

## NRLA Membership Terms

### 1. Who we are

In these Terms, 'Group', 'We', 'Us' and 'Our' mean the National Residential Landlords Association group (the **NRLA**), a membership organisation which represents and supports private residential landlords in the UK. It comprises:

- National Residential Landlords Association - a not-for-profit company limited by guarantee (registered in England under number 12187275);
- LPTE Limited - a wholly-owned share company of the NRLA (12249799);
- Homes2Rent Limited (04255833);
- Safe2 Limited (12222247) and,
- Any of the companies wholly owned or controlled by the companies listed above.

The registered office for the group is: Suite 323 Tootal Buildings, 56 Oxford Street, Manchester M1 6EU.

### 2. Membership Terms

These membership terms ('the Terms') of the NRLA referred to in its Articles of Association and the further documents referred to herein, govern the relationship between the NRLA and each member ('Member', 'you', 'your') and form part of a legally binding contract we refer to as the Membership Terms & Conditions ('Membership T&Cs'). Please read these (including the documents below) carefully before you apply to become a member as you will be asked to agree to them to join or renew with us:

- The [Articles of Association of the NRLA](#)
- Our [Website Terms of Use](#)
- Our [Privacy Notice](#)
- Our [Code of Practice and Complaints Procedure](#)

Collectively set out the conditions of your membership of the NRLA. Use of some of our services may also be subject to additional, specific terms and conditions e.g. booking a course or using a commercial partner's service.

The rights and obligations that you have under all the Membership T&Cs are personal to you and not transferable to any other business or person. The rights and benefits will cease when your membership ends, for whatever reason.

Under this contract, conditional upon payment of the appropriate subscription, we will provide you with access to our services and a range of other benefits and discounts, which we offer directly ourselves or with our partner organisations.

By becoming a member, you agree that you and your associated members

- will abide by and comply with the Membership T&Cs.
- will ensure that all your dealings with third parties involved in the private residential rented sector are fair, honest and open.
- will not do, or omit to do, anything likely to bring the NRLA or its name into disrepute.
- will not claim to represent the NRLA without prior written authorisation from us, except as permitted below.

Although we are committed to acting in the best collective interests of our membership and the wider private rented sector, 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 our services (including via the advice line) is given in good faith and aimed at those letting private residential accommodation in the UK.

### 3. Membership classes

There are two current classes of membership of the NRLA:

- **Landlord Membership**
  - This class of membership is open to individuals aged 18 and over and who own and let (or aspire to own and let) one or more residential properties.
  - Such membership carries the right to attend, speak at and vote at meetings of the members.
  - It allows the member, and one other person nominated by the member, to have access to all the member services available at any time and from time to time; however, the nominated person has no right to attend or vote at general meetings.
- **Business Membership**
  - This class of membership is open to companies and limited liability partnerships that own and let one or more residential properties.
  - Such membership carries the right to attend, speak at and vote at meetings of the members.
  - It carries the right for the member, plus up to four individuals working for the member and nominated by it, to access all the member services available at any time and from time to time; save that the right to attend and vote at meetings of the members is available only to the main member.

The Directors of the NRLA have overriding discretion to determine

- the classes of membership.
- the criteria of eligibility for each class of membership.
- the rights, privileges and other benefits attaching to each class of membership.
- the class of membership available to any applicant or member.

### 4. Membership fees and term

Membership fees displayed on the application section of our website will always prevail for all categories of membership. The minimum membership term is for one calendar year.

We reserve the right to increase the price of membership fees on an annual basis. You will be informed of any membership fee increase within your membership renewal notice.

### 5. Membership benefits

The NRLA offers its members a range of useful products and services which we reserve the right to change from time to time. Each may be subject to additional Membership T&Cs from us or our partners. They currently include the following

- **Advice Line Service** – Providing access to a group of subject-matter experts who can advise on a wide range of residential landlord and tenant queries and issues.
- **Portfolio Service** – Advertise and manage your rental properties online. Helps you to stay compliant with the relevant legislation.
- **Tax Investigation Insurance** – Providing professional representation to support you during any HMRC investigation of tax returns. See the website for more details and conditions.
- **Interactive Services** – Providing a range of helpful online forums to communicate with other landlords about common questions and problems.
- **Partner Services** – A range of landlord-specific offers and discounts designed to be helpful and save you money. Subject to separate terms and conditions available at the point of purchase.
- **Publications and Other Products** – Including a quarterly magazine and regular online newsletters providing invaluable member information and news about the sector.
- **Courses** – A range of online and face-to-face courses aimed at landlords of all skill and experience levels. When you purchase courses from us or sign up for meetings or events, they are subject to separate terms and conditions available at the point of purchase.

- **Meetings and Events** – Local events set up and run by landlords, for landlords, offering networking and learning opportunities.
- **Continuous Professional Development and Accreditation** – Proving that you have reached a recognised professional standard as a landlord.
- **Online Library** – Your membership entitles you to access a library of advice, guidance and information available on our website.

By becoming a member of the NRLA, you are agreeing to comply with the provisions of our Articles of Association, including the commitment to contribute a maximum of £1 to the assets of the NRLA in the unlikely event that it is wound up as insolvent.

## **6. Becoming a member**

When you submit your application (online, by post, telephone, in person or email) you agree to become bound by all the Membership T&Cs as a member, subject to acceptance of your application by us. We reserve the right to decline membership applications at our absolute discretion.

For applications made through our website, you will be automatically directed to an application confirmation page and receive an email acknowledgement. Acknowledgement that your application has been received and is being processed does not yet mean that the contract between us is formed.

For all applications, these Membership T&Cs will be binding from the date we send your welcome pack by electronic means (if you have provided us with your valid email address) or by post.

## **7. Consumer Contracts Regulations (Distance Selling Regulations)**

You agree that as a landlord running a business, membership constitutes a business transaction between you and the NRLA and as such the Consumer Contracts Regulations do not apply. Because we start to provide membership services immediately following acceptance of your payment, no cooling-off period is offered.

## **8. Renewals and cancellations**

Membership will automatically continue upon the expiry of each term of membership, subject to your paying and our accepting payment of your membership fee for the new membership term in accordance with the Membership T&Cs.

We will send you a membership renewal notice approximately a month in advance of the expiry of your membership, including your membership renewal price, collection date (which will be prior to your membership expiry) and your entitlement to cancel your membership should you wish.

If you wish to cancel your membership, you must inform us in writing of your intention to cancel at least ten working days prior to the anniversary of the date that you became a member. In the absence of such written notice, your membership will be automatically renewed immediately upon expiry of the current contract period. At the point of renewal of your membership, our collection of your payment is confirmation of the continuation of this contract for the subsequent membership term.

## **9. Lapsed membership**

Subject to renewal as above, your membership will lapse on the day prior to the expiry of each membership term. If your membership is renewed within 30 days from the date that it has lapsed, your membership will be treated as continuous. However, claims against Tax Investigation Insurance can only be made if membership is fully paid up at the time the relevant HMRC enquiry or investigation is notified to you. Tax Investigation Insurance is subject to its own specific terms and conditions.

## **10. Ending your membership**

You can cancel your membership at any time by letting us know in writing. You are not entitled to any refund in respect of any unexpired portion of your membership as the membership fee for the relevant period is payable in full and is non-refundable or transferable.

Your entitlement to membership benefits will cease on your ending, or suspension or termination of your membership, including but not limited to

- any right to use any of the NRLA's logos or branding under these Membership T&Cs.
- access to the members'-only area of our website.
- access to your professional development records; please make sure you download them in advance.
- access to the Advice Line.
- discounts and cashback on services, if applicable.

## **11. Suspension or termination of your membership by us**

We may, in our sole and absolute discretion, suspend or terminate your membership, either in full or in part, and take such other action as we deem appropriate if

- you do anything or omit to do anything which brings, or is likely to bring, the NRLA or its name into disrepute.
- your membership fee or any other sum or sums due have not been paid by the due date for payment.
- you are in breach of these Membership T&Cs (including the other documents referred to in them, with the exception of the [Code of Practice](#)) provided that where, in our opinion, the breach is remediable you have not acted on our reasonable recommendations to remedy the breach within seven days of our notifying you to do so.
- it is pursuant to the [Code of Practice](#).
- a complaint is made against you (pending investigation).
- You are in breach of the NRLA Unacceptable Behaviour policy whether in person, verbally or through correspondence.
- it is at the discretion of the Chief Executive Officer.

Suspension or termination of membership takes effect upon service on you of notice to that effect.

If we suspend or terminate your membership under one of the above provisions, the following appeals process will apply:

- You can appeal by serving notice to that effect, including your reasons, in writing to the Membership Manager not more than ten days after notice of the suspension or termination is deemed served upon you.
- The Membership Manager will forward your appeal to an Appeals Committee, which shall consist of at least three Board members.
- The Appeals Committee will notify you in writing of their decision within 15 days of the receipt of your appeal.
- The Appeals Committee's decision is final.

If your membership is terminated under any of the above provisions, you will be disqualified from all other categories of membership of the NRLA and you may not be allowed to re-join subsequently. We 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.

We may also take any other action we deem reasonably appropriate. Such action may include taking legal proceedings against you for reimbursement of all costs we have incurred as a consequence of any breach by you, or any person associated with you, of the Membership T&Cs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs on a solicitor and client basis). We exclude liability for actions taken in response to breaches of these Membership T&Cs. For the avoidance of doubt, if it is alleged that you are in breach of the Code of Practice, the complaints process set out in the Code of Practice will apply.

## **12. Unacceptable behaviour**

On some occasions situations arise where the actions of customers become unacceptable. When this happens, it impacts our ability to provide services and to protect our employees and so we ask the following of our members and customers:

- **Use of the Advice Line** - The Advice Line is only available to named Landlord or Business Members. Contacts must be related to your own private residential lettings and not in relation to properties owned by or managed on behalf of others.
- **Abusive behaviour** - The NRLA expects that customers will always treat employees with respect and will not tolerate communication which includes shouting, swearing, aggression, threats, personal derogatory comments, rudeness or any sexual or racial comments directed at the member of staff or any other individual. If this behaviour does occur, the employee has permission to warn the customer that this behaviour is not acceptable and if the behaviour continues to terminate the interaction with the customer. The employee is also empowered to raise a complaint against the customer in these situations. The complaint will be investigated, and appropriate action taken against the customer which may include suspension or termination of services and membership.
- **Unreasonable requests or levels of contact** - The NRLA expects our customers to act in a reasonable manner when it comes to levels of contact and requests. Requests or levels of contact become unacceptable when they will impact substantially on the work of the NRLA. This can include requesting to consistently speak to a specific employee, a substantial volume or duration of contact to the NRLA during a short period of time or requesting a response in an unreasonable timescale. The impact of this behaviour is the disproportionate amount of employee time taken to deal with these types of interactions which in turn can disadvantage other customers of the NRLA.
- **Reasonable adjustments** - We respect all our customers and understand that some of them may have disabilities that can impact their communication or the way in which they express themselves. The NRLA will always aim to make reasonable adjustments if we are asked to do so such as communicating in a different format. We understand that sometimes communication may be frustrating however actions that will negatively impact our employees are not acceptable and we may still refer to our abusive behaviour policy if it is required.

### **13. Use of the NRLA Brand**

As a Member, the NRLA grants you a licence to use 'National Residential Landlords Association' and the initials NRLA and the current NRLA Member Logo (together, 'the NRLA Brand') to tell others that you are a member of the NRLA subject to the following conditions:

- You may only use the NRLA Brand, in accordance with these Membership T&Cs. In particular, you shall not make any representation that you have any relationship with the NRLA other than that you are a member of it.
- You may use the NRLA 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 NRLA Brand in any way and may only use it in accordance with the brand guidelines displayed on our website.
- You shall not incorporate any NRLA Brand in your business or trading name(s) or any other name or trademark used in conjunction with your business.
- You recognise that the NRLA owns the NRLA Brand, including any goodwill and other rights associated with them. You may not permit or sublicense anyone else to use the NRLA Brand.
- If you become aware of anyone making unauthorised use of the NRLA Brand or otherwise passing themselves off as either the NRLA or a member of it, you shall immediately notify the NRLA and provide it with full details. You acknowledge that the NRLA has the sole right to act against any infringement and that any damages recovered shall belong to the NRLA.
- If your membership ceases or is suspended, you must immediately cease use of the NRLA Brand, and any similar marks or elements; you must not represent in any way that you are, or were, a member of the NRLA.
- If you are an Accredited Landlord, you will also be entitled to use the Accredited Landlord logo, subject to the Membership T&Cs of the Accredited Landlord Scheme.

### **14. Third-party terms and conditions**

When any NRLA service or products are provided to the NRLA by a third party ("the Provider") in order to enable the service or products to be provided to you the service is subject to the Provider's posted terms and conditions so far as applicable. Where there is any conflict between the terms and conditions of any Provider and ours then the NRLA's Membership T&Cs or other rules and guidelines shall prevail.

You agree not to do anything which is a breach of the Provider's terms and conditions where they are posted on the NRLA website. You will also indemnify us against all actions costs claims demands and liabilities arising directly or indirectly out of any claim by or liability to any third party against us arising out of or connected with your use of any NRLA service or products or content

### **15. The NRLA as an introducer**

Where any services or products are provided by a third party 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 NRLA is not a party to such a contract. In such a situation the NRLA acts purely as an introducer and not acting as Agent for either you or for the Provider.

NRLA do not provide advice on financial products. You should consult a financial adviser before entering into any contract for financial services or products.

The NRLA is not in any way liable to you under or in respect of any contract between you and the Provider. The NRLA 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.

#### **16. Making a complaint about the NRLA and our services**

We aim to provide an excellent service to all our members and customers and to make reasonable endeavours to ensure that you are satisfied with the service that you receive. If we fail to meet your expectations, please do tell us. To register a complaint, please complete the Complaints Form, available on our website, and email to [membership@nrla.org.uk](mailto:membership@nrla.org.uk). A member of staff will acknowledge receipt within two working days.

Generally, we will need to investigate the complaint and directly contact the service provider in question; we may require further information from you regarding your experience with the service.

With a view to making sure standards are kept as high as possible, we reserve the right to publish on our website details of complaints received and investigated, including your name.

#### **17. Data protection and use of personal data**

The NRLA 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 our [Privacy Notice](#).

You warrant that all information provided by you (as part of the membership registration process or otherwise) is correct, accurate and not misleading.

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

#### **18. Limitation of our liability**

Every effort is made to ensure the accuracy of our newsletters, advice, library articles and any other journals or publications as we may make available to our members from time to time; however, neither we nor the authors can accept liability for errors and omissions within them.

The tenancy agreements and/or other related forms accessible via the NRLA Forms service on our website are template documents based on accepted good practice. We believe they are compliant with the relevant laws at the time of publication. However, they are no substitute for specific legal advice, which should be taken before reliance, adaptation or use.

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 or not) to the extent permitted by law, we, other members of our group of companies 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, including without limitation any liability for
  - loss of income or revenue.
  - loss of business.
  - loss of profits or contracts.
  - loss of anticipated savings.
  - loss of data.
  - loss of goodwill.
  - wasted management or office time.

- any other loss or damage of any kind, howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

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 value of your annual NRLA membership fee.

These Membership T&Cs do not and shall not affect your statutory rights as a consumer.

#### **19. Entire agreement**

These Membership T&Cs override any other contrary terms or conditions in relation to any membership subscription between you and us.

#### **20. Variation**

We reserve the right to change the benefits that apply to your membership or these Membership T&Cs 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. If you serve us notice terminating your membership within the required period, we will refund you in respect of the unspent part of your membership fee, which we will pay to you within 30 days.

Otherwise, if you do not serve us with the required notice within the required period, the varied benefits and/or Membership T&Cs will become binding on you on expiry of the 14-day period.

#### **21. Third parties**

A person who is not party to these Membership T&Cs shall not have any rights, under or in connection with them, under the Contracts (Rights of Third Parties) Act 1999; except that any person who suffers loss as a result of, or arising from, any posting or other contribution you make on our website shall be entitled to enforce these Membership T&Cs against you directly.

#### **22. Force majeure**

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.

#### **23. Communication and Service of notices**

To reduce cost the NRLA 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, you agree to this, however if you wish to receive these items by postal means instead then please inform us.

The NRLA will have been deemed to have served notice by sending any communication to the last address or email address provided by you to us.

#### **24. Governing law and jurisdiction**

These Membership T&Cs are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.



## 25. Contacting us

For queries or comments about NRLA Membership and our services, please contact us at [membership@nrla.org.uk](mailto:membership@nrla.org.uk). For Data Protection queries, please email [data.protection@nrla.org.uk](mailto:data.protection@nrla.org.uk)

### Document Control

| VERSION | SUMMARY OF CHANGES  | DATE       |
|---------|---|------------|
| 1.0     | First controlled issue  | 01.08.2022 |
| 1.1     | New section on unacceptable behaviour added.<br>Minor addition and reposition of how to contact us section. | 17.04.2023 |
| 1.2     | Changes to Who We Are section to include addition of Safe2 and change of registered address                 | 02.04.2024 |
| 1.3     | Change to new branding and font only  | 01.10.2024 |