

Terms of membership of the Society's Conveyancing Panel

(England, Wales, Scotland and Northern Ireland)



Please complete and return the attached Panel Management form and retain these terms for your information. These terms are the terms agreed between us relating to your membership of the panel, if accepted.

Terms & Conditions

The Society reserves the right to refuse admission to the Panel or to suspend or remove a firm from its Panel without referral or explanation.

1. You must ensure that you/all partners (in the case of a partnership) maintain at all times a current Practising Certificate (or in the case of Licensed Conveyancers a current license).
2. You are required to have and keep in force the minimum cover of professional indemnity insurance required by the SRA or Council of Licensed Conveyancer's (as appropriate), or if the whole loan (or loans where the customer has a portfolio of transactions at or around the same time) exceeds such amount, for a minimum of the whole loan or loan transactions (exclusive of defence costs).
3. Any branch office conducting Conveyancing work is supervised by a partner/solicitor/licensed conveyancer qualified for at least 3 years.
4. The Society is prepared to instruct you to act on its behalf in any work in taking a mortgage or connected to a mortgage or a borrower and any ancillary work of whatever nature and relies upon you to carry out its instructions with reasonable care and skill, and to ensure that all employees dealing with its instructions are qualified and competent to carry out the relevant work. You are instructed in accordance with the CML Lenders' Handbook and any other specific instructions we give you. The Society's Part 2 of the CML Lenders' Handbook is available on the CML website at cml.org.uk.
5. All correspondence must be replied to promptly whether general or relating to a specific transaction.
6. All required deeds and/or documents must be returned promptly to the Society or immediately on demand, or you must advise the Society of the reason for any delays, in particular but not without limitation any delays in registration of the mortgage.
7. All deeds and/or documents returned to the Society must be complete and accurate and contain all the documents and details required by the Society which are necessary to evidence compliance with any aspect of its instructions. You will be responsible for any administrative and /or legal costs where it has been necessary for us to instruct internal or external lawyers.
8. If the Society's charge is not registered within 16 weeks from completion, we expect you to notify us immediately of the full reasons for this and confirm the steps you have taken to preserve our priority. Delays or failure to register the Society's charge will result in referral to our external lawyers to complete outstanding requirements at your expense.
9. You are required to notify the Society if you are also instructed to act on behalf of a seller and a buyer in a conveyancing transaction. The Society will only consider instructing Licensed Conveyancers in such cases if a solicitor would be able under the Solicitor's Practice Rules and any guidance of the rules for the relevant jurisdiction to act for both buyer and seller.
10. Our instructions are personal to the firm to whom they are addressed and must be dealt with solely by that firm. You must not sub-contract or assign our instructions to another firm or body, nor may you accept instructions to act for us from another body, unless we confirm in writing otherwise. If you are not clear if we have authorised our instructions, you should contact our Completions Department directly. Please note that if this requirement is breached, any offer we have made to the borrower may be withdrawn.
11. If you are not instructed for a period in excess of one year you will automatically be suspended from the Panel and will need to re apply.
12. If a firm is suspended or removed by the Society from the Panel and is subsequently reinstated the Society reserves the right to charge an administration fee.
13. If we request copies of our Conveyancing file, you must provide this to us promptly. From time to time, we may request a copy file from you for quality checking and this may be before or after completion of a mortgage.
14. If there are any changes to your partnership or directors you must advise us of such changes. You must also advise us if there is any change in your Professional Indemnity Insurance.
15. Failure to comply with any of the above terms will result in a review of your position on the Society's Panel and you may be referred to your regulator.
16. These terms may be revised by us from time to time and it is a condition of remaining on our panel that your firm complies with the revised terms notified to you.

Data Protection

Under the terms of your appointment you perform legal services on behalf of the Society involving, on behalf of the Society, the processing of personal data of the Society's customers, potential customers and other persons with whom the Society has a relationship. As regards to any personal data (as defined in the Data Protection Act 1998 ("DPA")) processed by you on behalf of the Society in connection with the Society's instructions in your capacity as Data Processor (as defined in the DPA), you agree with and warrant to the Society that you will do the following:

- Co-operate as far as is reasonable with the Society in complying with any subject access request;
- Co-operate fully with the Society in dealing with any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner and permitting the Society to inspect those operations
- The Society shall be a Data Controller and you a Data Controller and a Data Processor;
- You shall only process the personal data for the purpose of providing legal services on instructions from the Society and no data should be released outside the European Economic Area;

Terms & Conditions *(continued)*

- You shall take such security measures as are required to enable you to process all the personal data in compliance with obligations equivalent to those imposed on the Society by the seventh data protection principle of the DPA and you shall provide such co-operation as is reasonably necessary to enable the Society to ensure your compliance with this from time to time. Such co-operation may include helping the Society to carry out risk assessments of your data processing operations, and you shall implement any change to your data processing operations that is identified by the Society as being reasonably necessary for you to comply with these obligations;
- All the personal data processed by you on behalf of the Society shall belong to the Society. You shall, on request, provide the Society with copies of the personal data. On termination of the instructions the personal data may only be processed by you if necessary for the purpose of defending any legal proceedings against you by any person or body and to fulfil your statutory obligations. Following the termination of the instructions and the expiry of any relevant limitation period, you shall transfer all the personal data to the Society, or to a third party nominated by the Society, without keeping any copies (except as required by law or any regulatory body, or as otherwise agreed with the Society).

Call in **branch** | Talk to us today **0345 850 1722** | Visit **skipton.co.uk**



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