



LEEDS BUILDING SOCIETY

**TERMS AND CONDITIONS 2010
FOR
GIBRALTAR 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).
- 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 and the Society’s written instructions.
- 1.4 All instructions to you will be subject to the laws of Gibraltar and all rules prescribed from time to time by the Bar Council and the Law Society in England as modified by the Chief Justice of Gibraltar.
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 Gibraltar 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;
 - address;
 - telephone number;
 - document exchange; or
 - e-mail address.

You must ensure that such notification is received by us at least 10 days before the change is to be effective.

- 2.3 To 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 instructions is secure from unauthorised access and you must also back up all information relating to our instructions 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 To notify us immediately in writing if any of the events referred to in condition 6.2 below occur.

- 2.7 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 lawyers are subject to any disciplinary proceedings.
- 2.8 To keep in force at all times appropriate professional indemnity insurance, with a minimum level of cover of £2 million. If at any time you or any lawyer in your firm does not have the relevant professional indemnity insurance, you must notify us in writing immediately and cooperate with us in any monitoring arrangements that we put in place in accordance with condition 3.2 below.
- 2.9 To notify us immediately if your level of professional indemnity insurance cover should fall below £2 million.
- 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 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.
- 2.12 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.
- 2.13 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 Department in writing when you make your request.
- 2.14 To return our deeds when required to do so according to the directions we give. Please note our deeds retention policy is under constant review.
- 2.15 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 acknowledge receipt of deeds. We will also send reminders if the deeds have not yet been received.
- 2.16 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.
- 2.17 To forward the title deeds and documents to another lawyers 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.
- 2.18 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, will be held safely and to our order and no lien will be created or exercised over them.
- 2.19 Unless you are instructed otherwise, your costs should be recovered from the borrower, and on a fair and reasonable basis of calculation.
- 2.20 At all times to observe and comply with the provisions of the Data Protection Act 2004. 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 2004 ("2004 Act")) on our behalf, you must:

- take such security measures as are required to enable you to comply with obligations in the 2004 Act; and
 - not to do anything or omit to do anything which would cause us to breach of the 2004 Act.
 - 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.
- 2.21 Not to set off or claim any lien over monies, which you have received by way of advance or redemption from us.

Indemnity

3. You will indemnify us against all costs, claims, actions, demands, liabilities, losses or damages arising directly or indirectly from any performance or non-performance by you of your obligations in these terms and conditions.

Our Rights

4. You agree that we shall have the following rights:
- 4.1 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 any Gibraltar 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.
- 4.2 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 or any Lawyer working with you no longer has the relevant indemnity insurance, we can undertake any monitoring arrangements that we consider necessary during the time that you or they remain without the insurance.
- 4.3 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;
 - Reviewing your panel status, which may result in you being removed from our panel;
 - Instructing external lawyers or any other agent we deem appropriate, to assist us in retrieving outstanding title deeds or reconstituting deeds.

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

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

Periodic Review

5. Where it is necessary to vary these terms, we will provide you with a copy of the new terms for you to agree and sign. In the event that you do not agree to the new terms, we may remove you from the panel.

Termination

- 6.1 You may terminate your panel appointment with us, upon giving us not less than 14 days written notice.
- 6.2 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:
 - 6.2.1 Your ceasing to carry on a business or trade as a lawyer 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
 - 6.2.2 Your having an agent or judicial factor appointed by the General Council of the Bar in respect of the firm or in respect of any matter on which instructions have been received from us;
 - 6.2.3 Your being charged with any criminal offence.
- 6.3 Following termination:
 - 6.3.1 you 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;
 - 6.3.2 you 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

7. This agreement and all rights and obligations under it shall not be assigned or transferred by you without our prior written consent.

Waiver

8. 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.

Severability

9. The invalidity of any term of or any right arising pursuant to this agreement shall not in any way affect the remaining terms or rights.

Third Party Rights

10. A person who is not a party to this agreement shall not have any rights under or in connection with it.

Variation

11. No variation of the terms of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Governing Law and Jurisdiction

12. The parties each submit to the exclusive jurisdiction of the courts of England and Wales for the purposes of any proceedings or dispute arising out of or in connection herewith.

Entire Agreement

13. This agreement contains the whole agreement between the parties relating the Gibraltar panel appointment and supersedes all prior agreements, arrangements and understandings between the parties relating to the panel appointment.

Notice

14. 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 if delivered by courier.

Any notice to us shall be sent to:

**Leeds Building Society Gibraltar Office
First Floor
Heritage House
235 Main Street
Gibraltar**