to the Information Commissioner or of which the Information Commissioner would expect to be notified in accordance with his published guidance from time to time), the Agencies may following consultation with Flood Re and the relevant Recipient notify the Information Commissioner.
- 11.8 Subject to **clauses 3.3 and 3.5**, in the event that Flood Re has no further need for the Council Tax Data for the purposes of the FR Scheme, Flood Re will terminate this MoU by giving 30 days' written notice to the Agencies.
- 11.9 On termination of this MoU, Flood Re will directly or indirectly securely destroy any data comprised in any Council Tax Data in accordance with the Destruction Requirements. Subject to **clause 3.5**, termination of this MoU automatically determines all and any End User Term agreements between Flood Re with Recipients pursuant to which all such Recipients must securely destroy any data comprised in the supplied Council Tax Data.

12. **REVIEW OF MoU**

- 12.1 The Agencies shall review the provision of Council Tax Data annually to ascertain whether it is appropriate to continue to supply Council Tax Data under this MoU.
- 12.2 The Parties agree that the terms of this MoU shall be reviewed:
 - 12.2.1 every 5 (five) years to ensure that the MoU is fit for purpose;
 - 12.2.2 promptly within 6 months following any significant change to section 69 of the Water Act 2014 which has a material effect on the nature of the Council Tax Data to be provided by the Agencies, or which otherwise materially effects the way in which the FR Scheme is delivered;

and such a review shall be undertaken in consultation with all the Parties following reasonable prior written notice of the date, time and place at which the review will take place.

13. **MISCELLANEOUS**

- 13.1 In this MoU unless the context requires otherwise:

- 13.1.1 words and expressions that are defined in the Copyright, Designs and Patents Act 1988 shall bear the same meanings in this MoU;
- 13.1.2 words importing the singular number shall include the plural and vice versa;
- 13.1.3 words importing any particular gender shall include all other genders;
- 13.1.4 references to persons shall include bodies of persons whether corporate or incorporate; and
- 13.1.5 words importing the whole shall be treated as including a reference to any part of the whole.
- 13.2 Any reference in this MoU to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended modified extended re-enacted or replaced (whether before or after the date of this MoU) and including all subordinate legislation from time to time made under it.
- 13.3 The expression 'copyright' shall include the entire copyright design right rental right to authorise or prohibit lending and database right subsisting now or created at any time during the term of this MoU under the Laws of the United Kingdom.
- 13.4 References in this MoU to clauses and/or Appendices are to clauses of and Appendices to this MoU except where otherwise expressly stated.
- 13.5 Headings are used in this MoU for the convenience of the Parties only and shall not be incorporated into this MoU and shall not be deemed to be any indication of the meaning of the clauses or Appendices to which they relate.
- 13.6 Any notice or other communication given in connection with this Agreement will be in writing and will:
 - 13.6.1 For business as usual communications and notices be sent by email using the details set out in **Appendix 2**;
 - 13.6.2 For other communications and notices (including in relation to any alleged breach and/or termination) shall be by email but followed up by written notice delivered to or left at or sent by pre-paid first class post (or air mail if overseas) or by fax to the recipient's address set out in Appendix 5 as appropriate, as such details may be updated by written notice from time to time and received not less than seven (7) working days before the notice was despatched.

- 13.7 A notice or other communication given under **clause 13.6.2** is deemed given:
- 13.7.1 if delivered to or left at the recipient's address, at the time delivered to or left at the recipient's address; or
 - 13.7.2 if sent by pre-paid first class post, on the second (2nd) working day after posting it; or
 - 13.7.3 if sent by air mail, on the sixth (6th) working day after posting it; or
 - 13.7.4 if sent by fax, when confirmation on completion of its transmission has been recorded by the sender's fax machine


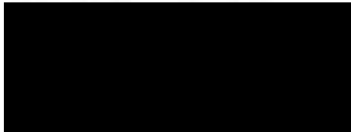


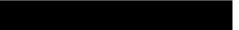

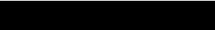



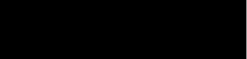






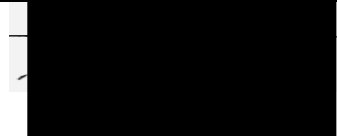


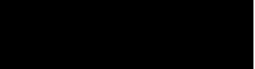
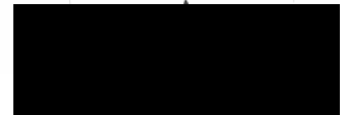


provided that, if it is delivered to or left at the recipient's address or sent by fax on a day which is not a working day or after 4pm on a working day, it will instead be deemed to have been given or made on the next working day.





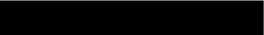
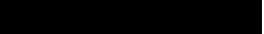





14. **THIRD PARTY RIGHTS**

- 14.1 The parties do not intend that any term of this MoU will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person save that Ordnance Survey shall be entitled to the benefit of the UPRN Terms and the rights to enforce such terms under the Contracts (Rights of Third Parties) Act 1999, and Royal Mail Group Limited shall be entitled to the benefit of these terms and rights to enforce such terms but only to the extent necessary to enforce its rights in respect of the PAF (if relevant) pursuant to **clause 8.4**.

15. **JURISDICTION**

- 15.1 This MoU is governed by the Law of England and Wales and all Parties submit to the non-exclusive jurisdiction of the English and Welsh courts.
- 15.2 This MoU has been signed by the Parties as at its date.

Party	Name and role of signatory	Signature
Her Majesty's Customs and Revenue incorporating the Valuation Office Agency	 Director	
Assessor for the Ayrshire Valuation Joint Board	 Assessor	
Assessor for the Central Scotland Valuation Joint Board	 Assessor	
Assessor for Dumfries & Galloway Council	 Assessor	
Assessor for the Dunbartonshire & Argyll & Bute Valuation Joint Board	 Assessor	 6/7/15
Assessor for Fife Council	 Assessor	
Assessor for Glasgow City Council	 Assessor	
Assessor for Grampian Valuation Joint Board	 Assessor	
Assessor for the Highlands and Western Isles Valuation Joint Board	 Assessor	
Assessor for the Lanarkshire Valuation Joint Board	 Assessor	
Assessor for the Lothian Valuation Joint Board	 Assessor	
Assessor for the Orkney & Shetland Isles Valuation Joint Board	 Assessor	

Party	Name and role of signatory	Signature
Assessor for the Renfrewshire Valuation Joint Board	 Assessor	
Assessor for Scottish Borders Council	 Assessor	
Assessor for the Tayside Valuation Joint Board	 Assessor  DEPUTE ASSESSOR	
Land & Property Services	 District Valuer and LPS Valuation Information Asset Owner	
Flood Re Limited	 Chief Executive Officer	

APPENDIX 1

Legal Bases for the Sharing of Information

The relevant HMRC council tax information can be exchanged between Her Majesty's Revenue and Customs/ Valuation Office Agency, Flood Re and any Recipient using the following specific legislation, regulations, guidance and agreements.

HMRC/VOA - the relevant HMRC council tax information

Section 18 of the Commissioners for Revenue and Customs Act (**CRCA**) sets out the specific circumstances in which HMRC/VOA may disclose information. These include:

1. where HMRC/VOA has a statutory legal gateway permitting the disclosure of information to a third party;
2. for the purposes of HMRC's/VOA's functions;
3. where the person or organisation that the information relates to has given their consent¹;
4. where disclosure is for the purposes of civil proceedings or criminal investigation or proceedings;
5. where disclosure is made in pursuance of a court order binding on the Crown;
6. where disclosure is to a body with the statutory power in CRCA to inspect HMRC/VOA; or
7. where disclosure is made in specific circumstances that are defined as being in the 'public interest' as set out in CRCA.

The legal gateway(s) permitting disclosure of information from HMRC/VOA to the Industry Participant and their third party service provider is:

Legal Gateway
Section 69 of the Water Act 2014

¹ Consent needs to be fully informed and freely given (i.e. there must be a viable alternative).

The legal bases listed above should not be used in isolation, but with regard to the following:

1. Data Protection Legislation, including the Data Protection Act 1998; and

And for fraud purposes:

2. Police and Criminal Evidence Act 1984 together with its Codes of Practice (England and Wales only);
3. Regulation of Investigatory Powers Act 2000;
4. Criminal Procedures Investigation Act 1996 together with its Code of Practice (England and Wales only).

LPS Domestic Valuation List Data

1. The CRCA does not apply to the LPS Domestic Valuation List Data. LPS already has a scheme for the release of the Domestic Valuation List Data under licence.
2. The Data Protection Act 1998 also applies in Northern Ireland.
3. Similar provisions for the prevention of fraud apply in Northern Ireland to those in England and Wales.

Assessors' Council Tax Data

1. The CRCA does not apply to the Assessors Council Tax Data. The Assessors already have a scheme for the release of the Assessors Council Tax Data under licence.
2. The Data Protection Act 1998 also applies in Scotland.
3. Similar provisions for the prevention of fraud apply in Scotland to those in England and Wales.

APPENDIX 2

Contacts

The details in this Appendix may be amended from time to time by any Party revising their own contact details, provided that they advise all other Parties the same day and the other Parties have 5 working days to update their records accordingly.

Initial Contact

The below contact information shall be used for any business as usual request and queries, as well as being the initial point of contact in relation to the requirements set out this MoU, save for where a matter has been escalated.

HMRC/VOA:

Contact	E-mail	Responsibility
Team Leader, Disclosure and Transparency	[REDACTED]	VOA Disclosure and Transparency
VOA Data Guardian	[REDACTED]	Security including Security Incidents
VOA Data	[REDACTED]	Data issues

Assessors:

Contact	E-mail	Responsibility
Portal Data Custodian	[REDACTED]	Central point of contact for Assessors' Council tax data held at the Assessors' portal

LPS:

Contact	E-mail	Responsibility
[REDACTED]	[REDACTED]	Manager LPS Improvement & Modernization Section
[REDACTED]	[REDACTED]	District Valuer and LPS Valuation Information Asset Owner
Information Manager	[REDACTED]	

Flood Re (and the FR Hub Providers):

Name	Registered address	Firm Number (from the Financial Services Register as regulated by the Financial Conduct Authority)
[REDACTED] Operations Director	Flood Re [REDACTED] Tel: [REDACTED] [REDACTED]	(not yet PRA/FCA authorised so no firm number); company number 08670444
Alistair MacTaggart, Managing Director	(FR Hub Provider, Managing Agent) Capita Insurance Services, [REDACTED] Tel: [REDACTED]; [REDACTED]	FCA reference number 311732
Chris Brackley, Managing Director	(FR Hub Provider) [REDACTED] [REDACTED] Tel: [REDACTED]; [REDACTED]	Not FCA regulated

Escalation

Depending on the issue in question, the appropriate escalation route may be within the relevant business area or to a central team (e.g., for HMRC, to Security & Information Directorate, Information Policy and Disclosure team or IMS Security).

Escalation within HMRC/VOA

Contact	E-mail	Responsibility
Director of Information & Analysis	[REDACTED]	VOA Senior Official with responsibility for delivery of CT data for Flood Re
VOA Head of Security	[REDACTED]	Security including Security Incidents
VOA Head of Information Management & Disclosure	[REDACTED]	Information Management and disclosure Legal issues FOI requests
HMRC Central Policy Information Policy & Disclosure team Inbox	[REDACTED]	Legal issues
External Data Exchange team Inbox	Data Exchange, Coordinator (IMS Live Services) [REDACTED]	EDE process and central database of MoUs

Escalation within the Assessors

Contact	E-mail	Responsibility
Portal Data Custodian	atacustodian@saa.gov.uk	SAA Central point of contact for Assessors' data held at the Assessors' portal

Escalation within LPS

Contact	E-mail	Responsibility
Alan Bronte	[REDACTED]	LPS Director of Valuation

Escalation within Flood Re

Please give details of all Flood Re escalation contacts.

Name of Industry Participant	Contact name	E-mail	Responsibility	Tel. number
Flood Re	[REDACTED]	[REDACTED]	CEO	[REDACTED]
Capita Insurance Services, FR Hub Provider	[REDACTED]	[REDACTED]	Executive Director	
Landmark, FR Hub Provider	[REDACTED]	[REDACTED]	Managing Director	

APPENDIX 3

Flood Re MoU - UPRN Terms

This UPRN End User Licence shall apply in respect of the Council Tax Data provided by the HMRC/VOA to the extent required pursuant to its PMSA member licence provided that in the event of any relevant change to the terms on which the UPRN data can be provided by HMRC/VOA and made available to Flood Re and/or any relevant Recipients, HMRC/VOA are to provide as much prior notice to Flood Re as possible and consult with Flood Re regarding any changes and their impact prior to their implementation, following which the agreed revised applicable terms shall be substituted here.

BACKGROUND

The National Address Gazetteer Unique Property Reference Number (UPRN) is licensed to Her Majesty's Revenue and Customs (HMRC) and the Valuation Office Agency (VOA) by Ordnance Survey. This End User Licence is entered into pursuant to HMRC/VOA's licence with Ordnance Survey, to set out the terms upon which the End User is licensed to use the UPRN.

1. Definitions

"End User"	you, the recipient of the UPRN ²
"End User Purpose"	the End User using the UPRN for the purposes set out in section 64 of the Water Act 2014
"IPR"	intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them
"Licensor"	HMRC/VOA or, where the End User receives the UPRN from a licensee of HMRC/VOA, such licensee
"Ordnance Survey"	the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey whose principal place of business is at Explorer House, Adanac Drive, Southampton, SO16 0AS
"Term"	the period required to fulfil the End User Purpose
"Working Day"	any day other than a Saturday, Sunday or public holiday in

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Note that for the purposes of this End User Licence, third party service providers will, to the extent and for the duration that they are providing services to organisations using the UPRN for the End User Purpose, themselves be capable of falling within the definition of End User.

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England, Wales, Scotland or Northern Ireland.

2. **Licence**

- 2.1 The Licensor grants to the End User a worldwide, non-exclusive, non-transferable licence (revocable pursuant to the terms of this End User Licence) to use the UPRN for the End User Purpose for the Term.
- 2.2 This Licence is limited specifically to the rights granted in **clause 2.1** and subject to the obligations set out in the remainder of this Licence, in particular the End User's obligations set out in **clause 3**. This Licence allows the End User personally (not any affiliated body or group) to use the UPRN only to the extent required for the End User Purpose.

3. **End User's Obligations**

- 3.1 The End User shall Use the UPRN exclusively for the End User Purpose and for no other purpose.
- 3.2 The End User shall:
- 3.2.1 ensure that the UPRN is not copied, adapted, varied or modified except to and only to the extent to which any of those acts are expressly permitted by this Licence;
 - 3.2.2 not use the UPRN for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of the UPRN or any person;
 - 3.2.3 use its best endeavours to use adequate technological and security measures Ordnance Survey or the Licensor may reasonably recommend from time to time, to ensure that all UPRN data which the End User holds or is responsible for are secure from unauthorised use or access;
 - 3.2.4 notify the Licensor and/or Ordnance Survey as soon as it suspects any infringement of Ordnance Survey's IPR and give the Licensor and Ordnance Survey all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use; and
 - 3.2.5 not alter or remove any of the Ordnance Survey copyright / database right notices and licence numbers which are shown on the UPRN data.
- 3.3 This End User Licence does not give the End User the right to sub-license, distribute, sell or otherwise make available the UPRN to third parties save where expressly permitted in writing by the Licensor and Ordnance Survey.

4. **Termination**

- 4.1 Either party may terminate this End User Licence with immediate effect at any time by giving notice to the other party in writing. The End User acknowledges that the Licensor

will terminate this End User Licence in the event that the Licensor's licence with Ordnance Survey is terminated or expires.

4.2 In the event of termination or expiry of this End User Licence, the End User shall within 30 days of such termination or expiry destroy (or at Ordnance Survey's or the Licensor's option return) all the UPRN data in any media which it holds or for which it is responsible (including any UPRN data embedded in any other material) and provide, at Ordnance Survey's or the Licensor's request, a sworn statement by a duly authorised person that it no longer holds any UPRN data.

4.3 Those clauses intended to survive termination or expiry shall continue in full force and effect notwithstanding such termination or expiry.

5. **Limitation**

5.1 Subject to **clause 5.2**, nothing in this Licence shall make the Licensor liable in contract, tort (including without limitation negligence, pre-contractual or other representations) or otherwise arising out of or in connection with this Licence for:

5.1.1 any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);

5.1.2 any loss of goodwill or reputation;

5.1.3 any special, indirect or consequential losses in any case whether or not such losses were within the contemplation of the parties at the date of this Licence.

5.2 Nothing in this Licence shall exclude or limit liability of a party for death or personal injury resulting from the negligence of that party or its servants, agents or employees or for fraudulent misrepresentation.

5.3 The Licensor and Ordnance Survey exclude to the fullest extent permissible by Law all express or implied warranties.

5.4 Subject to **clause 5.2**, the Licensor's total liability in this Licence in aggregate shall not exceed any sum paid by the End User for the UPRN data.

6. **Indemnity**

6.1 The End User shall indemnify and keep indemnified the Licensor and/or Ordnance Survey against all their liabilities and losses and all demands, liabilities, claims made, or proceedings brought, against the Licensor and/or Ordnance Survey in respect of any loss or damage and against all costs and expenses reasonably incurred in dealing with or in settling such demands, liabilities, claims or proceedings arising from the acts, omissions or defaults of the End User relating to this Licence or from the breach of any provision of this Licence by the End User except to the extent that any such liability is directly attributable to any negligent act of the Licensor.

6.2 The Licensor shall use reasonable endeavours to notify the End User as soon as practicable of any demand or claim made, or proceedings brought against the Licensor in respect of any relevant loss or damage.

7. **Variation**

The Licensor shall be entitled to vary this End User Licence with immediate effect by giving notice in writing to the End User.

8. **Auditing**

8.1 Upon Ordnance Survey's or the Licensor's written request, the End User shall provide written evidence of compliance with its obligations under this End User Licence.

8.2 The End User shall maintain accurate and complete records of its use of the UPRN data. Ordnance Survey and/or the Licensor (and their respective representatives) have the right on reasonable notice during business hours to enter the End User's premises and to inspect and audit its systems, operations and all supporting documentation to ensure the End User's compliance with this End User Licence and to take copies of any necessary records. The End User shall, at its expense, make appropriate employees and facilities available to provide Ordnance Survey and/or the Licensor with all reasonable assistance to enable such inspection, auditing and copying to take place.

8.3 The End User will comply with reasonable measures stipulated by Ordnance Survey or the Licensor as a result of any audit.

9. **Assignment, subcontracting and sublicensing**

Except as agreed in writing by Ordnance Survey, neither party is entitled to assign, license, transfer or novate any of their rights and/or obligations under this End User Licence.

10. **Contracts (Rights of Third Parties) Act 1999**

10.1 Subject to **clause 10.2**, a person who is not a party to this End User Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this End User Licence.

10.2 Ordnance Survey shall be entitled to the benefit of the terms of this End User Licence and the rights to enforce such terms under the Contracts (Rights of Third Parties) Act 1999.

11. **Waiver**

The waiver on a particular occasion by either party of rights under this End User Licence does not imply that other rights will be waived. No delay in exercising any right under this End User Licence shall constitute a waiver of such right.

12. **Governing Law and Jurisdiction**

This End User Licence is governed by the Law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

APPENDIX 4

Table of Council Tax Data Fields

1. Subject to **clause 3.1** and **3.2**, this table lists the Council Tax Data to be provided by each of the Agencies as contemplated in **clause 4** of the MoU being the detail of the data fields that will be provided by the respective Agencies for all “live” properties in the Council Tax valuation lists for England and Wales, the Domestic Valuation List for Northern Ireland and the Council tax Data for Scotland.
2. The table may be updated, in relation to the Council Tax Data provided by any Agency by written agreement between that Agency and Flood Re. In the event of a change to the list of data fields to be provided by any Agency, this table will be amended by Flood Re as appropriate.

HMRC/VOA COUNCIL TAX DATA TABLE

Field	Field Name	Type	Max Length	Notes
1	UPRN	Numeric	12	
2	UARN	Numeric	11	
3	Current Band	Character	1	A through H England A through I Wales
4	Name	Character	72	
5	Number	Numeric	4	
6	Substreet 1	Character	36	
7	Substreet 2	Character	36	
8	Substreet 3	Character	36	
9	Street	Character	36	
10	Town	Character	36	
11	County	Character	36	
12	Postcode	Character	8	
13	Built_PRE2009	Numeric	1	0 = Post 2008

				1 = Pre 2009 Space / Null
--	--	--	--	------------------------------

THE FOURTEEN ASSESSORS COUNCIL TAX DATA TABLE

Field	Field Name	Type	Length	Notes
1	Assessor ID ASSESSOR_ID	Numeric	2	
2	PPRN	Character	80	
3	UARN	Character	80	
4	UPRN	Numeric	12	
5	UA	Character	3	
6	ADDRESS STATUS ADDRESS_STATUS	Character	1	
7	SAON	Character	100	
8	PAON	Character	100	
9	STREET	Character	100	
10	LOCALITY	Character	35	
11	TOWN	Character	30	
12	ADMIN_AREA	Character	30	
13	POST_TOWN	Character	30	
14	PCOUT	Character	4	
15	PCIN	Character	4	
16	BAND	Character	1	A through H
17	DATA_CODE DATA_CODE	Numeric	1	0 = Post 2008 1 = Pre 2009 Space / Null

LAND & PROPERTY SERVICES COUNCIL TAX DATA TABLE

Field	Field Name	Type	Length	Notes
1	Property Id	Numeric	10	
2	Sub-Building Name	Text	250	
3	Building Name	Text	250	
4	Property Number	Alphanumeric	100	
5	Street Name	Text	50	
6	Primary Locality	Text	100	
7	Townland	Text	100	
8	Town	Text	100	
9	Postcode	Alphanumeric	10	
10	UPRN	Alphanumeric	12	
11	Ward	Text	30	
12	Local Government District	Text	50	
13	Description	Alphanumeric	120	
14	Capital Value Non-Exempt	Numeric	18,0	
15	Capital Value Exempt	Numeric	18,0	
16	Unadjusted Capital Value ⁽²⁾	Numeric	9,0	
17	Primary Class	Text	3	
18	Sub-Class	Alphanumeric	10	
19	Property Size	Numeric	9,2	
20	Central Heating	Text	7	
21	Garage	Text	3	
22	Approx. Year Build	Alphanumeric	10	
23	RE_Cat	Character	1	1 through 8
24	Build_Code	Numeric	1	0 = Post 2008 1 = Pre 2009

Form, Format, Frequency and Date and Timing of delivery of Council tax Data

Pursuant to **clause 4** of the MoU, the initial disclosure of the Council Tax Data shall be provided as set out below. In the event of a change in relation to the way the Council Tax Data are provided by any Agency, this can be agreed with Flood Re.

	Instruction	HMRC/VOA	LPS	Assessors
1.	First disclosure Date	on or around 17 July 2015	on or around 17 July 2015	on or around 17 July 2015
2.	First disclosure Transfer Method	The Transfer Method set out in Appendix 7 as at the first disclosure date	The Transfer Method set out in Appendix 7 as at the first disclosure date	The Transfer Method set out in Appendix 7 as at the first disclosure date
3.	Complete Council Tax Data disclosure	Yes	Yes	Yes
Updates and revisions				
4.	Regularity for updating	Every quarter thereafter	Every quarter thereafter	Every quarter thereafter
5.	Nature of update (full or delta view)	Full unless and to the extent otherwise agreed in writing between the Parties	Full unless and to the extent otherwise agreed in writing between the Parties	Full unless and to the extent otherwise agreed in writing between the Parties
6.	Transfer Method	The Transfer Method set out in Appendix 7 as at the first disclosure date, unless and to the extent otherwise agreed in writing in respect of a specific update disclosure	The Transfer Method set out in Appendix 7 as at the first disclosure date, unless and to the extent otherwise agreed in writing in respect of a specific update disclosure	The Transfer Method set out in Appendix 7 as at the first disclosure date, unless and to the extent otherwise agreed in writing in respect of a specific update disclosure

APPENDIX 5

Glossary of Terms and Abbreviations

"Agency" means each of VOA, the Assessors and LPS (together **"the Agencies"**)

"Assessor" means each of the:

Assessor for the **Ayrshire** Valuation Joint Board (incorporated under the Local Government etc. (Scotland) Act 1994) headquartered at 9 Wellington Square, Ayr, KA7 1HL, Scotland;

Assessor for the **Central Scotland** Valuation Joint Board (incorporated under the Local Government etc. (Scotland) Act 1994) headquartered at Hillside House, Laurelhill Business Park, Stirling, FK7 9QJ, Scotland;

Assessor for **Dumfries & Galloway** Council (incorporated under the Local Government etc. (Scotland) Act 1994) headquartered at Carmont House, The Crichton, Bankhead Road, Dumfries, DG1 4ZJ, Scotland;

Assessor for the **Dunbartonshire & Argyll & Bute** Valuation Joint Board (incorporated under the Local Government etc. (Scotland) Act 1994) headquartered at 235 Dumbarton Road, Clydebank, G81 4XJ, Scotland;

Assessor for **Fife** Council (incorporated under the Local Government etc. (Scotland) Act 1994) headquartered at Fife House, North Street, Glenrothes, KY7 5LT, Scotland;

Assessor for **Glasgow** City Council (incorporated under the Local Government etc. (Scotland) Act 1994) headquartered at City Chambers, Glasgow, G2 1DU, Scotland;

Assessor for **Grampian** Valuation Joint Board (incorporated under the Local Government etc. (Scotland) Act 1994) headquartered at Woodhill House, Westburn Road, Aberdeen, AB16 5GE, Scotland;

Assessor for the **Highlands and Western Isles** Valuation Joint Board (incorporated under the Local

Government etc. (Scotland) Act 1994)
headquartered at Moray House, 16/18 Bank Street,
Inverness, IV1 1QY, Scotland;

Assessor for the **Lanarkshire** Valuation Joint Board
(incorporated under the Local Government etc.
(Scotland) Act 1994) headquartered at North Stand,
Cadzow Avenue, Hamilton, ML3 0LU, Scotland;

Assessor for the **Lothian** Valuation Joint Board
(incorporated under the Local Government etc.
(Scotland) Act 1994) headquartered at 17A South
Gyle Crescent, Edinburgh, EH12 9FL, Scotland;

Assessor for the **Orkney & Shetland Isles**
Valuation Joint Board (incorporated under the Local
Government etc. (Scotland) Act 1994)
headquartered at 8 Broad Street, Kirkwall, Orkney,
KW15 1NX, Scotland;

Assessor for the **Renfrewshire** Valuation Joint
Board (incorporated under the Local Government
etc. (Scotland) Act 1994) headquartered at The
Robertson Centre, 16 Glasgow Road, Paisley, PA1
3QF, Scotland;

Assessor for **Scottish Borders** Council (incorporated
under the Local Government etc. (Scotland) Act
1994) headquartered at Council Headquarters,
Newtown St Boswells, Melrose, TD6 0SA, Scotland;
and

Assessor for the **Tayside** Valuation Joint Board
(incorporated under the Local Government etc.
(Scotland) Act 1994) headquartered at Whitehall
House, 35 Yeaman Shore, Dundee, DD1 4BU,
Scotland

From time to time, together being the Assessors

“Council Tax Data”

means the council tax, or similar local taxation
information relating to household premises within
the United Kingdom provided by the respective
Agencies to Flood Re pursuant to this MoU, as
detailed in the table in **Appendix 4** as amended or
as otherwise agreed in writing between the Parties
from time to time. For the avoidance of doubt, in the
case of HMRC/VOA, this means the relevant HMRC
council tax information.

**“Council Tax Security
Standards”**

means the standards as set out in **Appendix 8** and
as may be updated, revised, supplemented and/or
replaced from time to time as agreed by the Parties

	in writing
"CRCA"	means the Commissioners for Revenue and Customs Act 2005
"Data Controller"	has the meaning set out in Data Protection Legislation, currently section 1 of the DPA
"DPA"	means the Data Protection Act 1998
"Data Processor"	has the meaning set out in Data Protection Legislation, currently section 1 of the DPA
"Data Protection Legislation"	means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable Laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, and all as amended or replaced from time to time
"Destruction Requirements"	mean the requirements that Council Tax Data held will be securely destroyed, in a manner consistent with ISO27001 principles or as otherwise agreed in writing with the Agencies, and will include certification of the destruction of such data held in both hard and soft copy
"Data Handling Solution" or "DHS"	means data handling solution, as may be contained within any Privacy Impact Assessment, (both as updated from time to time), as approved by HMRC/VOA in writing
"EIR"	means the Environmental Information Regulations 2004 and any subordinate legislation made in relation to them together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department

in relation to such legislation, and all as amended or replaced from time to time. This definition shall be used to include the Scottish equivalent of the EIR, namely the Environmental Information (Scotland) Regulations 2004

“End User” means the recipient of the unique property reference number contained within the Council Tax Data Extract pursuant to the UPRN Terms

“End User Terms” means the relevant forms of agreement to be entered into between Flood Re and each Recipient pursuant to this MoU

“Flood Re” or “Flood Re Limited” means the company registered in England and Wales under company number 08670444 and whose registered office is at 51 Gresham Street, London WEC2V 7HQ set up to administer the FR Scheme

“FR Scheme” means the Scheme described in the Scheme Document dated 22 June 2015 and designated as the Flood Reinsurances Scheme by the Flood Reinsurances (Scheme and Scheme Administrator Designation) Regulations 2015, as may be updated, amended or replaced by law from time to time and the purposes of which shall include without limitation: to initially develop and build the Property Tax Data Hub and then to test access to the Property Tax Data Hub and to the Council Tax Data within the Property Tax Data Hub; and subsequently, to interrogate and use the Council Tax Data within the Property Tax Data Hub and in some cases and to varying extents, extract or download such Council Tax Data; and/or to have some or all of such Council Tax Data provided to authorised recipients pursuant to this MoU; and otherwise to fulfil Flood Re’s lawful obligations / function(s) in relation to the FR Scheme

“FR Scheme Participants” means the FR Hub Providers and other FR Key Service Providers (including their respective Key Service Providers) and Industry Participants (including their Key Service Providers)

"FoI" or "FoIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under it together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation, and all as amended or replaced from time to time. This definition shall also be used to include the Scottish equivalent legislation of the FOIA namely the Freedom of Information (Scotland) Act 2002
"FR Hub Provider(s)"	means the Managing Agent appointed by Flood Re from time to time together with any Flood Re agreed appointed subcontractor(s) acting with the Managing Agent on behalf of Flood Re in relation to the Property Tax Data Hub and the preparation for, implementation of and/or delivery of the FR Scheme (and their Data Processor third party service providers)
"FR Key Service Provider"	means Key Service Providers to Flood Re
"HMRC"	means Her Majesty's revenue and Customs, which sponsors and incorporates the VOA
"Industry Participant"	means an organisation which forms part of the consumer route to market for content and building insurance which includes, but is not limited to, authorised insurers and re-insurers, price comparison website owners, corporate partners, brokers and re-insurance brokers, Lloyd's of London and Lloyd's brokers, BCIS and RCIS, and delegated authorities and software houses
"Information request"	means a request for information under FoIA and/or EIR
"Key Service Provider"	means a service provider who provides key services involving Council Tax Data to Flood Re or a Recipient in relation to the FR Scheme and who is not a FR Hub Provider or third party recipient within clause 3.12
"Law"	means any applicable law, statute, bye-law,

regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body

"LPS" or "Land Property Services"	& means the directorate within the Department of Finance and Personnel Northern Ireland responsible for collecting and holding Domestic Valuation List Data on household premises in Northern Ireland whose address is: Lanyon Plaza, 7 Lanyon Place, Belfast, BT1 3LP
"Managing Agent"	means the managing agent from time to time appointed by and acting on behalf of Flood Re in relation to the Property Tax Data Hub and the preparation for, implementation of and/or delivery of the FR Scheme who will set up, maintain and operate the Property Tax Data Hub (in turn, if agreed with Flood Re, assisted by one or more of its appointed subcontractor(s), as approved by Flood Re, or by any other subcontractor of Flood Re
"MoU"	means this Memorandum of Understanding
"Party"	means each of HMRC/VOA, each of the fourteen Assessors, LPS and Flood Re (together "the Parties")
"the Property Tax Data Hub"	means the Flood Re flood re-insurance data hub into which the Council Tax Data will be uploaded and in relation to which it will be processed as needed by the FR Hub Providers
"Recipient"	means an FR Hub Provider, a FR Key Service Provider, Key Service Provider, or an Industry Participant who accesses or receives or uses the Council Tax Data in whole or part pursuant to the End User Terms
"Recipient Scenario(s)"	means the scenarios dealing with the proposed onwards disclosure of Council Tax Data to a third party, as set out in Appendix 6 following approval in writing by the Agencies in advance (and as may be revised and/or supplemented by written

agreement with the Agencies from time to time) which approval shall mean the proposed disclosure to such a third party meets the Requirements.

“Regulatory Bodies”

means those government departments and regulatory statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence matters dealt with in this agreement and **“Regulatory Body”** shall be construed accordingly

For the avoidance of doubt, this could include, but is not limited to, Land Registry, Environment Agency, the Department for Environment Food and Rural Affairs, Her Majesty’s Treasury, HMRC and VOA, National Audit office, Crown Commercial Services, Ordnance Survey, Prime Minister and his Office, Secretary of State, Office of National Statistics, Parliament (including House of Commons and Select Committee(s)), the Natural Resources Body for Wales, the Scottish Environment Protection Agency, the Scottish Assessors Association, the Department of Agriculture and Rural Development in Northern Ireland, and Land and Property Services;

Together with Prudential Regulation Authority, Financial Conduct Authority and Financial Ombudsman Service, Parliamentary and Health Ombudsman Service and Information Commissioner’s Office;

and Regulatory Body shall not be limited to those in the United Kingdom;

And any successor bodies taking over and / or carrying out the same or similar functions from time to time

“the relevant HMRC council tax information”

means in relation to households in England and Wales, any of the following as defined in section 69(3) of the Water Act 2014 (as amended from time to time, or as may be supplemented by Regulations pursuant to Part 4 of the Water Act 2014) being at the date of this MoU: the address (including the

postcode) of the premises; the council tax valuation band in which the premises fall; information about when the premises were constructed; the National Address Gazetteer unique property reference number for the premises ("UPRN"); the unique address reference number allocated to the premises by the VOA; and such additional and/or replacement data fields as may be made by changes to relevant legislation from time to time

"Requirements"

means the Council Tax Data to be disclosed must be: necessary for a lawful purpose which is for purposes connected with the FR Scheme (and, in the case of HMRC/VOA within the section 69 Water Act 2014 permissive gateway) and/or if to a Regulatory Body is otherwise for their lawful functions (and in the case of HMRC/VOA within another applicable legal gateway for disclosure); and proportionate to that need

"Signing Recipient"

means the specific Recipient which has completed and signed a Recipient Scenario within their End User Terms agreement and shall include necessary and proportionate normal business conduct disclosures of information by them from the Council Tax Data to third parties (whether incidental service providers or otherwise) as permitted by **clause 3.12**

"Transfer Method(s)"

means the method(s) by which Council Tax Data may be transferred pursuant to this MoU and which have been agreed in writing by the Parties from time to time, as set out in **Appendix 7** to this MoU and as may be updated, revised, supplemented and/or replaced from time to time as agreed by the Parties in writing

"UPRN Terms"

means the terms from Ordnance Survey set out in **Appendix 3**, as may be updated or replaced from time to time

"VOA"

Valuation Office Agency whose main address is currently: Wingate House, 93/107 Shaftsbury Avenue, London, W1D 5BU

Recipient Scenarios

	Confirmation question	✓ to confirm
<p>Who?</p> <p>Role: what do you do in the FR Scheme?</p>	<p>The Signing Recipient confirms that it is:</p> <ul style="list-style-type: none"> the Managing Agent, to Flood Re; or a Key Service Provider to the Managing Agent <p>and is responsible for the development, operation and/or maintenance of the Property Data Hub into which the Council Tax Data from the Agencies will be disclosed pursuant to the Managing Agent contract with Flood Re Limited.</p>	<input type="checkbox"/> <input type="checkbox"/>
<p>Why?</p> <p>Purpose: why do you need access to or a copy of the Council Tax?</p>	<p>The Signing Recipient confirms that it requires the Council Tax Data in order to:</p> <ul style="list-style-type: none"> develop and test; operate; and/or maintain <p>the Property Data Hub for the purposes of the FR Scheme.</p> <p>The above primary purposes will also result in the Signing Recipient providing Council Tax Data only to those Recipients permitted to receive such data under a relevant Recipient Scenario and:</p> <ul style="list-style-type: none"> acting as the gatekeeper for access to the Council Tax Data in the Property Data Hub to the extent that other recipients are authorised to access such details; providing access to/disclosing the Council 	<input type="checkbox"/>

	<p>Tax Data either in the form of:</p> <ul style="list-style-type: none"> ○ single transactional queries; ○ multiple transactional queries; ○ "off line" copies of the Council Tax Data. <p>The requirement will involve processing Council Tax Data as set out in the DHS.</p>	
<p>What and When?</p> <p>Amount:</p> <p>What level of access to the Council Tax Data do you need to fulfil the above purpose(s)?</p>	<p>The Signing Recipient confirms that it requires access to all of the Council Tax Data as and when provided by the Agencies pursuant to the MoU from time to time, both initially and in quarterly updates thereafter.</p> <p>The data within the Council Tax Data is needed as follows:</p> <p>Council Tax band: FR Hub Provider requires this information in order to supply to Industry Participants as a key piece of data required to determine eligibility of a risk to be ceded to Flood Re and to determine the cost of the Flood Re premium (Flood Re premium varies dependent on Council Tax band);</p> <p>Year of build: FR Hub Provider requires this information in order to supply to industry participants as a key piece of data required to determine eligibility of a risk to be ceded to Flood Re (Flood Re will only accept risk where property was built or valued prior to 2009);</p> <p>Address including postcode: This data is required to add to the Property Data Hub as the identifier that Industry Participants will use to search and find a property to retrieve the Council Tax band and year of build; and</p> <p>UPRN: This data is required to add to the Property Data Hub as an additional identifier that Industry Participants will use to search and find a property to retrieve the Council Tax band and year of build. Flood Re believes that address matching success will be significantly enhanced if Industry</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

On-line (Property Data Hub) Council Tax Data Access Recipient Scenario

[illegible]

	the event of any change to the template version)	
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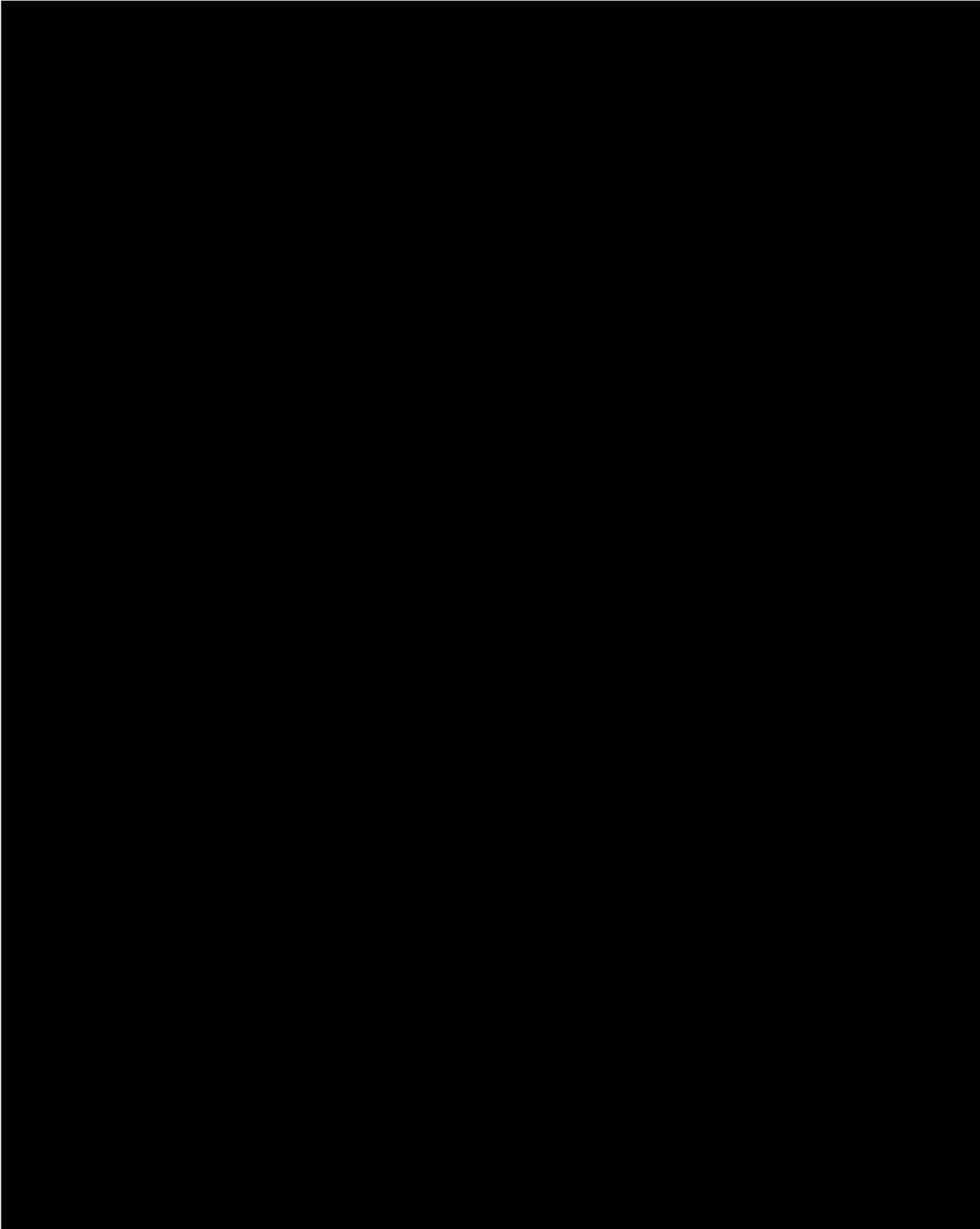
**Off-Line (outside FR Property Data Hub) full Council Tax Data download
(own hub) Recipient Scenario**

[illegible]

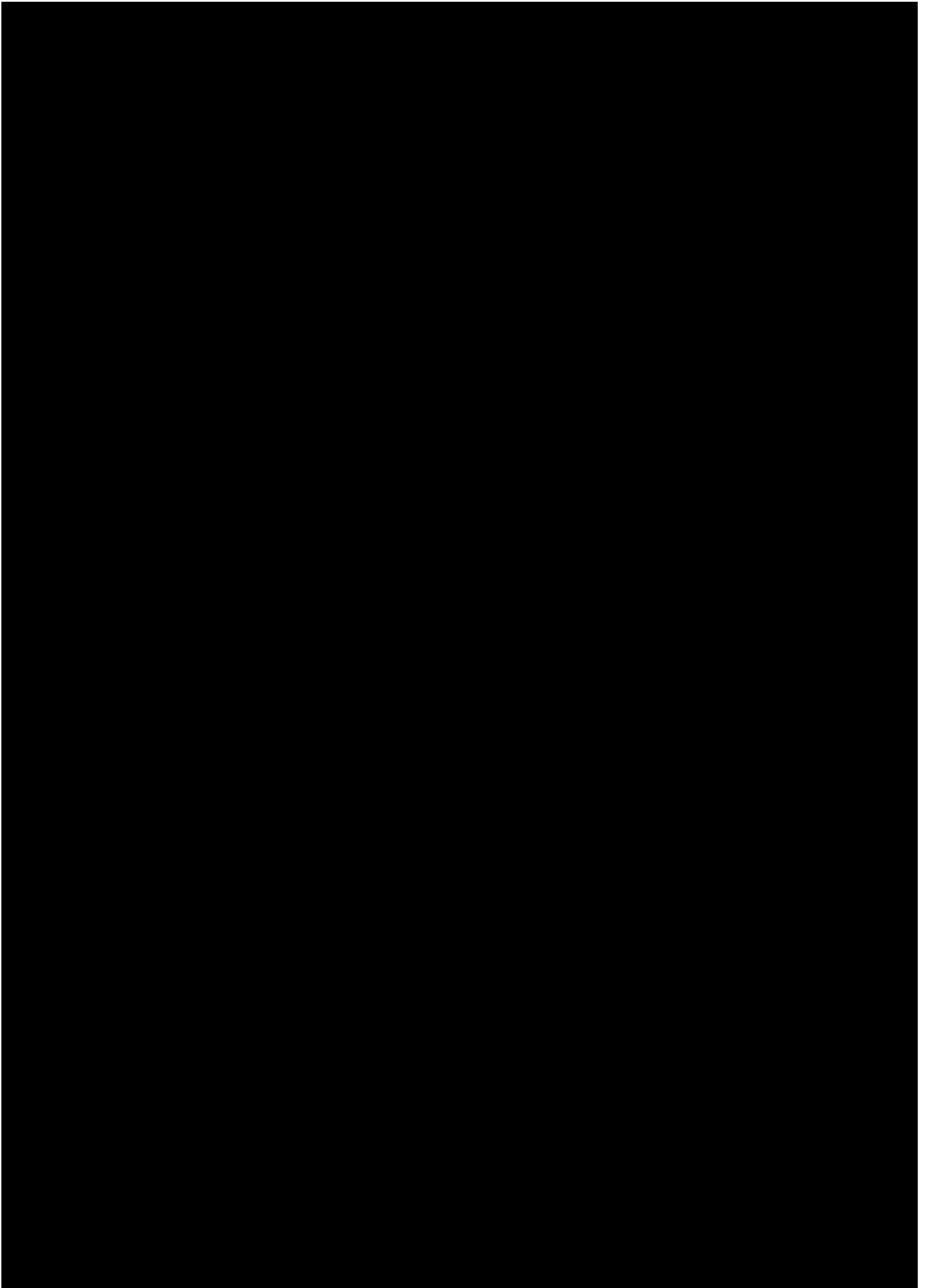
	<ul style="list-style-type: none"> • if the Council Tax Data (whether or not personal data) is to be offshored outside the EEA the offshoring proposal must comply with Cabinet Office HMG Offshoring Policy for OFFICIAL, and the Signing Recipient will seek prior written approval from the Agencies; • offshore recipients must also comply with the principles of ISO27001; • the Agencies retain the right to audit the Recipient's (and any offshore recipient's) compliance with the ISO27001 principles; • it (and each of its offshore recipients) will report Council Tax Data losses or wrongful disclosure, or any material breach of the End User Terms committed by it (or to the extent notified to it by any of its Key Service Providers or of which it becomes aware) as soon as possible and within 2 working days of discovery; and • it shall comply with the Destruction Requirements in respect of any Council Tax Data no longer required or on termination of the End User Terms. <p>The Signing Recipient complies with the principles of ISO27001 in relation to storing, moving and processing the Council Tax Data.</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Legal basis?	<p>The Signing Recipient acknowledges that it the legal gateway for access to the Council Tax Data provided by HMRC/VOA as set out in section 69 of the Water Act (as amended from time to time).</p> <p>The Signing Recipient understands that no similar gateway is required in relation to the Council Tax Data provided by the fourteen Scottish Assessors and the Land Property Services in Northern Ireland.</p>	<input type="checkbox"/> <input type="checkbox"/>
Use Limitation	The Signing Recipient confirms that it will only use the Council Tax Data for the purposes set out	<input type="checkbox"/>

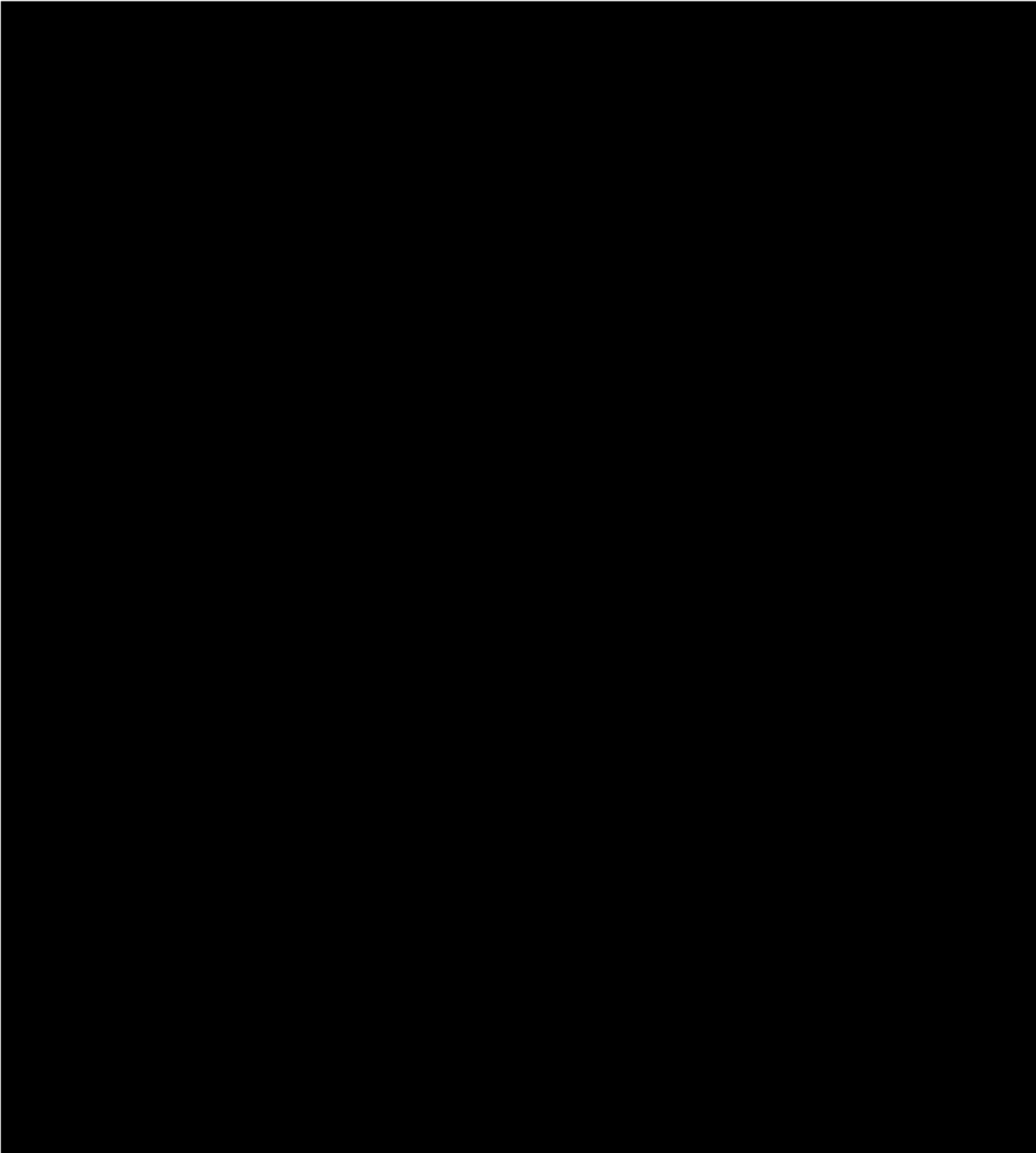
	above, which will also include disclosures to other Recipients within Recipient Scenarios.	
	It is agreed that this Recipient Scenario may be revised from time to time by written agreement between Flood Re and the signing Recipient (subject to written approval from the Agencies in the event of any change to the template version)	<input type="checkbox"/>

APPENDIX 7









APPENDIX 8

