

ULS General Panel Agreement

This General Panel Agreement sets out the terms and conditions which apply between Service Providers (as defined in clause 1.1.11) who have applied for membership of the General Panel (as defined in clause 1.1.5) and United Legal Services Limited a company registered in England (with company number 04594095) whose registered office is at The Old Grammar School, Church Road, Thame, Oxfordshire, OX9 3AJ (“ULS”).

1 Definitions and Interpretation

- 1.1 In this Agreement, the following terms and expressions shall have the following meanings:
- 1.1.1 **“Application Form”**: the detailed form including any additional information or data completed and submitted by the Service Provider in order to request approval to join the General Panel;
 - 1.1.2 **“Client”**: **a)** a person that is not a consumer, that is a client of ULS, for whom ULS has agreed to manage a panel of legal service providers approved to receive Instructions to act on behalf of that client or, **b)** a client of ULS engaged in mortgage lending, for whom ULS has agreed to manage a panel of legal service providers approved to receive Instructions to act on behalf of that lender and their customers;
 - 1.1.3 **“Commencement Date”**: the date and time on which the Service Provider’s application to join the General Panel on the terms of this Agreement is accepted and recorded electronically or otherwise by ULS;
 - 1.1.4 **“Confidential Information”**: all identifiable methodology, know-how, experience, data, databases, flow charts, reports, tables or other material produced in relation to this Agreement and any other information of whatever kind (whether commercial, technical, financial, operational or otherwise, whether communicated orally, in writing or in any other form and whether or not expressly stated to be confidential) relating to a party, including its business, products, suppliers and customers;
 - 1.1.5 **“General Panel”**: the panel of approved Service Providers managed by ULS on behalf of itself, its Group Companies and its Clients;
 - 1.1.6 **“Group Company”**: in relation to any corporate body, a 'holding company' or 'subsidiary undertaking' of such corporate body or any 'subsidiary undertaking' of a 'holding company' of such corporate body, as such terms are defined in the Companies Act 2006;
 - 1.1.7 **“Instructions”**: a request by a Client (or their customers) to the Service Provider for the provision of Services;
 - 1.1.8 **“Intellectual Property Rights”**: patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered (and whether or not registrable) and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;
 - 1.1.9 **“Regulator”**: any person or body with responsibility for overseeing the operation of the Service Provider or a Client or ULS (including relevant statutory regulators, ombudsmen, and similar governing bodies, and voluntary accreditation bodies of which the Service Provider or a Client or ULS has membership);
 - 1.1.10 **“Services”**: legal services which the Service Provider agrees to provide to Clients (and their customers) pursuant to Instructions it accepts, and which the Service Provider has been approved by ULS to provide to Clients (and their customers) (subject to the acceptance by the Service Provider of the Client’s own terms and conditions);
 - 1.1.11 **“Service Provider”**: the firm, limited liability partnership or corporate body which has completed the Application Form in order to become a member of the General Panel and receive Instructions from Clients (and their customers);
 - 1.1.12 **“Systems”**: the software systems operated by ULS;
 - 1.1.13 **“Working Day”**: any day except a Saturday, Sunday or public holiday;
 - 1.1.14 **“Working Hours”**: 09:00 – 17:30 on Working Days.
- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 Any reference to a person shall be construed as a reference to any person, corporate or unincorporated body, government, state, or agency of a state or any association or partnership (in each case whether or not having a separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.
- 1.4 Where the context requires, words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.6 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done

- 1.7 Any phrase introduced by the terms “include”, “including”, “particularly” or “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Application to the General Panel

- 2.1 The parties agree that, in assessing the Service Provider for membership of the General Panel, ULS is entitled to rely on and has relied on:
 - 2.1.1 the information contained in the Application Form completed by the Service Provider;
 - 2.1.2 any additional information or data submitted by the Service Provider with the Application Form; and
 - 2.1.3 the results of any investigation and due diligence carried out by ULS based on the information contained in the Application Form.
- 2.2 The Service Provider agrees to comply with all reasonable requirements for assessments of quality assurance and compliance carried out by ULS from time to time and to provide such facilities, information, access and cooperation as necessary in order to enable such assessment to take place.
- 2.3 The Service Provider acknowledges that information referred to in 2.1 may be shared with Clients.
- 2.4 By submitting the Application Form, the Service Provider warrants, represents and undertakes to ULS that:
 - 2.4.1 it is authorised to enter into this Agreement and that it has all necessary licences, permissions, authorisations and accreditation, including all necessary insurance, to comply with all of the obligations of membership of the General Panel and all other obligations under this Agreement;
 - 2.4.2 it shall, in supplying Services, comply with all applicable laws, guidance, codes of practice, and codes of conduct and all requirements of relevant Regulators, and any other relevant regulations (including the Council for Mortgage Lender’s Handbook) or statutory requirements;
 - 2.4.3 in performing its obligations under this Agreement it shall act in good faith, using reasonable care and skill, and in accordance with good industry practice; and
 - 2.4.4 it shall comply with the requirements of membership of the General Panel and deliver the Services using personnel who have the requisite skills, knowledge, qualifications and experience.

3 Assessment of Application

- 3.1 ULS and the Service Provider agree that ULS has sole discretion in respect of the criteria with which a person must comply to become a member of or to remain on the General Panel, and that those criteria are subject to change at any time (including if the requirements of ULS’s Clients change).
- 3.2 The Service Provider acknowledges and agrees that ULS has specific obligations to Clients with regard to how it operates the General Panel and that those obligations (and other decisions ULS takes about the operation of its business) may mean that the Service Provider may not be successful in its application or, if successful the Service Provider may not receive any Instructions for particular categories of Services, or for Services required by particular Clients.
- 3.3 Whether or not a Service Provider meets the criteria for membership of the General Panel and then for receiving certain Instructions is a matter for ULS to determine at its absolute discretion, based on the information provided by the Service Provider, and information gained from independent sources. There is no obligation on ULS to justify or explain any decisions relating to suitability to join the General Panel or to receive Instructions.

4 General Panel Membership

- 4.1 ULS and the Service Provider agree that ULS’ agreement to allow the Service Provider to become or remain a member of the General Panel is conditional on the Service Provider’s compliance at all times with the terms of this Agreement.
- 4.2 Where a Service Provider’s application to join the General Panel is successful, ULS will send the Service Provider an email confirming that the Service Provider has been appointed to the General Panel. This appointment is non-exclusive. The date and time of this email will be recorded and will form the Commencement Date of this Agreement.
- 4.3 ULS does not guarantee that the Service Provider will receive any level of Instructions as a result of its membership of the General Panel, or that it will receive the same Instructions as are provided to any other Service Provider
- 4.4 The Service Provider acknowledges that, if approved, its membership of the General Panel may be shared with Clients for the purposes of assessing suitability to join individual Client panels.
- 4.5 The Service Provider acknowledges that it will be required to agree to further terms and conditions with particular Clients in order to receive Instructions from that Client and be on that Client’s panel.
- 4.6 The Service Provider agrees to ensure it has proper policies and procedures in place and fully implemented, and in respect of which all of its personnel have received appropriate training, to ensure compliance with all laws and regulations concerning: the prevention of money laundering; the prevention of bribery and corruption; and whistle-blowing.
- 4.7 The Service Provider agrees to abide by the terms of ULS’ Information Security Policy, together with any revisions, details of which shall be made available on request. In addition to the audit rights in clause 6 below, ULS may send additional questionnaires to the Service Provider from time to time to monitor compliance with the policy.
- 4.8 The Service Provider agrees that it shall not deliver any part of the Services from a location outside the United Kingdom without the prior written consent of ULS.

5 Updates and Changes

- 5.1 The Service Provider undertakes to inform ULS immediately if there is any material change in any information submitted to ULS whether in its Application Form or given in subsequent updates or in any other form.
- 5.2 The Service Provider undertakes to inform ULS as soon as reasonably possible if a principal of the Service Provider is or becomes a Politically Exposed Person or a Public Official.
- 5.3 The Service Provider agrees to notify ULS immediately, providing full details, if it becomes aware of any failure or alleged failure on its part to comply with any regulatory requirements and to take all reasonable steps to mitigate the impact of any such failure.
- 5.4 ULS will make available either via the System or otherwise, an approved process for the communication of updates to the Service Provider's information or status.
- 5.5 If there is any breach of the obligations to inform ULS of material changes to the Service Provider's information or status, this may result in the immediate removal of the Service Provider from the General Panel in accordance with clause 12.2.

6 Accounting, Reporting and Auditing

- 6.1 The Service Provider agrees that the provisions of this Clause 6 will apply upon confirmation of acceptance of the application to join the General Panel, for the duration of the Service Provider's membership of the General Panel and for such time after as is necessary to give effect to the provisions of this Clause 6.
- 6.2 The Service Provider will keep true and accurate records of all matters connected with this Agreement (including those records required by any Regulator), and will retain all information received or generated under the Agreement for a minimum of ten (10) years following the termination or expiry of this Agreement for any reason, and otherwise as necessary to comply with all applicable laws and the requirements of any Regulator to which it is subject.
- 6.3 The Service Provider will allow duly appointed representatives of ULS, their professional advisers, and/or any employees or agents of relevant Accreditation Bodies to have access on reasonable notice to the Service Provider's premises at any time during Working Hours (and where required by any Regulator outside Working Hours) to assess the Service Provider's compliance with the requirements of this Agreement.
- 6.4 On and after applying to join any Client panel, the Service Provider will allow duly appointed representatives of Clients and their professional advisers to have access on reasonable notice to the Service Provider's premises at any time during Working Hours to assess the Service Provider's compliance with the requirements of this Agreement.
- 6.5 The Service Provider will provide all reasonable facilities at its premises to allow such inspections and to allow ULS or any other person exercising rights under this clause 6 to take such copies of those accounts and records as it may consider reasonable.
- 6.6 The Service Provider will at all times comply with any reasonable request made by ULS to produce for inspection by any person or persons authorised by law or regulation (or pursuant to any scheme or arrangement of which any Client is a member or to which it is subject), any information in the possession or control of the Service Provider which relates to the business or operations of ULS or its Clients.
 - 6.6.1 The Service Provider will permit any such person or persons to have access to, and take copies of, that information and will co-operate generally with any such person in any investigation into the affairs or business of ULS or its Clients by that person.
- 6.7 The Service Provider will ensure in its contracts, that it may properly utilise the Systems and give the information required to be given to ULS and its Clients under this Agreement.
- 6.8 Subject to clause 6.7 above, nothing in this Agreement shall require the Service Provider to breach any obligation of confidentiality it owes to its clients.
- 6.9 Some lenders require us to charge the law firm an administration fee to run their panel, and this can be collected by direct debit. Where applicable we shall advise you of this requirement when offered membership to those lender panels.

7 Systems and Intellectual Property

- 7.1 The Service Provider agrees that:
 - 7.1.1 all rights (including Intellectual Property Rights) in all materials (including documentation and data) provided by ULS to the Service Provider (whether through the Systems or otherwise), or produced by the Service Provider on behalf of ULS, belong to ULS;
 - 7.1.2 the Service Provider may only use such materials (including documentation and data) for the purposes of performing its obligations under this Agreement;

- 7.1.3 to the extent that any rights (including Intellectual Property Rights) in any such materials (including documentation and data) vest by operation of law or otherwise in the Service Provider, the Service Provider agrees on the request of ULS to do all things necessary to assign full ownership of such rights to ULS.
- 7.2 The Service Provider shall not:
- 7.2.1 attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Systems except to the extent expressly set out in this Agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
- 7.2.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Systems, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
- 7.2.3 access all or any part of the Systems in order to build a product or service which competes with the Systems;
- 7.2.4 transfer, temporarily or permanently, any of its rights under this agreement, or
- 7.2.5 assist third parties in obtaining, access to the Systems.
- 7.3 The Service Provider agrees that it will not use the registered name, trading name, or any other name, logo, slogan, trade name, or trade mark made or prepared for, commissioned by or belonging to ULS, Clients, or any other person providing services or systems to ULS without the prior written consent of ULS, the Client or, if applicable, the other person. The Service Provider acknowledges that the goodwill arising from its use of any of the same will accrue to ULS or, if applicable, the Client or other person.

8 Indemnity, Insurance, and Liability

- 8.1 The Service Provider will indemnify and keep indemnified ULS from and against all losses, damages, awards, costs, expenses (including legal and other professional fees and expenses) and other liabilities (of whatever nature, whether contractual, tortious or otherwise) awarded against or incurred or suffered by ULS as a result of or arising out of:
- 8.1.1 any misrepresentation by the Service Provider in the Application Form or any failure by the Service Provider to notify ULS of any material change in the information submitted in its Application Form or subsequent updates; or
- 8.1.2 any act or omission of the Service Provider arising from this Agreement or in the provision of Services, including through its negligence, breach of duty (including statutory duty), breach of contract, misconduct, defamation, or fraud (including any claim, action or demand made or threatened against ULS by a Client or a client of the Service Provider in respect of the same).
- 8.2 The Service Provider shall as at the date of this Agreement have in force professional indemnity insurance with an annual indemnity limit for any single event or series of events of not less than GBP two million (£2,000,000) (or such higher limit as may be required by any applicable law or regulation to which it is subject, including those of any Regulator) and will maintain the same in force for the duration of this Agreement and for a minimum period of six (6) years following the termination or expiry of this Agreement.

9 Confidentiality

- 9.1 Each party that receives ("**Receiving Party**") Confidential Information from the other ("**Disclosing Party**"), whether before or after the date of this Agreement shall;
- 9.1.1 keep the Confidential Information confidential;
- 9.1.2 not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or as permitted by this Agreement;
- 9.1.3 not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Agreement.
- 9.2 The Receiving Party may disclose Confidential Information to its Group Companies and their respective officers, directors, employees, agents, contractors and advisers who may reasonably need to know such information for the purposes of this Agreement (each a "**Permitted Third Party**"), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Agreement of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Agreement).
- 9.3 The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement.
- 9.4 The Receiving Party may, if required by law, disclose Confidential Information to a court or Regulator, provided that the Receiving Party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co-operate with any attempt by the Disclosing Party to obtain an order providing for the confidentiality of such information and preventing its disclosure.
- 9.5 The parties agree that nothing in this clause 9 or clause 10 shall restrict any disclosure to a Client of the Service Provider's confidential information by ULS to the extent that ULS must do so in order to manage the General Panel on behalf of its Clients and to comply with the requirements of its Clients and any applicable law or regulation to which either ULS or the Clients are subject, including the requirements of any Regulator.

10 Data Protection

- 10.1 “Data Protection Laws” means the Data Protection Act 1998, as amended, the Privacy and Electronic Communication (EU Directive) Regulations 2003 and all applicable EU directives, regulations or codes of practice (where such codes have a legal effect) relating to data protection or the privacy of individuals.
- 10.2 The parties agree that for the purposes of this Agreement, the terms Personal Data, Data Subject, Personal Data Breach, process and processing shall have the meanings given to them in the GDPR (“GDPR” means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “Regulation”), any national legislation passed to implement the Regulation, and any legislation amending or replacing the Regulation from time to time, whether in the UK or the EU.
- 10.3 The parties recognise that they shall each be processing personal data in connection with the performance of their obligations and/or exercise of their rights under this Agreement and that the factual arrangement between them shall dictate the role of each party (as to controller and processor) in respect of Data Protection Laws. The Parties agree and acknowledge that where either party processes Personal Data pursuant to or in relation to this Agreement, that party carrying out the processing for its own purposes, and as such will be the data controller under the Data Protection Laws.
- 10.4 The parties agree that for any personal data processed by a party in connection with this Agreement, that party warrants to the other that it will;
 - 10.4.1 co-operate as far as is reasonable with the other party in complying with any subject access request received by the other party;
 - 10.4.2 co-operate fully with the other party in dealing with any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner or any person performing equivalent functions to the Information Commissioner;
 - 10.4.3 process the personal data in accordance with the Data Protection Laws;
 - 10.4.4 maintain appropriate technical and organisational measures (including but not limited to, appropriate policies communicated to employees of the parties, management of ongoing compliance and effective security measures) to prevent unauthorised or unlawful processing or use of, access to, or accidental loss, destruction or damage of personal data taking into account, inter alia, the level of damage and/or distress that a Data Subject might suffer as a result;
 - 10.4.5 notify the other party without undue delay and in any event within 24 hours if it receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data under this Agreement or to either party’s compliance with any Data Protection Laws and provide full co-operation and assistance in relation to any such complaint, notice or communication; and
 - 10.4.6 not transfer, or otherwise directly or indirectly disclose any personal data to countries outside the European Economic Area without the prior written consent of the other party.

11 Term and Termination

- 11.1 This Agreement shall commence on the Commencement Date and shall continue unless terminated in accordance with this clause 11.
- 11.2 If at any stage it becomes apparent that a Service Provider has ceased to meet any of the criteria or has otherwise failed to comply with its obligations under this Agreement, ULS may decide in its absolute discretion either to remove that Service Provider from the General Panel or to prevent that Service Provider from receiving particular Instructions either temporarily or permanently. Where ULS exercises its power to remove the Service Provider from the General Panel, this Agreement shall terminate automatically with immediate effect.
- 11.3 Either party shall be entitled to terminate this Agreement for convenience by giving the other notice in writing of not less than three (3) months.
- 11.4 Either party shall be entitled to terminate this Agreement immediately by giving notice if the other party ceases or threatens to cease to carry on business, or suffers any restraint or action for possession or ownership of any assets in its business, or enters into receivership, administration, or liquidation (except for the purposes of amalgamation or solvent restructuring), or becomes or is declared insolvent, or is unable to pay its debts as they fall due, or upon the occurrence of an equivalent event in any other jurisdiction.
- 11.5 ULS shall be entitled to terminate this Agreement with immediate effect by giving notice if there is a change of control of the Service Provider (within the meaning of section 840 of the Income and Corporation Taxes Act 1988).

12 Consequences of Termination

- 12.1 In the event only that the Service Provider shall become the subject of an intervention by its Regulator, or a liquidation or winding up order, or otherwise cease trading, the Service Provider agrees to transfer files relating to Instructions received from Clients to another member of the General Panel as directed by ULS. In such event the Service Provider will bring the provisions of this clause to the attention of the Regulator or Administrator.
- 12.2 On termination or expiry of this Agreement for whatever reason, then:
 - 12.2.1 the Service Provider shall immediately return or, at ULS’ sole option, destroy any Confidential Information held by it belonging to ULS;
 - 12.2.2 the Service Provider shall cease to use any Intellectual Property Rights of ULS;

- 12.2.3 where practicable and appropriate, the Service Provider will complete all on-going Services without detriment to any Client or client of the Service Provider ;
- 12.2.4 the Service Provider will be removed from the General Panel;
- 12.2.5 all rights and obligations of the parties shall immediately terminate, but any term of this Agreement that by its nature survives termination (including but not limited to clauses 6, 8, 9 and 10) shall survive the termination or expiry.

13 General provisions

- 13.1 No changes to this Agreement shall be valid unless made in writing and signed by authorised representatives of both parties (other than where a change to any part of this Agreement is expressed to be at the sole discretion of one of the parties).
 - 13.2 Nothing in this Agreement shall confer or purport to confer upon any third parties any rights or benefits whatsoever and, save as expressly provided herein, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
 - 13.3 Neither party shall be in breach of this Agreement to the extent that it is prevented from performing its duties and obligations under this Agreement directly or indirectly as a result of an event beyond its control ("**Force Majeure**"). Should a party be affected by an event of Force Majeure for more than fourteen (14) days, the other party may terminate this Agreement immediately by notice in writing to the other party.
 - 13.4 Nothing in this Agreement shall render the Service Provider an agent of ULS nor vice versa and the Service Provider shall not purport to undertake any obligation on ULS' behalf nor expose ULS to any liability nor pledge or purport to pledge ULS' credit.
 - 13.5 This Agreement supersedes any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitutes the entire agreement between the parties relating to the subject matter. In entering into this Agreement neither party has relied on (nor shall have any remedy in respect of) any statement or representation made by the other, except as expressly stated in this Agreement.
 - 13.6 If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect.
 - 13.7 No delay, neglect or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice those rights.
 - 13.8 All notices under this Agreement shall be in writing in hard copy form and delivered to the registered office of the party receiving the notice (or such other address as the receiving party may specify from time to time).
 - 13.9 Neither party may assign, novate, sub-contract, transfer or otherwise deal with the benefit or burden of this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld, delayed, or conditioned).
 - 13.10 This Agreement is governed by the laws of England & Wales and any dispute arising out of or in connection with it shall be subject to the exclusive jurisdiction of the courts of England & Wales.
-