

**NOTES:**

- If your answer to any question exceeds the space allowed, continue on a separate sheet clearly marking the question number.
- The whole of this application form is to be completed by the senior partner/director of your practice.
- Please note that the Society reserves the right to terminate your membership of its Conveyancing Panel if you fail to provide any relevant information or provide incorrect information in this application form or in relation to any future requests for information.
- Please also note that your membership of the Society's Conveyancing Panel can be terminated at any time without notice by the Society in the event of a Disciplinary Tribunal decision or where your firm has not acted for the Society in the grant of a mortgage for a period in excess of one year.
- The Society will verify the regulatory status of every practice applying for admission to its Conveyancing Panel. The Society will check whether practices located in England and Wales hold Conveyancing Quality Scheme ("CQS") accreditation where appropriate. The society requires annual evidence that the practice has a renewed CQS certificate.
- The completed application form must be returned to Conveyancers Panel Administration, Customer Service Department, Norwich & Peterborough Building Society, YBS Group, Lynch Wood, Peterborough, PE2 6WZ. Dx No 29181 Lynch Wood - 2
- We reserve the right to terminate your membership at any time should the Society deem this to be appropriate.
- Please note we require an answer to every question.

**A PRACTICE CONTACT DETAILS**

- Name of your Practice (include any trading names)
- Are you a Sole Practitioner?  Yes  No
- Please state your Practice's constitution (ie partnership/LLP/LDP/LTD/ABS)
- Please confirm the number of Partners/directors in the Practice
- Solicitors Regulation Authority, Council for Licensed Conveyancers, Law Society of Scotland or Law Society of Northern Ireland Practice Registration Number
- Postal address of the Practice's main office (including postcode and DX)
- Telephone number
- Email address of senior partner/director
- Please state the number of years that the Practice has been established
- Please state the number of years that the Practice has been based at this location
- State how many branches of the Practice provide residential Conveyancing services
- Give details (postal address, telephone number and number of years at location) of any other branch that provide Residential Conveyancing services
- Are the main office and each branch supervised by a partner?  Yes  No  
If No please provide details

**A PRACTICE CONTACT DETAILS - continued**

13.1. Name and Job Title of Partner

13.2. Number of years Post Qualification Experience

13.3. Arrangements for the supervision for Branch or Head office

**B PRACTICE CLIENT ACCOUNT DETAILS**

Please state details of your Client Account

1. Account name

2. Account number

3. Bank sort code

4. Name of bank

5. Are the above details for all offices you intend to have added to our panel under this application.  Yes  No

If NO Please provide Bank details and valid Bank Statements for any other accounts. Please confirm to which offices each details relate.

**C GENERAL INFORMATION ABOUT YOUR PRACTICE**

Please provide the following information about your Practice

1. Number of residential conveyancing transactions carried out by your Practice

In the previous 12 months

In the last Five years

2. Does a partner/director of the Practice directly supervise all residential conveyancing transactions undertaken by the Practice?  Yes  No

If No, please provide full details of supervision arrangements including Name, Job Title and number of years post qualification experience in residential conveyancing.

3. Has your Practice or have any of your Practice's employees ever previously been on, removed and or had any application rejected from the Society's Conveyancing Panel or indeed been removed or had any application rejected from any other financial institutions panel  Yes  No

If Yes, please provide details of the firm name including details of any rejection.

4. Has your Practice or have any of your Practice's employees ever been subject to an intervention / disciplinary sanctions by the Law Society/ Solicitors Regulation Authority, Council for Licensed Conveyancers, Law Society of Scotland, Law Society of Northern Ireland or other regulator?  Yes  No

If Yes, please provide full details including the reason for the intervention / disciplinary sanctions and the outcome

**C GENERAL INFORMATION ABOUT YOUR PRACTICE Continued**

5. Has your firm or clients (to the best of your knowledge) been the victim of any type of cyber attack/fraud scam?  Yes  No

If Yes, please provide full details, including whether loss was sustained to your firm or client.

Please provide details of a contact name to discuss

6. Please provide the number of upheld complaints in respect of residential conveyancing in the past 5 years.

If No complaints about conveyancing received please state None

7. Please provide details of the nature of any upheld complaints about conveyancing received by your Practice over the last 5 years (please note: details of your client's identity can be redacted)

8. If you are a Sole Practitioner please give details of locum arrangements when you are away from the office, including the firm name, and full postal address. **(for sole practitioners only, we will accept a conveyancing employee with 7+ years PQE)** Any Locum must be a current member of the panel

**D ACCREDITATION**

1. Has your Practice obtained Conveyancing Quality Scheme ("CQS") accreditation from the Law Society?  Yes  No

If Yes, please provide a copy of your accreditation (not applicable to licensed conveyancers or practices in Scotland or Northern Ireland)

If this has recently expired please also forward a copy of an e-mail from the Law Society confirming they are in receipt of your renewal application and a copy of your expired Certificate

**E PROFESSIONAL INDEMNITY INSURANCE**

1. Has your Practice, or any of the partners/directors in your Practice, ever received any professional indemnity insurance via the Assigned Risks Pool?  Yes  No

If Yes, please provide full details (not applicable to licensed conveyancers, or to practices in Scotland or Northern Ireland)

2. Please state the name of your actual current professional indemnity insurance provider (not broker details) and your limit of cover

3. How many professional indemnity insurance residential conveyancing claims has your Practice received over the past 5 years? **(A number must be provided but we do not require details of closed notifications where no monies have been paid out)**

4. Please provide full details of each claim notified in point 3. A brief summary of each claim to include any amounts paid out and confirmation as to whether the claim remains open or closed. **(we only require actual claims where monies have been paid out and or open claims, this includes where any claim has been settled privately but monies have been paid out)**

## F DOCUMENTATION

On behalf of the Practice I enclose the following: (please tick relevant boxes)

- (i) A copy of the Practice's current Professional Indemnity Insurance Certificate and master schedule.(we require the insurer to have a minimum financial security rating of AM Best B+ or Standard and Poor's A) To Minimum cover of £2,000,000 for sole practitioners and partnerships and then minimum of £3,000,000 for LLP and Limited Companies.
- (ii) Your application is returned using letter headed paper as cover.
- (iii) A copy of each Partner's Practising Certificate (please provide no more than 5 practising certificates including those of the senior partner/director, the senior conveyancing partner/director and the managing partner/director of each branch of the practice)
- (iv) A copy of the Practice's most recent Client Account bank statement which must be addressed to the Practice clearly showing the Practice address. **(this statement must be no older than 4 weeks old at the time of receipt, should your statement be older than 6 weeks at finalisation of the application a new statement will be required to complete your admission to the panel)**
- (v) A current copy of the Practice's CQS , if the certificate has recently expired please also forward a copy of an e-mail from the Law Society that they are in receipt of your renewal application (this is Mandatory) and your expired Certificate.
- (vi) Signed and dated Terms and Conditions Acceptance Form
- (vii) **Any incomplete application may be returned and would need to be re-submitted when fully complete. This will result in a delay to your panel acceptance.**
- (viii) **Where we have agreed to hold your application pending receipt of information, failure to provide that information within 30 days will result in the return of your application. You will need to re-apply to join our panel.**

## G DECLARATION

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

**Signed by Senior Partner/Director**

\_\_\_\_\_

**Name of Signatory** (please print)

\_\_\_\_\_

Date

\_\_\_\_\_

## ACCEPTANCE OF TERMS AND CONDITIONS

I agree to the Practice's appointment to the Society's Conveyancing Panel for the purpose of acting on the Society's behalf in relation to mortgage work on the attached 'Terms and Conditions of Panel Appointment'.

Although it is not required that you certify copy documentation, by signing the below you are confirming all copy documentation in support of this application and all future copy documentation are full and true copies of the original documents.

**Signed by Senior Partner/Director**

\_\_\_\_\_

**Name of Signatory** (please print)

\_\_\_\_\_

Date

\_\_\_\_\_

Please return this form to:

Conveyancers Panel Administration  
Customer Service Department  
Norwich & Peterborough Building Society  
YBS Group  
Lynch Wood  
Peterborough  
PE2 6WZ

## YORKSHIRE BUILDING SOCIETY GROUP - TERMS AND CONDITIONS OF PANEL APPOINTMENT

### 1. General

- 1.1** Your appointment to our conveyancing panel is subject to these terms. Your acceptance of instructions from us is on the basis that you accept 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 or any alternative set of standard instructions to which we may subsequently subscribe.
- 1.2** The phrases "you" and "your" mean any sole practitioner, partnership, limited liability incorporated practice (this includes all partners and all directors), licensed conveyancer or in Scotland independent qualified conveyancer.
- 1.3** "Us", "our" and "we" mean Yorkshire Building Society Group ("the Society").

### 2. Your Obligations

You agree:

- 2.1** To act for us at the practising address(es) noted on our records. Your office(s) will be open during normal office hours in your locality. We must be able to contact you between the hours of 9am to 5pm through Monday to Friday, except on Bank and Public Holidays.
- 2.2** If you are a sole practitioner, to arrange for appropriate cover where necessary. Your locum must be a member of our conveyancing panel.
- 2.3** To notify us in writing, of any change in your details as held on our records for example, change of address, telephone number, document exchange number, email address and client account bank details. Notification must be given to us at least 10 days before the change will be effective.
- 2.4** You must maintain access to the internet and be able to communicate with us using email. You must take reasonable steps to ensure that any computer equipment you use in connection with our mortgages is secure from unauthorised access. You must back up information held on your computer system relating to our mortgages at intervals of no more than one week.
- 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 a sole practitioner to a partnership or, in any case, a change to a limited liability partnership, legal disciplinary partnership, incorporated practice or alternative business structure.
- 2.6** To notify us immediately in writing if any of the events referred to in 5.2 below occur.
- 2.7** To at all times maintain a current practising certificate/licence for all partners/directors and legally qualified fee earners free from conditions (other than general conditions relating to training and indemnity). If any such conditions are applied you must notify us immediately and provide certified copies of the relevant practising certificate. If we request, you must produce certified copies of any practising certificates to us.
- 2.8** To keep in force at all times appropriate professional indemnity insurance and, if we request, to produce a certified copy of the insurance policy to us together with evidence of payment of the last premium due under the policy.
- 2.9** If at any time you enter the Assigned Risk Pool (solicitor practices in England and Wales only) you will notify us in writing immediately, you must also inform us immediately of any changes to your professional indemnity insurance.
- 2.10** 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.
- 2.11** To reply promptly to correspondence from us and to keep us advised of any delay or difficulty in carrying out our mortgage instructions or other matters which may be prejudicial to our interests.
- 2.12** That any title deeds or other documents 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. If you are a sole practitioner and require the loan of title deeds or other documents in connection with your own mortgage, you must nominate a different firm on our panel to request the deeds or documents and handle the transaction.
- 2.13** That you have the consent of all borrowers to apply for the title deeds or other documents, before making any request for deeds or documents. We will accept your request for title deeds or other documents on the understanding that you have obtained such consent. If this is not the case then you should advise our Customer Service Department in writing when you make your request.
- 2.14** To immediately return our title deeds or other documents when required by us to do so.
- 2.15** To keep us informed of the reasons for any delay in your being able to send confirmation of completion of registration of our mortgage or standard security, the title deeds and or any other documents we require to us within two months.
- 2.16** To be responsible for the reconstitution of the title deeds or other documents (whether the title is registered or unregistered, at your own cost), where any title deeds or other documents in your possession, or which were last known to be in your possession, go missing. This also applies to any title deeds or other documents which are lost, mislaid or go missing whilst in transit to us from your practice whether by ordinary, recorded or special delivery post, DX, courier or any other method whatsoever.
- 2.17** To forward the title deeds and other documents to another solicitor/conveyancer within 24 hours of an instruction from us requiring you to do so. On forwarding the deeds or documents 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 or documents.
- 2.18** That all title deeds and other documents in your possession from time to time relating to a property that we have an interest in as mortgagee (heritable creditor in Scotland), will be held safely and to our order and that no lien will be created or exercised over them.
- 2.19** 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 seven years from the date of the mortgage before destroying it. Microfiche or data imaging is suitable compliance with this requirement. It is important to retain these documents to protect our interests. 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 our obligations in this paragraph.

**2.20** Not to set off or claim any lien over monies, which you have received by way of advance or redemption from or on behalf of Yorkshire Building Society.

**2.21** To indemnify us against all losses sustained by us and against all costs, claims, demand and liability arising out of any breach by you of your obligations including but not limited to payment of any administration charges or legal costs levied under clause 3.3 or 3.4 below.

**2.22** All copy documentation produced with your application and all future copy documentation must be full true copies of the original documents.

**2.23** To ensure that only appropriately qualified conveyancers are authorised to sign Certificates of Title

### 3. Our Rights

We have the following rights:

**3.1** to visit (together with any appropriate third party) the practising address(es) at any time during normal working hours, that being between 9am and 5pm 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 title deeds, other documents and papers held by you on our behalf;

**3.2** to call for certified copies of your practising certificates or licences and insurance policies from time to time for inspection purposes;

**3.3** where deeds are outstanding for longer than a period which we consider reasonable without a reasonable explanation being provided to our Customer Service Department, and/or we are not satisfied that you are complying with these terms and conditions, then we may commence tracking and monitoring procedures which may include:

- sending tracking letters to you and visits by our representatives (see 3.1 above);
- reviewing your panel status, which may result in your being removed from our panel;
- instructing in-house or external lawyers to assist us in retrieving or reconstituting outstanding title deeds title deeds or other documents;

where it is necessary for us to invoke these procedures, you will be responsible for all in-house and external legal and administrative costs and expenses that we incur. We may also suspend further instructions to you during the monitoring process.

### 4. Periodic Review

We will review these terms from time to time and may vary them upon giving you not less than 14 days notice in writing. Where it is necessary to vary these items, we will provide you with a full copy of varied terms upon requests.

### 5. 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. Under no circumstances shall we be under any obligation to explain to you the reason for your suspension or termination. Your appointment shall in any event terminate automatically upon any one or more of the following events occurring:

**5.2.1** you ceasing to carry on a business or trade as a solicitor/licensed conveyancer or your practice being dissolved or wound up whether voluntarily or compulsorily or any partner/director being presented with a bankruptcy petition or entering into any agreement or arrangement with creditors; or

**5.2.2** you having an intervention agent or judicial factor appointed by the Solicitors Regulation Authority, Council for Licensed Conveyancers, Law Society or Scotland, Law Society or Northern Ireland or other regulator in respect of the practice or in respect of any matter on which instructions have been received from us;

**5.2.3** any partner/director 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 new instructions received after the date of termination shall be returned immediately to the address from which they were sent.

**5.3.2** shall, if required in writing by us, deal with all outstanding instructions in accordance with our further instructions and, if so required, return advance funds and all title deeds and other documents in your possession to us or any person or firm nominated by us.

### 6. Waiver

Any 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.

### 7. Notices

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 email 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 shall be sent to us at Conveyancers Panel Administration, Customer Service Department, Nowich & Peterborough Building Society, YBS Group, Lynch Wood, Peterborough, PE2 6WZ, Dx No 29181 Lynch Wood - 2. Any notice to you shall be sent to your last known main office address.