

Furness Building Society – Terms and Conditions of Panel Appointment

General

- Your appointment to our conveyancing panel is subject to 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.

Your Obligations

You hereby agree to undertake the following:

- To act for us at the practising address noted on our records. Your office will be open during normal working hours in your locality. We must be able to contact you between the hours of 9am to 5pm Monday to Friday, except on Bank and Public Holidays.
- To notify us in writing of any change to your details as held on our records for example, change of address, telephone number, document exchange number, and email address. Notification must be provided to us at least 10 days before the change is to be effective.
- 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.
- To maintain at all times a current practising certificate/licence for all partners/directors 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.
- 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. If at any time you enter the Assigned Risk Pool (solicitors 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.
- 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.
- 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.
- 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.
- You have the consent of all borrowers to apply for the title deeds or other documents, before submitting a request. 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 Securities Team in writing when you make your request.
- 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.
- To keep us informed of the reasons for any delay in you being able to send confirmation of completion of registration of our mortgage or standard security, the title information documents or any other documents we require to us within 3 months.
- At all times to observe and comply with the provisions of the Data Protection Act 1998.
- Admission to the Panel will be on the basis that you will undertake to notify the Society in the event of any change in the accuracy of the required information.

Our rights

- To visit (together with any appropriate third party) the practising address 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 deeds and documents of title and our papers held by you on our behalf.
- To call for copies of your practising certificates or licenses and insurance policies from time to time for inspection purposes.
- Where deeds are outstanding for longer than a period which we consider reasonable without a reasonable explanation being provided to our Securities Team, 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:
 - 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.

Termination

- You may terminate your panel appointment with us, upon giving us not less than 14 days written notice.
- 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:
 - any partner/director being charged with any criminal offence
 - you having an intervention agent or judicial factor appointed by the Solicitors Regulation Authority, Council for Licensed Conveyancers, Law Society of Scotland or other regulator in respect of the practice or in respect of any matter on which instructions have been received from us.

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.

Notice

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 above); 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; Securities Team, Furness Building Society, 51-55 Duke Street, Barrow in Furness, Cumbria, LA14 1RT. Any notice to you shall be sent to your last known office address.