Bluestone.
mortgages

BLUESTONE MORTGAGES

GENERAL INSTRUCTIONS **TO SOLICITORS**

Scotland

Bluestone originates and trades mortgage loans. It is essential that any mortgage loan we offer is secured by a fully enforceable and registered first ranking standard security over the mortgaged property. In the event our standard security is not correctly registered and we incur any cost, expense or loss as a result then we will seek to recover those costs, expenses and losses from yourselves.

version 3 (2022-01)

Contents

		Page
1	Introduction	3
2	Definitions and Interpretation	3
3	Terms of your Appointment	4
4	Verification of Identity	4
5	Reporting to Us	5
6	Explanatory duties	6
7	The Certificate of Title	6
8	Our Security	8
9	Types of Assets	8
10	Buildings Insurance	9
11	Other Occupiers	9
12	Properties held under Long Lease	9
13	Priority of Security and Postponement	10
14	Guarantors	10
15	Witnessing of Documents	10
16	Release of Funds	10
17	Completion Costs and Fees	11
18	Data Protection	11

1) Introduction

1.1 These general instructions to **solicitors** (the "**general instructions"**) are issued to **you** by Bluestone Mortgages Limited ("**Bluestone**") and regulate the relationship between **you** and **Bluestone**.

1.2 These **general instructions** are not exhaustive and if you need guidance on a matter not covered in these **general instructions** then **you** should contact **Bluestone**. These **general instructions** are to be read in conjunction with:

(a) the UK Finance Mortgage Lenders' Handbook for Scotland Part 1 and the UK Finance Mortgage Lenders' Handbook for Scotland Part 2 (Bluestone Mortgages Limited) (together the "**handbook**") which is available to view on the **UK Finance** website, www.cml.org.uk; and

(b) any specific instructions **you** may have received from **Bluestone** in relation to the matter that **you** are being instructed on and any special conditions set out in the **offer** or a valuation report sent to **you** in connection with an **offer** (together referred to as the "**specific instructions**").

1.3 In the event of a conflict between the **general instructions** and the **specific instructions**, the **specific instructions** shall prevail.

1.4 In the event of a conflict between the **handbook** and the **general instructions**, the **general instructions** shall prevail.

2) Definitions and Interpretation

2.1 Any references to the "**borrower**" in these **general instructions** are references to each **borrower** defined in the **offer** and **mortgage deed**. References to "**borrower**" shall mean all of the **borrowers** if there is more than one of them.

2.2 Any references to the "**offer**" include any mortgage offer documentation or any other similar document. If **you** are instructed in connection with a further loan then you should treat references to "**mortgage**" and "**offer**" as applying to that **further loan**.

2.3 Where any of the representations, undertakings or agreements contained in these **general instructions** are given by more than one person, they are given by those persons jointly and severally.

2.4 Unless otherwise defined in these general instructions or if the context requires otherwise, words and expressions used in these general instructions have the meanings and constructions ascribed to them in the Bluestone Mortgages General Terms and Conditions (Scotland) 2020 (2nd Edition) which are available on our website at www.bluestone.co.uk.

2.5 In these general instructions:

(a) "**Bluestone**", "**we**", "**us**" and "**our**" means Bluestone Mortgages Limited (incorporated in England and Wales with company number 02305213 and having its registered office at 3rd Floor, 22 Chancery Lane, London, WC2A 1LS) and any relevant **transferee**;

(b) "**obligor**" means each **borrower** and any **guarantor**, occupier or other persons who are intended to enter into any **mortgage documents** (including any **form of consent**) in favour of **Bluestone**;

(c) "**seller**" means the seller of the **property**;

(d) "**solicitor**", "**you**" or "**your**" means the solicitor (or, as the context dictates, firm of solicitors) to which these **general instructions** have been sent;

(e) "**transaction**" means the mortgage transaction pursuant to which we are granting one or more **mortgage loans** to the **borrower** and in respect of which **we** are obtaining **mortgage security**; and

(f) "**UK Finance**" means NewTA Limited (trading as UK Finance).

3) Terms of your Appointment

3.1 **We** confirm that **we** appoint **you** to act for **us** in relation to the **transaction**, pursuant to these **general instructions** and any **specific instructions you** have received from **us**.

3.2 **We** expect **you** to comply with the rules and guidance of the Law Society of Scotland and any statements of practice and guidance issued by **UK Finance**.

3.3 Nothing in these **general instructions** lessens **your** duties (if any) to the **borrower**.

3.4 **You** agree to keep full records of any action **you** take for **us** in connection with the **transaction**. **You** will keep **your** complete file (including financial records and ledgers) available for inspection upon request at any time before or after **completion**. **You** will keep the entire file for a minimum period of 6 years after **completion**. **You** should not part with **your** file or any documents or correspondence comprising the file without **our** consent.

3.5 **You** must inform **us** immediately if **you** become aware that any instruction **we** give **you** is not, or does not seem to be, compliant with any applicable laws or regulation.

3.6 **We** consider these **general instructions** to be compliant with the requirements of the rules and guidance of the Law Society of Scotland but **you** must inform us immediately if **you** consider otherwise.

3.7 **You** acknowledge that the **borrower** is responsible for the payment of **your** fees and reimbursement of any disbursements, costs or expenses **you** may have incurred. In the event **you** fail to obtain such payments from the **borrower we** shall not be responsible for payment. **You** should ensure that **you** hold or will hold on **completion** sufficient funds in **your** client account to enable **you** to pay all fees or disbursements in relation to the **transaction**. **You** should not allow the non-payment of fees or disbursements to delay the stamping or registration of any documents.

3.8 **You** confirm that **you** are responsible for the correctness, accuracy and completeness of all documents provided to **us** in relation to the **transaction**.

3.9 **You** are instructed to pay careful attention to **our** requirements and undertake a full assessment of the **transaction**. **You** should report **your** findings to **us** promptly and diligently.

4) Verification of Identity

4.1 **You** must properly check the identity of each **obligor** in accordance with the **handbook**.

4.2 Even if **you** already know one of the **obligors**, **you** must still carry out full identity and anti-money laundering checks on that **obligor**.

4.3 **We** will not agree to dispense with identity checks as these are fundamental to ensuring that **we** have valid **security**.

5) Reporting to Us

5.1 Unless the **offer** says otherwise, the requirements of the **handbook**, these **general instructions** and any **specific instructions** must be satisfied before **we** release any **mortgage loan**. If any of the requirements cannot be satisfied, **you** should report this to **us** as soon as possible, so that **we** can consider whether to lend.

5.2 These **general instructions** are intended to reduce the need for **you** to refer to **us** for further instructions on the matters outlined within as **we** set out **our** standard approach to those matters and guidance for **you** to follow. These **general instructions** are not exhaustive, and if **you** need **our** instructions on a matter not covered then **you** should contact **us**. If **you** do need to notify **us** or take **our** instructions on any matter, please ensure **you** do so well in advance of the anticipated date of **completion** and before **you** submit **your certificate of title** to us.

5.3 Notwithstanding the above, **you** must immediately report to **us** any information or any documentation that may reasonably be considered relevant to **us** or influence **our** decision to lend. In addition to those matters identified in these **general instructions** as requiring notification, in particular, **you** must notify **us** immediately of the following circumstances:

(a) the value of the **property** appears to have significantly changed since the date of the relevant **application**, or is not aligned with the market value of other properties of the same (or similar) type, in the same (or in a similar) area;

(b) it appears that the **borrower** is purchasing the **property** without absolute warrandice or in circumstances where the **seller** holds a title which is marked as provisional on the title sheet of the **property** or is not the sole absolute owner of the **property**;

(c) any title indemnity policy appears to be defective;

(d) there is evidence to suggest that the **borrower** may be considering creating another security interest over the **property** which is not contemplated by the **transaction** (and such security interests shall include the creation of a second-ranking **security** over the **property** in favour of another beneficiary);

(e) the **property** appears to be used (or to be meant to be used) in whole or in part for purposes other than residential purposes;

(f) **you** have reason to believe that any declaration or statement in relation to the identity or the number of the occupants of the **property** does not seem to be true or accurate;

(g) to the best of **your** knowledge, the **borrower** holds or will, on **completion** of the **transaction**, hold the **property** as trustee or nominee for a third party;

(h) it appears that **our mortgage loan** will or may be used by the **borrower** for any purpose other than to fund the purchase price of the **property**, to fund redemption of any existing **security** over the **property** or any purpose referred to in the special conditions set out in the **offer**;

(i) **you** have reason to believe that any part of the purchase money is being gifted, or the **borrower** is entering, or about to enter, into any arrangement to finance the purchase price (in full or in part) of the **property** in addition to **our mortgage loan**;

(j) the **borrower** is entitled to receive any deferment, or contribution from another, of any part of the purchase price, or of sums payable for the **mortgage**, **interest**, **building's insurance, fees** or disbursements relating to the purchase;

(k) the **borrower**, to the best of your knowledge, does not appear to be able to timely repay the **mortgage loan**;

(l) there is any kind of collusive behaviour between the seller and the borrower and/or third party; or

(m) the **seller** is related to or connected with any **obligor**.

6) Explanatory duties

6.1 **You** are responsible for ensuring that each **obligor** understands the full nature of the **transaction** and the consequences of that **obligor** entering into the **transaction**.

6.2 Without limiting the generality of the foregoing, certain of the areas we would expect **you** to explain to each **obligor** (as relevant to the circumstances) include an explanation of the **conditions**, why the **borrower** is granting **security** over the **property** to **us**, why a **guarantee** is being sought by **us** (if advising a **guarantor**) and the responsibilities and liabilities each **obligor** is agreeing to as a result of the **transaction**.

6.3 In particular please ensure that each **obligor** has understood and is aware:

(a) that if the **borrower** fails to keep up with **payments** the **mortgage security** may be enforced and the **property** may be sold and, if a **guarantee** has been provided, the **guarantee** may be called;

(b) of any **fees** which may be charged throughout the life of the **mortgage loan** (including but not limited to any early repayment charges payable) and the fact that **fees** may be varied in accordance with the **conditions**;

(c) that all details provided by any **obligor** (or a broker/intermediary on behalf of an **obligor**) throughout the **application** process and in the **application** form are used by **Bluestone** to determine whether or not to offer the **mortgage loan** and must not in any way be incorrect, misleading or false; and

(d) that the valuation report has been prepared by the valuer (not being an agent of the **lender**) for **Bluestone's** use only, and should not be relied upon by the **borrower**: as a result, neither **Bluestone** nor the valuer are under any liability for negligence or on any basis whatsoever to the **borrower** in respect of the value of the **property** or the condition or state of repair of the **property**. For the above reasons if the **borrower** has any concerns as to the value, condition or state of repair of the **property**, the **borrower** should be advised to obtain a detailed survey of the **property**.

6.4 In the event the valuation report specifies any items which the valuer has highlighted should be brought to the attention of the **borrower**, **you** agree, where appropriate, to explain those issues to the **borrower**.

7) The Certificate of Title

7.1 The **borrower's** title to the **property** must be (i) a heritable title, or (ii) the tenant's interest under a long lease.

7.2 **You** should ensure that, where applicable, the **property** is acquired by the **borrower(s)** with absolute warrandice. In the event that absolute warrandice is not to be given then **you** should report this to **us**.

7.3 The **borrower** must:

(a) be the absolute owner of the **property**;

(b) not purchase the **property** as nominee for another nor hold any part of the **property** on trust for anyone else; and

(c) must not grant any option or other right to buy the **property** to any other party.

In the event **you** are aware that any of the above circumstances are not correct then **you** must report the circumstances to **us** immediately.

7.4 If the **property** is owned (or to be owned) by more than one person, **we** require that all owners grant a standard security in **our** favour by executing the **mortgage deed**.

7.5 **You** are responsible for ensuring that the address (and description, where applicable) of the **property** as quoted on the **certificate of title** must be the same as the address (and description, where applicable) referred to on: (i) the **offer**, (ii) the **property's** title deed(s) and (iii) the valuation report. **You** undertake to promptly notify **us** of any discrepancy between such documents.

7.6 The whole of the **property** described in the valuation report will be subject to the **mortgage security** granted to **us**. In the event there is any discrepancy or doubt with the description of the **property** provided in the valuation report you will submit a copy of the title plan to **us** to refer to the valuer to confirm that the **property** which will be subject to the **mortgage security** matches what the valuer has valued.

7.7 **You** undertake to promptly notify **us** if the **seller** (or the **borrower**, in case of a re-mortgage) is not the registered proprietor of the **property**. In such event, **you** will also report details of the name of the registered proprietor and give details of their relationship with the **seller**.

7.8 **You** confirm that **you** are responsible for the correctness, accuracy and completeness of the **certificate of title** and acknowledge that any errors or omissions may delay the **mortgage loan** being released. This being clarified, you acknowledge that **we** do not check the details of the **property's** title deeds on receipt as **we** fully rely on **you** to ensure the compliance with these **general instructions** and that there are no errors.

7.9 **You** will send **us** (by email or fax) a copy of the signed **certificate of title** at least 5 **business days** before the expected date of **completion**.

7.10 **You** agree to not submit the **certificate of title** unless:

(a) **you** hold all originals of the documents which comprise the **mortgage security** and those documents have been validly executed by the parties personally (and not by powers of attorney);

(b) title to the **property** is or is to be vested in the **borrower** (or where there is more than one **borrower** in all of their names in common) immediately prior to **completion**;

(c) **you** have confirmed to **us** in writing that each and any tenancy agreement affecting the **property** is in accordance with **our conditions** and the **offer**;

(d) (where applicable) **you** hold any original **form of consent** and that **form of consent** has been validly executed by any a spouse or civil partner of the **borrower** who will occupy the **property** personally (and not by powers of attorney); and

(e) where the **property** is newly built, in addition to the requirements in the **handbook**, the **property** is completed to the satisfaction of **our** valuer.

7.11 The **certificate of title** must be fully completed and it must be signed by a solicitor, legal executive or any other duly authorised representative of **your** firm.

8) Our Security

8.1 Each **mortgage loan** and the entirety of the **mortgage debt** must be secured by a first-ranking standard security over the **property**.

8.2 Without **our** prior written consent, no **security** can be created over the property other than the **mortgage security**.

8.3 In some exceptional cases **we** may accept that a second or subsequent ranking **security** can be created over the **property** provided however that (i) any other **security** created over the **property** shall rank in priority after, and take effect subject to, the enforcement of the **mortgage deed**, and (ii) the relevant parties agree to enter into a **ranking agreement**, pursuant to the **conditions**.

9) Types of Assets

9.1 **You** acknowledge that **we** do not accept the following types of real estate assets as **mortgage security**:

(a) grade A or B listed buildings;

(b) self-build properties and/or properties of a non-standard construction;

(c) properties which are subject to agricultural and or other planning restrictions;

(d) properties which have been underpinned;

(e) properties located other than in Scotland;

(f) properties subject to notice of mineral extraction, or previous mining subsidence and land fill;

(g) properties subject to restrictions relating to the sale or occupancy;

(h) properties that are shared-ownership;

(i) properties subject to options or pre-emption rights;

(j) properties with sitting tenants who took up occupation (or were granted a right to occupy) before 2 January 1989 (which would mean the tenant could enjoy protection or benefits under the Rent (Scotland) Act 1984) or succeeded to the tenancy on the death of a person who was in occupation before 2 January 1989;

(k) properties subject to occupation other than on terms permitted by us; or

(l) properties held under a long lease where the term left to run of the lease following the date of envisaged repayment of the **mortgage debt** is less than 30 years.

9.2 **You** will need **our** prior written confirmation before taking **mortgage security** over the following types of assets:

(a) properties within 20 metres of a mine entry; or

(b) where the local authority search reveals that the **property** is subject to any environmental issue.

10) Buildings Insurance

10.1 **You** must ensure the **buildings insurance** for the **property** is in accordance with the requirements set out in **condition** 3.5 and the **handbook**. In particular **you** must confirm on **your certificate of title** that **our** interest in the **property** is noted on the insurance policy.

10.2 The instructions in paragraph 6.14 of the **handbook** in relation to **buildings insurance** apply save that for a purchase of a **property** (as opposed to a re-mortgage), if the risk of damage to or destruction of the **property** does not remain with the **seller** until **completion**, **buildings insurance** must be subsisting as from conclusion of missives (not merely from date of **completion** as set out in paragraph 6.14.1 of the **handbook**).

11) Other Occupiers

11.1 Unless the **offer** states otherwise, it is a condition that the **property** is used by the **borrower** for their own domestic residence and occupation. If **you** have any information which suggests that this might not be the intention of the **borrower**, **you** must immediately report this to **us**.

11.2 **You** must advise the **borrower** that any letting of the **property** is prohibited unless **we** have provided **our** written consent and **you** must draw the **borrower's** attention specifically to **our** right to increase the **interest rate** payable if there is any letting.

11.3 **You** will make sure that the **seller** and any other previous owner or any member of their respective families will not remain in occupation of the **property** following **legal completion**.

11.4 **You** will make sure, to the best of your knowledge, that where the **borrower** is a company, the **borrower**, its directors, employees, guarantors, shareholders, officers and/or any person related thereto (including but not limited to their respective spouses, partners, civil partners, parents, grandparents, siblings, children or grandchildren, associated, subsidiary or parent company), do not intend to occupy the **property** at any time.

11.5 **You** are required to double-check with the **borrower** who is or is to be in occupation of the **property**, and must not release the **mortgage loan** unless any non-entitled spouse or civil partner who is (or is to be) in occupation has executed a **form of consent** (in **our** prescribed form). **You** must also confirm that the non-entitled spouse or civil partner does not have any form of tenancy of the **property**. If **you** have any reason to doubt whether all occupants have been disclosed, then **you** must immediately notify **us** and not complete without receiving **our** further instructions.

11.6 For **buy-to-let mortgages**, **you** must ensure that the **borrower** is registered as a landlord on the register of landlords with the local authority where the **property** is situated in terms of the Antisocial Behaviour etc. (Scotland) Act 2004 and that any letting agent employed by the **borrower** in respect of the **property** is also registered under that Act prior to **completion**.

12) Properties held under Long Lease

12.1 If the **property** is held under a long lease, **you** must ensure that:

(a) the right of a heritable creditor to assign the **lease** must not be fettered, and where a clause in the **lease** provides that consent to an assignation is required, **Bluestone** must be outside the scope of the clause; and

(b) the **lease** does not contain any provision which might result in a substantial increase in ground rent or any provision inhibiting the payment of a premium on the assignation of the **lease**.

(c) Prior to the release of **mortgage loan** funds pursuant to section 16) below, **you** must obtain (as applicable):

(d) the last 3 clear ground rent and service account receipts; and

(e) the details of any unusual capital expenditure which is anticipated within two years of **completion**.

13) Priority of Security and Postponement

13.1 There must be no arrangement, without **our** express agreement, for any existing **security** to be postponed to **our mortgage security**, or to be discharged and then, following **completion** of **our mortgage security**, a new **security** over the **property** created in favour of the existing lender. Please inform **us** if **you** are aware of any such arrangement.

13.2 In case, exceptionally, **we** agree that an existing **security** may be postponed to rank after **our mortgage security**, **you** must confirm that the form of the ranking agreement is acceptable and protects **our** interest and obtain **our** agreement to the postponement prior to **completion**. If possible **you** should insist that **our** standard form **ranking agreement** is used.

14) Guarantors

14.1 Each person named as **guarantor** in the **offer** is required to provide a personal **guarantee** (in **our** standard form deed of guarantee) and a certificate confirming that the **guarantor** has received independent legal advice (in **our** standard form of independent legal advice confirmation), both dated or delivered on the same date as the **legal completion**.

14.2 **We** will not release funds until **we** have received from **you** a certified copy of the deed of guarantee, duly and validly executed by all **guarantors**, and an independent legal advice confirmation, duly and validly executed by the **guarantor** and the solicitor providing independent legal advice.

15) Witnessing of Documents

15.1 All **mortgage documents** that need to be witnessed must be witnessed by a person who is 16 or over and who is not a relative of any **obligor**.

16) Release of Funds

16.1 **We** will need at least 5 **business days'** notice of the date of **completion** (or 10 **business days** if a re-inspection is required). **We** will endeavour to meet the **completion** date provided that such notice is given.

16.2 **You** may only release the funds received by **you** to complete the **mortgage loan** if the terms of the **offer** (so far as they concern any legal matters relating to the **property**), the administrative arrangements as to insurance, these **general instructions** and any **specific instructions** have been complied with and the matters referred to in the **certificate of title** are correct on **completion**. If this is not the case then **you** must return to **us** any funds **you** are holding on **our** behalf in connection with the **transaction**.

16.3 **You** must not release funds until **we** have expressly confirmed to **you** in writing that **we** agree to such release and **our** instructions have been fully complied with.

16.4 Unless otherwise agreed with **us** in writing, **you** have no authority to release the funds received to complete the **mortgage loan** otherwise than to (or at the direction of) the **borrower** or, in the case of return of funds, to **us**. In case of a purchase, unless the **offer** provides otherwise, the whole of the **mortgage loan** must be paid directly to the solicitor of the **seller** as named in the relevant missives of sale.

16.5 Where there is more than one **borrower**, **you** must have written instructions from each **borrower** as to where and to whom the **mortgage loan** is to be remitted. If there are any discrepancies between the instructions received **you** must not make any payment unless **you** have received satisfactory joint instructions from all **borrowers**.

16.6 Where the application has a 'cashback ' element, this must be remitted by **you** to the **borrower**. You will be responsible for recovering additional costs for this disbursement.

16.7 If the **offer** specifies deductions are to be made from the **mortgage loan** then the amount remitted to **you** will be net of those deductions.

17) Completion Costs and Fees

17.1 **We** will not be responsible for any costs or other liability incurred as a result of delayed **completion**.

17.2 **We** reserve the right to charge a reasonable administration fee to cover the costs incurred if **we** do not receive the **certificate of title** within the required time specified in paragraph 7.9 of these **general instructions**.

17.3 The **mortgage loan** will be remitted to **you** by CHAPS payment. A transfer fee will be charged to the **borrower** with respect to such payment and the fee will be set out in the **borrower's offer**.

18) Data Protection

18.1 In this section:

(a) "**Data Protection Legislation**" shall mean the DPA, or, the GDPR (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals;

(b) "**Data Subject**" has the same meaning as in the Data Protection Legislation;

(c) "**DPA**" means the UK Data Protection Acts 1998 and 2018;

(d) "**GDPR**" means the General Data Protection Regulation (EU) 2016/679;

(e) "**Personal Data**" means "personal data" (as defined in the Data Protection Legislation) that are Processed under this agreement;

(f) "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

(g) "Processing" has the same meaning as in the Data Protection Legislation and "Process" and "Processed" shall be construed accordingly; and

(h) "Processor" means a "data processor" for the purposes of the DPA and a "processor" for the purposes of the GDPR (as such legislation is applicable).

18.2 **You** acknowledge that **you** are a Processor acting on behalf of **Bluestone** and that the type

of Personal Data and categories of Data Subjects are: borrower's name, address, contact,

financial, property, marital status and dependants data; and where applicable guarantor's name, address, contact, financial, property, marital status and dependants data.

18.3 **You** shall comply with your obligations under the Data Protection Legislation and shall, in particular:

(a) Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carrying out **your** duties under this agreement and in accordance with **Bluestone's** written instructions (unless otherwise required by European Union laws or the laws of the European jurisdiction in which **you** Process the Personal Data);

(b) implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;

(c) not transfer the Personal Data outside of the European Economic Area without the prior written consent of **Bluestone**;

(d) ensure that any employees or other persons authorised to process the Personal Data are subject to appropriate obligations of confidentiality;

(e) not engage any third party to carry out its Processing obligations under this Agreement without obtaining the prior written consent of **Bluestone** and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this schedule;

(f) notify **Bluestone**, as soon as reasonably practicable, about any request or complaint received from Data Subjects without responding to that request (unless authorised to do so by **Bluestone**) and assist **Bluestone** by technical and organisational measures, insofar as possible, for the fulfilment of **Bluestone's** obligations in respect of such requests and complaints;

(g) On request by **Bluestone** and taking into account the nature of the Processing and the information available to **you**, assist Bluestone in ensuring compliance with its obligations under the GDPR (where applicable) with respect to:

(a) implementing appropriate technical and organisational measures in accordance with Article 32 of the GDPR;

(b) where relevant, notifying any Personal Data Breach to the Information Commissioner's Office (or any replacement body) and/or communicating such Personal Data Breach to the Data Subject in accordance with Articles 33 and 34 of the GDPR; and

(c) where necessary, carrying out and/or reviewing and, if applicable, consulting with the Information Commissioner's Office (or any replacement body) with respect to data protection impact assessments in accordance with Articles 35 and 36 of the GDPR;

(h) on termination or expiry of this relationship, destroy or return to **Bluestone** (as **Bluestone** directs) all Personal Data and delete all existing copies of such Personal Data, unless otherwise required by European Union laws or the laws of the European jurisdiction in which **you** Process the Personal Data.