



# Landbay Conveyancing Panel Application

## Notes:

- If your answer to any question exceeds the space allowed, continue 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 Landbay Partners 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 Landbay may terminate your membership of its conveyancing panel at any time without notice should an event, such as a disciplinary tribunal decision or where your firm has not acted for Landbay for a period more than one year.
- The Landbay will verify the regulatory status of every practice applying for admission to its conveyancing panel. Landbay will check whether practices located in England and Wales hold Conveyancing Quality Scheme ("CQS") accreditation where appropriate.
- This questionnaire be returned to [mortgages@landbay.co.uk](mailto:mortgages@landbay.co.uk).

## Application Details:

Name, address of your firm (including trading names) and number of years trading

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Name of Senior Partner	
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Email & Telephone Number of Senior Partner	
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Law Society Number	Conveyancing Quality Scheme Number

1	Are you a Sole Practitioner	Yes/No
2	How many partners are there	
3	How many partners are there at each office that conveyancing undertaken	
4	Are conveyancing supervised by a partner at additional offices	
5	Email address which will be used to receive offers from Landbay:	
6	Address of any additional offices:	
7	Postal & Email addresses (for instructions to be issued) of all offices:	

**General information in support of your application**

8	Number of Buy to Let transactions per year	
9	Who supervises the transactions – name/number of years qualified?	
10	Has your firm or employees been subject to any disciplinary action by the regulator? If yes, please provide details	
11	Has your firm or employees ever been removed from any lender's panel? If so, please provide details	



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Please provide:

12	A copy of the Practice's current Professional Indemnity Insurance Certificate and master schedule. We require the insurer to have a minimum cover of £3,000,000.	
13	The front page of your Disaster Recovery/Business Continuity Plan	
14	This document signed on your letter head paper	

Bank details:

Account Name	
Account Number	
Sort Code	
Bank Name & Address	

### Declaration

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

Signed by Senior Partner/Director .....

Date

Name of Signatory (please print) .....

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### Terms & Conditions

#### 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 UK Finance (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 partnership, limited liability incorporated practice (this includes all partners and all directors) or licensed conveyancer.
- 1.3 "Us", "our" and "we" mean Landbay Partners Limited (Landbay).

#### 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. 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 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.
- 2.3 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.
- 2.4 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.
- 2.5 To notify us immediately in writing if any of the events referred to in 'Termination' below occur.
- 2.6 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.
- 2.7 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.
- 2.8 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.

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- 2.9 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.
- 2.10 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.
- 2.11 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 email [mortgages@landbay.co.uk](mailto:mortgages@landbay.co.uk).
- 2.12 To immediately return our title deeds or other documents when required by us to do so.
- 2.13 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.
- 2.14 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.
- 2.15 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.
- 2.16 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, will be held safely and to our order and that no lien will be created or exercised over them.
- 2.17 At all times to observe and comply with the provisions of the Data Protection Act 1998.

For evidential purposes, you must keep your file or any other medium that information is retain in for a minimum of seven years from the date of the mortgage before destroying it. 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.
- 2.18 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 Landbay Partners.

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- 2.19 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.
- 2.20 All copy documentation produced with your application and all future copy documentation must be full true copies of the original documents.
- 2.21 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.

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### 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, 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.