1. **Educate and Familiarise**: As a conveyancer, take the time to educate yourself and your team about digital signatures, electronic signatures, and e-signature platforms. Ensure you understand the fundamental differences between them, even if you're not a ‘techno-geek’. This knowledge will help you adapt to the changing landscape of document execution.
2. [**Practice Guide 82**](https://www.gov.uk/government/publications/electronic-signatures-accepted-by-hm-land-registry-pg82/practice-guide-82-electronic-signatures-accepted-by-hm-land-registry)explains what is, and is not, acceptable to HM Land Registry. HM Land Registry accepts:
   1. Electronic signatures that are used in documents creating interests which are only going to be the subject of a unilateral or agreed notice, e.g. no witness required.
   2. Mercury Signatures: ‘data in electronic form which is attached to, or logically associated with, other data in electronic form and which is used by the signatory to sign’ e.g. a PDF of an executed document, wet-signed and witnessed – a ‘Mercury[1](#_bookmark1) Signed’ Document.
   3. Conveyancer Certified Signature - HM Land Registry will accept most documents being electronically signed where:
      * an operating system or a platform manages the electronic signing process, including the creation of the electronic signature.
      * the conveyancers retain with their conveyancing file a copy of the completion certificate or audit report produced by the platform at the end of the signing process. Such a certificate or report should give an audit trail of the signing, including the time and date of the signatures, e-mail addresses the document was sent to, the one-time password (OTP) method used, the fields that were completed and the IP addresses of the devices that were used.
      * all the parties to the disposition or other dealing, including any parties who are not signing, are represented by a conveyancer. This requirement is subject to three exceptions: only (i) the lender in the case of a mortgage, discharge or release; (ii) the personal representatives in the case of an assent; and (iii) the donor in the case of a power of attorney, need have conveyancers acting for them.
      * all the conveyancers involved agree to the use of conveyancer-certified electronic signatures (though not all signatures have to be electronic – it can be signed using mixed signing e.g. wet-witnessed signatures and digital signatures).
      * the conveyancer who lodges the application does so by electronic means and includes with the application:
        + a PDF of the completed document. Where the application is for first registration, a print-out of the PDF, certified to be a true copy of the original deed, can be lodged.
        + [a certificate](https://www.gov.uk/government/publications/electronic-signatures-accepted-by-hm-land-registry-pg82/practice-guide-82-electronic-signatures-accepted-by-hm-land-registry#appendix-2) in the following form: ‘I certify that, to the best of my knowledge and belief, the applicable requirements set out in Practice Guide 82 for the use of conveyancer-certified electronic signatures have been satisfied.’ The certificate needs to be dated and signed by an individually-regulated conveyancer, their full name and firm or employer must be added and the deed or deeds for which the certificate is given must be specified.
      * Where the transferor’s conveyancer controls the electronic execution system and is the ‘controlling conveyancer’ they must undertake to provide the conveyancer certificate required by HM Land Registry to the buyer’s conveyancer upon completion.

1 R (Mercury Tax Group Ltd) v HMRC [2008] EWHC 2721 (Admin)

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* 1. Qualified Electronic Signatures**:** Section 91 of the Land Registration Act 2002 provides for a document in electronic form to be regarded for the purposes of legislation as a deed if certain conditions are met. HM Land Registry are currently accept electronic dispositions signed with Qualified Electronic Signatures under a pilot scheme involving a small number of conveyancers and a limited number of kinds of registrable disposition. *HM Land Registry are working on being able to accept these signatures more widely as the next stage of its work on electronic signatures.*

1. **Client Communication**: When working with clients, communicate the importance of digital signatures and the options available. Make sure your clients are aware of the differences between wet-ink signatures and digital signatures. Provide guidance on the security and authenticity of digital signatures to ease their concerns and make sure they have access to a smart phone if they would like to use digital signatures.
2. **Lender Collaboration:** In cases involving mortgages, collaborate closely with lenders to understand their specific requirements and preferences regarding digital signatures. Seek confirmation from lenders on their acceptance of digital signatures as it may vary from case to case. Ensure the digital signing process aligns with lender expectations to streamline transactions. UK Finance are working on updating their Handbook to identify lender requirements in this respect.
3. **Stay Informed**: Keep abreast of updates and guidelines from authoritative bodies such as HM Land Registry and UK Finance. Stay informed about any changes or developments in digital signature regulations and practices. This proactive approach will help you adapt your conveyancing processes to meet evolving standards.
4. **Evaluate Adoption**: Assess whether your firm should consider adopting the Simple Electronic Signature Platform Approach, as a transition toward more advanced digital signature solutions. Determine its suitability for your clients and cases, keeping in mind that the future of digital signatures may evolve further with Qualified Electronic Signatures. Continually evaluate the feasibility and benefits of moving away from traditional ink-and-paper methods.

**These materials are not intended to be relied upon as specific legal advice.**

To the fullest extent permitted by law, The Conveyancing Association will not be liable by reason of breach of contract; negligence or otherwise for any loss or damage (whether direct, indirect or consequential) occasioned to any person acting or omitting to act or refraining from acting upon the material or, arising from or connected with any error or omission in the materials. Nothing in this paragraph shall be deemed to exclude or limit The Conveyancing Association’s liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation. Loss and damage referred to above shall include but not be limited to any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable by any third-party (in all cases whether direct, indirect or consequential) or any other direct, indirect or consequential loss or damages.