



The Law Society

Conveyancing Quality Scheme (‘CQS’)

Practice Agreement and Declaration by the Senior
Responsible Officer

1. Introduction

The purpose of this document (the Agreement') is to set out the obligations of the Practice in respect of the Practice's membership of the CQS and to obtain a declaration from the SRO that they have complied with the application process requirements and will comply with the Scheme requirements.

Where words have a capital letter (other than for punctuation purposes) please note that they will be classed as a 'defined term' and the corresponding definition and interpretation can be found in the Glossary for the guidance notes to the application forms.

2. Duration and Termination

- 2.1 Membership of the Scheme will commence on the date notified by the Law Society and will continue for an initial period of one year. Thereafter, membership shall be renewed for successive periods of one year, subject to successful re-accreditation.
- 2.2 The Law Society reserves the right to terminate or suspend membership at any time on reasonable grounds. In such circumstances, the Law Society's only liability to the Practice will be to reimburse it for any sums paid in respect of the membership fee for the current year, adjusted pro-rata if considered appropriate by the Law Society. The Practice shall not be entitled to be reimbursed for any sums paid in respect of the application fee.
- 2.3 Reasonable grounds shall include (but not be limited to):
 - 2.3.1 Any material breach of this Agreement by the Practice or any breach by the SRO of its obligations set out in this Agreement which are not remedied (if capable of remedy) within 14 days of being required by written notice to do so;
 - 2.3.2 the Practice or the SRO do or omit to do something which, in the reasonable opinion of the Law Society, could be detrimental to the reputation and integrity of the CQS and its brand.
- 2.4 The Practice shall be entitled to terminate its membership at any time by notifying the Law Society of its intention in writing. In such circumstances, the Practice shall not be entitled to be reimbursed for any fees paid by the Practice to the Law Society in relation to the Scheme.

3. Intellectual Property Rights

- 3.1 At all times all elements of the CQS brand including the website and CQS name and logo and all associated goodwill and derivatives are the property of the Law Society. Nothing in this Agreement shall be construed as transferring any ownership interest in such property to the Practice.
- 3.2 The Practice shall not during the period of their membership seek to or actually register, use or adopt any domain name, company name, trade name, trademark, logo or the like relating to the CQS, its brand or similar derivative.

- 3.3 Any Practice must immediately cease using the CQS brand and logo upon cessation, revocation or withdrawal of membership of the Scheme.

4. Obligations of the SRO

These obligations are in consideration of the Practice being awarded membership of the CQS, from the date of accreditation to the CQS and throughout the term of membership. The SRO declares that they will use all reasonable endeavours to ensure compliance with each.

4.1 CQS standards

The Practice will;

- 4.1.1 At all times conduct itself in a manner that supports and promotes the integrity of the CQS and its brand as a mark of quality in the Residential Conveyancing market.
- 4.1.2 Comply with the Conveyancing Protocol from the date of accreditation to the Scheme.
- 4.1.3 Comply with the Client Service Charter from the date of accreditation to the Scheme;
- 4.1.4 Comply with the Core Practice Management Standards and if not already in place work towards their implementation or any instruction as to the same from the Law Society;

4.2 Compulsory Training

The SRO will;

- 4.2.1 Ensure Relevant Members of Staff undertake such mandatory training as may from time to time be required under the Scheme, as appropriate, within such period as may be notified by the Law Society from the date that the Practice is awarded membership of the Scheme.
- 4.2.2 Ensure Relevant Members of Staff undertake such additional training as may subsequently be required under the Scheme;
- 4.2.3 Ensure Relevant Members of Staff who join the Practice undertake such mandatory training as may be specified by the Law Society within 6 months of the date of joining the Practice.
- 4.2.4 Register all necessary Relevant Members of Staff on the Law Society CPD portal so that they can comply with the Scheme related CPD training.

4.3 Reporting

The SRO will;

- 4.3.1 Report to the Law Society any revocation of Professional Indemnity Insurance cover immediately and no later than 14 days after the event;
- 4.3.2 Report to the Law Society any regulatory investigations/proceedings within 14 days from the date that the Practice became aware that the SRA were investigating. This includes matters that arise whilst the Practice's application is being considered by the Law Society.

4.4 Changes to the Practice

The SRO will;

- 4.4.1 Advise the Law Society of any change of contact details for the Practice and/or the SRO.
- 4.4.2 Report to the Law Society any planned merger/demerger/restructure as soon as practicable and in any event before the merger, demerger or re-structure is complete as re-application to the Scheme may be required;
- 4.4.3 Report to the Law Society any change of business model or status as soon as practicable and in any event before the change is complete as re-application to the Scheme may be required;

4.5 Changes to Relevant Members of Staff

The SRO will;

- 4.5.1 Advise the Law Society of any Relevant Members of Staff Persons that leave and/or join the Practice within fourteen (14) days from and including the date on which the individual has ended or started their employment with the Practice;
- 4.5.2 Carry out the required initial identification and submit to the Law Society any relevant vetting checks on any new Relevant Member of Staff to the Practice, as quickly as practicable and in any event within a period of fourteen (14) days from the date that the individual started their employment with the Practice;
- 4.5.3 Identify, verify, and carry out all necessary credit and Basic Disclosure checks against Relevant Members of Staff as required by the Law Society for the Scheme;

4.6 Administration of the Scheme

The SRO will;

- 4.6.1 Co-operate with monitoring/audit/assessment as required on a risk-based or random assessment or following concerns raised with the Law Society;

4.6.2 Co-operate with any other administration requirements of the Scheme as directed by The Law Society;

4.7.2 Read, consider and distribute amongst relevant person updates and other information that may from time to time come from the Law Society and the CQS team.

4.7 Other

The Practice will;

4.7.1 Treat as confidential information that is expressly marked as such and disclosed to it by the CQS office

5 Membership of the Scheme and use of CQS Logo

5.1 The Scheme membership permits the Practice on accreditation to use the CQS logo solely in connection with its Residential Conveyancing Practice on all marketing/promotional material, signage, stationary and website, provided that:

5.1.1 The logo is used in the form stipulated by the Law Society and in accordance with the Law Society's branding policy;

5.1.2 All use is in keeping with and maintains the integrity of the CQS and Law Society brands.

5.2 The Practice shall not use the CQS logo in any way that that would bring the CQS and its brand or the Law Society into disrepute or undermine their reputation.

5.3 The Practice may only use the CQS logo for the duration of the Practice's membership.

6. Fees

6.1 The Practice shall pay the Law Society a fee as set out in the fee schedule, published on the Law Society website.

6.2 The Practice becomes liable to pay the relevant fee on the date of application to the Scheme for initial accreditation or reaccreditation.

6.3 Increases in annual fees to be paid by the Practice shall be reasonable and a fair reflection of the success and costs involved in running the Scheme.

6.4 The processing of applications will only occur upon receipt of the correct fee.

7. Miscellaneous

7.1 Except in the case of death or personal injury arising from the Law Society's negligence, the Law Society shall not be liable for any special, indirect or consequential loss, or for any economic loss (including loss of profits, business, revenue, sales, goodwill, contract, savings or opportunity),

howsoever caused and even if foreseeable. In addition, the Law Society's aggregate liability to the Practice under this Agreement is limited to the amount of the fees due from the Practice under this Agreement.

- 7.2 Nothing in this Agreement is intended to create a partnership or joint venture or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party or to authorise either party to act as agent for the other. Neither party shall have authority to make representations, act in the name or on behalf of or otherwise to bind the other.
- 7.3 This Agreement is personal to the parties and can not be transferred or sub-licensed without the prior written consent of the other.
- 7.4 No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of each party.
- 7.5 This Agreement shall be governed by and construed with English law and the parties to this Agreement shall submit to the exclusive jurisdiction of the English courts.

8. Declaration and signature

Declared and signed on behalf of the Practice by the SRO

Name	
Signature	
Contact Number	
Email	
Date	

Signed on behalf of the Law Society

Name	Fausto Felice
Signature	
Date	15 October 2012