

Terms and Conditions for the University of Birmingham

Lettings Membership Scheme (LMS or the Scheme)

1) Membership:

- a) The following are required for any Landlord or Letting Agent to join the LMS
 - Proof of membership of an accreditation scheme from the Accreditation Network UK ([ANUK](#))
 - Membership of schemes not on the ANUK list will be considered on a case-by-case basis
 - Members must remain in good standing with the national or regional accreditation scheme during their participation in LMS
 - Proof of membership of an approved property redress scheme (**letting agents only**)
 - Agreement to the LMS Code of Conduct (in Schedule 1) and these Terms and Conditions
 - Agreement to attend regular gatherings to share experience and knowledge, and take part in Continuous Professional Development (CPD)
 - Awareness and agreement of the Member's information being used and shared as detailed here (<https://www.birmingham.ac.uk/privacy>)
 - Agreement to inclusion on the Scheme's mailing list for the purpose of receiving key information in relation to the Scheme.
- b) When you submit your application (online, by post, telephone, in person or email) you agree to become bound by these Terms and Conditions and the LMS Code of Conduct as an LMS Member, subject to acceptance of your application by the University. For all applications, these Terms and Conditions will be binding from the date we communicate our acceptance by electronic means (if you have provided us with your valid email address) or by post.
- c) Membership will be awarded for a 2-year period subject to the qualifying conditions being met. Membership must be renewed every two years.
- d) The names of approved members will be on a publicly available list on the Community Living website (<https://community-living.org.uk/lettings-membership-scheme-2/>)
- e) The University reserves the right to deny or remove membership to the LMS at our own discretion.
- f) The University has the overriding discretion to determine:
 - The criteria of eligibility for membership of the Scheme
 - The rights, privileges and other benefits attaching to membership of the Scheme. Benefits of the Scheme may be subject to additional terms and conditions from the University or our partners.

2) Property Standards:

LMS Members must:

- a) Ensure that their properties are compliant with all statutory or legal requirements, including but not limited to planning, building control, fire authority, and HMO licensing
- b) Keep copies of relevant safety certificates for gas installation and appliances, and electrical installation condition reports for the property
- c) Maintain current minimum legal standards in the property, including adequate fire safety and amenities, good standards of management, and a reasonable state of repair
- d) Attend to all disrepair or defects in the property promptly when notified by tenants or agents
- e) Comply with requests from local authorities to improve property conditions following inspections.

3) Tenancy Agreements:

In addition to their obligations under the LMS Code of Conduct LMS Members must:

- a) Advertise all tenancies with transparency and free from misrepresentation
- b) Comply with all legislation related to the start of a tenancy, including Tenancy Deposit and How to Rent guide
- c) Not include any terms or conditions in the tenancy agreement that could be classed as potentially unfair under the Unfair Terms in Consumer Contracts Regulations 1999, and not charge any fees apart from those determined as allowable under the Tenant Fees Act 2019.

4) Benefits of Membership:

- a) As a member of the Scheme, the University grants you a licence to use 'University of Birmingham Lettings Membership Scheme' and the initials LMS and the LMS logo (together, 'the LMS Brand') to tell others that you are a member of the Scheme subject to the following conditions:
 - You may only use the LMS Brand, in accordance with these Terms and Conditions. In particular, you shall not make any representation that you have any relationship with the LMS other than that you are a member of it. You are explicitly prohibited from using the [University of Birmingham's brand or logo](#) in connection with your business as a private residential landlord or any other business interest or activity.

- You may use the LMS Brand solely in connection with your business as a private residential landlord, for the letting of your own private residential accommodation in the UK, and not in relation to any other business interest or activity; including, but not limited to, being a letting agent and/or managing agent.
 - You must not modify the LMS Brand in any way and may only use it in accordance with the brand guidelines displayed on our website.
 - You shall not incorporate any LMS Brand in your business or trading name(s) or any other name or trademark used in conjunction with your business.
 - You recognise that the University owns the LMS Brand, including any goodwill and other rights associated with them. You may not permit or sublicense anyone else to use the LMS Brand.
 - If you become aware of anyone making unauthorised use of the LMS Brand or otherwise passing themselves off as either the LMS or a member of it, you shall immediately notify the University and provide it with full details. You acknowledge that the University has the sole right to act against any infringement and that any damages recovered shall belong to the University.
 - If your membership ceases or is suspended, you must immediately cease use of the LMS Brand, and any similar marks or elements; you must not represent in any way that you are, or were, a member of the LMS
- b)** As a member of the Scheme, you will be entitled to advertise properties at a discounted rate on StudentPad subject to the following conditions:
- You must comply with property standards outlined in these Terms and Conditions
 - You must provide;
 - (a) HMO licensing (if applicable)
 - (b) Deposit scheme
 - (c) Pictures of the Property
 - All relevant documentation must be in-date
- c)** As a member of the Scheme, you will have exclusive access to a message board on StudentPad with fellow Selly Oak Landlords and Letting Agents subject to the following conditions
- Access to the Message Board is limited to landlords and letting agents who have registered with us and who have agreed to these Terms and Conditions.
 - Access to the Message Board is granted solely for the purpose of facilitating communication and collaboration between LMS Members.
 - You agree to use the Message Board in a professional and courteous manner.
 - You are solely responsible for the content that you post on the Message Board. You agree not to post any content that is illegal, defamatory, or infringes on the rights of any third party. We reserve the right to remove any content that violates these Terms and Conditions or that we determine to be inappropriate.
 - We may terminate your access to the Message Board at any time for any reason without notice. You may also terminate your access to the Message Board at any time by closing your account.

5) Complaints:

- a) Any complaints raised against members of the Lettings Membership Scheme will be investigated in line with the LMS Complaints Procedure
- b) The University reserves the right to escalate complaints against members of the Scheme to the appropriate regulatory body or legal authorities if necessary. LMS Members must cooperate with any investigations or inquiries from re-dress, national and regional accreditation schemes regarding their conduct or property management practices.
- c) Failure to maintain membership in good standing with the accreditation scheme which was the qualification criteria for membership of LMS or failure to cooperate with any inquiries or investigations may result in removal from the University of Birmingham's Lettings Membership Scheme.

6) Suspension or termination of Membership by the University:

In addition to rights outlined in 1e) regarding termination of membership, the University may, in our sole and absolute discretion, suspend or terminate your membership and take such other action as we deem appropriate if you (the LMS Member).

- a) Do anything or omit to do anything which brings, or is likely to bring, the University or its name into disrepute
- b) Are in breach of these Terms and Conditions, including without limitation in the 2 years of membership failing to take part in gatherings to share experience and knowledge or Continuous Professional Development (CPD)
- c) Do anything that amounts to a breach of the LMS Code of Conduct
- d) Behave abusively towards University personnel, whether in person or through correspondence
- e) Have a complaint made against you (pending investigation).

Suspension or termination of membership takes effect upon service on you of notice to that effect. Your entitlement to membership benefits will cease on your ending, or suspension or termination of your membership.

The University may, at our absolute discretion, re-admit a person who has ceased to be a member by reason of the above provisions. In the case of suspension pending our investigation, your benefits and membership will be reinstated if the investigation clears you of the allegations made.

We may disclose such information to law enforcement authorities as we reasonably feel is necessary and reserve the right to publish the names of members whose membership has been terminated for any of the above reasons.

7) Ending your membership:

You can cancel your membership at any time by letting the Scheme Operator know in writing by emailing contactus@communityliving.bham.ac.uk

8) Data protection and use of personal data:

- a) The University is committed to respecting your privacy and protecting the information you provide to us about you. We hold and process information about you in accordance with privacy policy at [<https://www.birmingham.ac.uk/privacy>]
- b) You warrant that all information provided by you (as part of the membership registration process or otherwise) is correct, accurate and not misleading.

- c) All members who are landlords are reminded of their obligation to keep all information about their tenants secure and confidential.

9) Limitation of our liability:

- a) While we, the University, are committed to acting in the best collective interests of our students who may become tenants and members of the LMS, we cannot be held responsible for any adverse effects or consequential losses following the provision of advice and information. All written and oral advice provided in our publications and through the Scheme is given in good faith and aimed at those letting private residential accommodation in the UK. While every effort is made to ensure the accuracy of such publications and briefings may make available to LMS Members from time to time; neither the University nor the authors can accept liability for errors and omissions within them.
- b) Any templates and/or forms accessible through the LMS will be based on accepted good practice. While if we reference them, we believe they are compliant with the relevant laws at the time of publication, they are no substitute for specific legal advice, which should be taken before reliance, adaptation or use.
- c) Where any services or products are provided by a third party introduced to you through the Scheme this will be indicated online or in other documentation provided relating to the particular service or products involved. If an order is given to the provider, any contract is between you and them, the University is not a party to such a contract. In such a situation the University acts purely as an introducer and not acting as agent for either you or for the provider. The University is not in any way liable to you under or in respect of any contract between you and the provider. The University accepts no liability whatsoever or responsibility for any act, omission, failure or breach of contract on the part of the provider or anyone else acting on behalf of the provider and all such liability is disclaimed.
- d) In circumstances where you suffer loss or damage arising out of, or in connection with, any membership benefit or the provision of any products or services offered by us or third-party organisations through our website or otherwise (whether by virtue of being a member of the Scheme or not) to the extent permitted by law, the University and third parties connected to us accept no liability for this loss or damage and hereby expressly exclude
 - all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
 - any liability for any direct, indirect or consequential loss or damage incurred by any person in connection with any membership benefit or products and services offered

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Notwithstanding the above, if we are liable to you for any reason, our liability will be limited to the sum of £10.

- e) Neither party shall be liable to the other for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot reasonably be planned for or avoided.

10) General:

- a) LMS Members shall report any changes to contact details (phone, postal address, email address etc) to the Scheme Operator within 14 days of the change.
- b) These Terms and Conditions override and take the place of any other contrary terms or conditions in relation to your membership of the Scheme.
- c) The University reserves the right to change the benefits that apply to your membership or these Terms and Conditions at any time but will endeavour to provide you with at least 14 days' notice. If you do not accept the proposed variation, you may terminate your membership within that notice period, without penalty, by letting us know in writing by post or email.
- d) To reduce cost the University will use electronic means to communicate with you, this includes sending information about your membership status, official notices and voting forms. By becoming a member of the Scheme, you agree to this, however if you wish to receive these items by postal means instead then please inform us.
- e) The University will have been deemed to have served notice by sending any communication to the last address or email address provided by you to us.
- f) These Terms and Conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

Schedule 1 – LMS Code of Conduct

- 1. Overarching Conduct:** LMS Members will act in a fair, honest and reasonable way in their dealings with tenants and will respect their rights to peaceful and quiet enjoyment of the property. LMS Members will not act in a manner that brings the Lettings Membership Scheme or the University of Birmingham into disrepute.
- 2. Compliance with laws and regulations:** LMS Members must comply with all relevant laws and regulations, including but not limited to; the [Housing Act](#), the [Equality Act](#), and [fire safety regulations](#).
- 3. Maintenance and repair:** LMS Members should ensure that properties are well-maintained, in a good state of repair, and in-line with the [Housing health and safety rating system \(HHSRS\)](#). Members should also respond promptly to any maintenance requests made by tenants.
- 4. Transparency and communication:** LMS Members should communicate openly and transparently with tenants. Tenants must be given written details of their rights and responsibilities. LMS Members should provide tenants with a written tenancy agreement, together with a current inventory, a contact telephone number and details of an emergency contact. LMS Members should provide clear information about rent, bills, completion of repairs and any other charges.
- 5. Fair treatment of tenants:** LMS Members should treat tenants fairly and respectfully, and should not discriminate against tenants on any grounds. This means landlords or their agents must not treat prospective and/or existing tenants less favourably than others just because of their age, sex, disability, race, religion or belief, sexual orientation, marriage and civil partnership, pregnancy and maternity, or gender reassignment.
- 6. Respect for privacy:** LMS Members should respect the privacy of tenants, and apart from emergencies, give the tenant reasonable notice (at least 24 hours, in writing, stating reasons) when access to the property is required by the landlord, agent or contractor).
- 7. No Harassment:** LMS Members must not cause or allow harassment of tenants or instruct or undertake any action that involves illegal eviction or harassment.
- 8. Commitment to customer service:** LMS Members should provide a high level of customer service, responding promptly to any questions or concerns raised by tenants.
- 9. Health and safety:** LMS Members should ensure that properties are safe, appropriately secured to deter theft and burglaries, free from hazards, and should provide smoke alarms and carbon monoxide detectors where required.
- 10. Data protection:** LMS Members must comply with data protection laws and regulations, and only use tenant information for legitimate purposes.