

**APPLICATION FORM FOR APPOINTMENT TO THE
CONVEYANCING PANEL**

Please answer ALL questions using BLOCK CAPITALS and/or TICK the relevant box

1. FIRM CONTACT DETAILS

FIRM NAME:

FIRM ADDRESS:

Postcode:

DX Address:

Telephone No:

Fax No:

E-mail Address:

**HEAD OFFICE ADDRESS:
(if different to firm address)**

2. NUMBER OF PARTNERS IN THE FIRM

Please specify the number of partners in your firm:

Please specify the date the firm was set up:

3. BANK DETAILS

Please state details of your Firm's Client Deposit Account.

Account Name:

Account Number:

Bank Sort Code:

Name of Bank:

Branch where the account is held:

Date the account was opened:

4. HAVE YOU OR ANY OF YOUR EMPLOYEES PREVIOUSLY BEEN ON THE SOCIETY'S PANEL?

Yes:

No:

If YES, please provide details below of the Firm Name including previous address details:

5. HAVE YOU OR ANY YOUR EMPLOYEES EVER BEEN REJECTED OR REMOVED FROM THE SOCIETY'S PANEL OR ANY OTHER FINANCIAL INSTITUTION'S PANEL?

Yes:

No:

If YES, please provide the reason for your rejection/removal.

6. HAVE YOU OR ANY OF YOUR EMPLOYEES EVER BEEN SUBJECT TO A LAW SOCIETY INTERVENTION?

Yes:

No:

If YES, please provide the reason (s) for the intervention and the outcome.

7. HAVE YOU OR ANY OF YOUR EMPLOYEES EVER BEEN SUBJECT TO ANY DISCIPLINARY SANCTIONS BY THE SOLICITORS REGULATION AUTHORITY?

Yes:

No:

If YES, please provide details below.

8. HAVE YOU OR ANY OF YOUR PARTNER(S) EVER RECEIVED YOUR PROFESSIONAL INDEMNITY INSURANCE VIA THE ASSIGNED RISKS POOL?

Yes:

No:

If YES, please provide reasons below.

9. HOW IS YOUR CURRENT PROFESSIONAL INDEMNITY INSURANCE PROVIDED?

Qualifying Insurer:

Assigned Risks Pool:

On behalf of the Firm I enclose the following: *(please provide all documents to avoid delay)*

- (i) A copy of the Firm's current Professional Indemnity Insurance Certificate
- (ii) A copy of the Firm's letter headed paper
- (iii) A copy of each Partner's Practising Certificate
- (iv) A copy of the Firm's most recent Client Deposit Account bank statement
- (v) Signed and dated Professional Indemnity Insurance Authority Form
- (vi) Signed and dated Terms and Conditions Acceptance Form

If you are a Licensed Conveyancer, please supply evidence that you are registered with the Council of Licensed Conveyancers.

I declare that all the above particulars are true and to the best of my knowledge.

Signature by Senior Partner:

Name of Senior Partner

Date:

Please return this Form to:

**Mortgage Services
Leeds Building Society
105 Albion Street
Leeds
LS1 5AS**

**LEEDS BUILDING SOCIETY
CONVEYANCING PANEL
TERMS AND CONDITIONS ACCEPTANCE FORM**

Please answer ALL questions using BLOCK CAPITALS

1. FIRM CONTACT DETAILS

FIRM NAME:

FIRM ADDRESS:

Postcode:

DX Address:

Telephone No:

Fax No:

E-mail Address:

2. ACCEPTANCE OF THE SOCIETY'S TERMS AND CONDITIONS

THE FIRM IS BEING SUPERVISED IN ACCORDANCE WITH THE SOLICITORS' CODE OF CONDUCT 2007. FOR THE AVOIDANCE OF DOUBT, REFERENCE TO PARTNER INCLUDES REFERENCE TO A LLP'S.

I HEREBY AGREE TO THE FIRM'S APPOINTMENT TO LEEDS BUILDING SOCIETY'S CONVEYANCING PANEL FOR THE PURPOSE OF ACTING ON BEHALF OF LEEDS BUILDING SOCIETY IN RELATION TO MORTGAGE WORK AND IN ACCORDANCE WITH THE 'TERMS AND CONDITIONS', A COPY OF WHICH HAS BEEN SUPPLIED TO ME.

Signature by Senior Partner:

Name of Senior Partner:

Date:

**LEEDS BUILDING SOCIETY
CONVEYANCING PANEL
PROFESSIONAL INDEMNITY INSURANCE AUTHORITY FORM**

Please answer ALL questions using BLOCK CAPITALS

1. FIRM CONTACT DETAILS

FIRM NAME:

FIRM ADDRESS:

Postcode:

DX Address:

Telephone No:

Fax No:

E-mail Address:

**2. AUTHORITY FOR THE PROFESSIONAL INDEMNITY INSURER TO DISCLOSE
INFORMATION TO LEEDS BUILDING SOCIETY**

**I HEREBY AGREE TO THE FIRM'S PROFESSIONAL INDEMNITY INSURER
.....DISCLOSING ANY INFORMATION REQUIRED BY LEEDS
BUILDING SOCIETY, WHICH MAY INCLUDE, BUT NOT LIMITED TO, THE TYPE OF INSURANCE
POLICY THE FIRM HAS AND THE LEVEL OF COVER AWARDED.**

Signature by Senior Partner:

Name of Senior Partner:

Date:

LEEDS BUILDING SOCIETY

TERMS AND CONDITIONS FOR

CONVEYANCING PANEL APPOINTMENT

- 1.1 In these terms, the phrases “you” and “your” means any sole practitioner, partnership, incorporated practice (this includes all partners in a partnership and all directors in an incorporated practice), licensed conveyancer shall not apply in Scotland and Northern Ireland.
 - 1.2 The phrases “us”, “our” and “we” means Leeds Building Society and any agent of Leeds Building Society.
 - 1.3 Your appointment to our conveyancing panel is subject to acceptance of these terms. All mortgage work that you do on our behalf must be carried out in accordance with these terms, the written instructions that we give you and the CML Lenders’ Handbook.
 - 1.4 For solicitors in England & Wales, all instructions to you are subject to the limitations contained in the Solicitors Code of Practice 2007.
 2. You hereby agree to undertake the following:
 - 2.1 To act for us at the practising address(es) noted on our records. Your office(s) will be open during normal working hours in your locality. We must be able to contact you between the hours of 9.00am to 5.00pm Monday to Friday, except on Bank and Public Holidays.
 - 2.2 To notify us in writing of any change to your details as held on our records for example;
 - bank account
 - change of address
 - telephone number
 - document exchange, and
 - e-mail address.
- Notification must be provided to us at least 10 days before the change is to be effective.
- 2.3 You must maintain access to the internet and be able to communicate with us using electronic mail. You must take reasonable steps to ensure that any computer equipment you use in connection with our mortgages is secure from unauthorised access and you must also back up all information relating to our mortgages on your system on regular intervals.
 - 2.4 Unless we agree with you in writing each practising address dealing with us should only use one client account for Leeds Building Society. The details of that client account must have been provided to us, and any changes should be notified to us in the same way as required in 2.2 above.
 - 2.5 To notify us promptly in writing of any changes to the structure of your practice, including but not limited to a change from partnership to a sole practitioner, or, a change to a limited liability partnership. You must provide us with the current names and contact details of the partners for the time being of your firm within 7 days of receiving a request from us.
 - 2.6 If you are (or have become) a limited liability partnership, and have not previously been approved by us, then you must on receipt of any instructions from us first notify our Mortgage Services Department. You should advise them that you are a limited liability partnership and obtain confirmation that you may proceed before commencing any work on any transaction.
 - 2.7 To notify us immediately in writing if any of the events referred to in 5.2 below occur.

- 2.8 To maintain at all times a current practising certificate free from conditions (other than general conditions relating to training and indemnity), and to notify us immediately in the event that any of the partners and/or solicitors are subject to any disciplinary proceedings.
- 2.9 To keep in force at all times appropriate professional indemnity insurance. If at any time you enter the Assigned Risk Pool, you will notify us in writing immediately and co-operate with us in any monitoring arrangements that we put in place in accordance with 3.2 below.
- 2.10 To notify us immediately if your level of professional indemnity insurance cover should fall below £2 million.
- 2.11 To carry out our instructions with reasonable care and skill, ensuring that all employees carrying out mortgage work on our behalf are qualified and competent to do so.
- 2.12 To quote on all communications with us relating to deeds/registration issues, whether by telephone or in writing, the panel number that we provide for each practising address and the mortgage account or application number for the mortgage concerned.
- 2.13 That any title deeds you borrow from us in connection with the personal mortgage of a partner or director at your firm must be requested by a partner or director other than the partner or director concerned and the transaction must be handled by that other partner or director.
- 2.14 You have received the consent of all borrowers to apply for the deeds, before submitting a request for deeds. We will accept your request for deeds on the understanding that you have obtained such consent. If this is not the case then you should advise our Deeds Services Department in writing when you make your request.
- 2.15 To return our deeds when required to do so according to the directions we give in the CML Lenders Handbook. Please note our deeds retention policy is under constant review.
- 2.16 To keep us informed of the reasons for any delay in your being able to send the title deeds and documents we require to us within 3 months of completion. (We will send reminders if the deeds have not been received, we will also acknowledge receipt of deeds).
- 2.17 To be responsible for the reconciliation of the title deeds (whether the title is registered or unregistered, at your own cost), where any deeds in your possession, or were last known to be in your possession, go missing.
- 2.18 To forward the title deeds and documents to another solicitors firm within 24 hours of an instruction from us requiring you to do so. On forwarding the deeds as instructed you will confirm to us that you have done so. Upon receipt of your confirmation, we will release you from all undertakings relating to your holding the title deeds.
- 2.19 That all deeds and documents of title in your possession, from time to time relating to a property that we have an interest in as a mortgagee (heritable creditor in Scotland), will be held safely and to our order and no lien will be created or exercised over them.
- 2.20 Unless you are instructed otherwise, your costs should be recovered from the borrower, and on a fair and reasonable basis of calculation.
- 2.21 At all times to observe and comply with the provisions of the Data Protection Act 1998. For evidential purposes, you must keep your file for a minimum of six years from the date of the mortgage before destroying it. Microfiche or data imaging is suitable compliance with this requirement. It is the practice of some fraudsters to demand the conveyancing file on completion in order to destroy evidence that may later be used against them. It is important to retain these documents to protect our interest. Where you are processing personal data (as defined in the Data Protection Act 1998) on our behalf, you must:

- take such security measures as are required to enable you to comply with obligations equivalent to those imposed on us by the seventh data protection principle in the 1998 Act; and
 - process such personal data only in accordance with our instructions. In addition, you must allow us to conduct such reasonable audit of your information security measures as we require to ensure your compliance with your obligations in this paragraph.
- 2.22 Not to set off or claim any lien over monies, which you have received by way of advance or redemption from us.
- 2.23 To indemnify us against all losses sustained by us and against all costs claims, demands and liability arising out of any breach by you of your obligations including but not limited to payments of any administration charges or solicitors costs levied under clause 3.3 or 3.4 below.

Our Rights

3. We have the following rights:

- 3.1 To visit (together with any appropriate third party) the practising address(es) at anytime during normal working hours, that being between 9.00am and 5.00pm, Monday to Friday (excluding Bank or Public Holidays) for the purpose of inspecting all documents and files relating to transactions carried out on our behalf and where necessary for the purposes of taking copies, examining, verifying and/or retrieving all deeds and documents of title and our papers held by you on our behalf.
- 3.2 To call for copies of your practising certificates or insurance policies from time to time for inspection purposes. Where we have been notified that you have joined the Assigned Risk Pool, to undertake any monitoring arrangements that we consider necessary during the time that you remain in the Assigned Risk Pool.
- 3.3 Where deeds are outstanding for longer than the period stated without reasonable explanation being provided to our Deeds Department, and/or we are not satisfied with the standard of work, then we may commence tracking and monitoring procedures which may include but not limited to the following:
- Visits by our representatives (see 3.1 above)
 - Review your panel status, which may result in you being removed from our panel
 - Instructing external solicitors to assist us in retrieving outstanding title deeds or reconstituting deeds.

Where it is necessary for us to invoke these procedures we will charge you administration fees and the cost of employing an external firm of solicitors will be borne by you. We may also suspend further instructions to you during the monitoring process.

- 3.4 Where we have found it necessary to remove you from our panel, we will not provide you with the reasons for your removal.

Periodic Review

4. Where it is necessary to vary these terms, we will provide you with a copy of the new terms.

Termination

- 5.1 You may terminate your panel appointment with us, upon giving us not less than 14 days written notice.
- 5.2 Your panel appointment may be suspended or terminated by us at any time for any reason (without explanation of the reason) by notice in writing to you. It shall in any event terminate automatically upon one or more of the following events occurring:

- 5.2.1 Your ceasing to carry on a business or trade as a solicitor/licensed conveyancer or being dissolved or wound up whether voluntarily or compulsorily or being presented with a bankruptcy petition or entering into any agreement or arrangement with your creditors; or
- 5.2.2 Your having an agent or judicial factor appointed by the relevant Law Society in respect of the practice or in respect of any matter on which instructions have been received from us;
- 5.2.3 Your being charged with any criminal offence, (other than an offence under the Road Traffic Acts).
- 5.3 Following termination you:
 - 5.3.1 shall no longer be instructed to act on our behalf and any instructions received after the date of termination shall be returned immediately to the address from which they were sent;
 - 5.3.2 shall, if advised in writing by us, deal with all outstanding instructions in accordance with or further instructions and, if so advised, return all deeds and documents of title in your possession to us or any person or firm nominated by us.

Assignment (Assignment in Scotland)

- 6. This agreement and all rights and obligations under it shall not be assigned or transferred by you without our consent in writing.

Waiver

- 7. Failure or neglect by us to enforce at any time any of these provisions shall not be construed or deemed to be a waiver of our rights, nor in any way affect the validity of the whole or any part of these terms, nor prejudice our rights to take subsequent action.

Notice

- 8. All notices required to be given under these terms shall be in writing and shall be deemed to have been given when delivered, if delivered by messenger, during normal business hours (as defined in Clause 2.1); when sent, if transmitted by e-mail or facsimile transmission, during normal business hours; or on the second business day following mailing if mailed by recorded or registered mail, or first class mail postage prepaid or Document Exchange.

Any notice to us shall be sent to;

**Mortgage Services Department
Leeds Building Society
105 Albion Street
Leeds
LS1 5AS**

Any notice to you shall be sent to your last known address.

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