

LANCASTER UNIVERSITY

2019

# HOMES STANDARD





The Lancaster University Homes Standard details the terms and conditions that applicants and members sign up to when they register with or renew their membership of the Lancaster University Homes Accreditation Scheme.

Only accommodation accredited with Lancaster University Homes is approved by Lancaster University, the University of Cumbria and Lancaster City Council. The Scheme is wholly owned and administered by Lancaster University.

Lancaster University will endeavour to ensure, as far as reasonably practicable, that applicants and properties meet the Standard prior to approving membership by

inspecting all properties registered with the Scheme and by checking available records such as student complaints for compliance.

Where an applicant is refused membership or where membership is revoked or suspended, the applicant or member will be advised in writing and sent details of the appeals process.

# CONTENTS

<b>Part One:</b>	
<b>The Landlord Standard</b>	<b>5</b>
<b>Part Two:</b>	
<b>The Management Standard</b>	
<b>01:</b> Professional Standards	6
<b>02:</b> Equality & Diversity	6
<b>03:</b> Insurance	6
<b>04:</b> Marketing & Advertising	6
<b>05:</b> Setting up the Tenancy	6
<b>06:</b> The Tenancy Agreement	7
<b>07:</b> At the start of a New Tenancy	8
<b>08:</b> Durning the Tenancy	9

<b>09:</b> At the end of the Tenancy	9
<b>Part Three:</b>	
<b>The Property Standard</b>	
<b>10:</b> Altered, New & Extended Buildings	10
<b>11:</b> Housing Health & Safety Rating System	10
<b>12:</b> Local & National Standards	10
<b>13:</b> Licensing of Houses in Multiple Occupation	10
<b>14:</b> Gas Installation and Appliances	10
<b>15:</b> Carbon Monoxide	11
<b>16:</b> Energy Performance	11
<b>17:</b> Insulation	11
<b>18:</b> Heating & Hot Water	11

<b>19:</b> Electrical Safety	11
<b>20:</b> Fire Safety	11
<b>21:</b> Facilities	13
<b>22:</b> Security	13
<b>23:</b> External Environment	13
<b>24:</b> Habitable Basements and Sub Ground Level Rooms	14
<b>25:</b> Lifts	14
<b>Terms &amp; Conditions</b>	<b>16</b>
<b>Appendix A</b>	
<b>Repairs Service Standard &amp; Contractor Protocol</b>	<b>19</b>



## *Part One:* **The Landlord Standard**

On making an application to the scheme, the applicant declares that they have read, understood and will act and operate in accordance with the terms and conditions of membership detailed in the Lancaster University Homes Standard.

In making an application and throughout the duration of membership, applicants and scheme members will:

- Obtain, maintain and comply with all relevant legislation in relation to the properties offered or let to students including, but not limited to, health and safety and landlord and tenant legislation
- Ensure that all accommodation in the area which is let to students or university staff and which is owned, managed, let or otherwise promoted, is accredited with the scheme prior to marketing or letting
- Pay an accreditation fee based on the full portfolio of properties subject to accreditation
- Notify the scheme of any significant change to accredited properties such as change of ownership or management
- Not do anything that might, in the sole opinion of the University, bring the University or the Scheme into disrepute or damage the reputation of the University or Scheme

The following circumstances are likely to lead to an applicant being refused membership, or to membership being revoked:

- The applicant or member is known to a university as having practiced poor management or conducted business in any way that would, in the opinion of the University, bring the scheme into disrepute or damage the reputation of the University or Scheme.
- Using their involvement in this or other accreditation scheme in a manner which is either fraudulent or intended to deceive, acting in breach of or failing to maintain the standards required under the Scheme's terms and conditions, or otherwise acting in such a manner as to bring the Scheme into disrepute.
- Marketing, letting or referring students to any properties that are not accredited with the scheme.
- Unlawful discrimination.
- Conviction of any criminal or civil offence which could be construed as being relevant to the letting business, including fraud, dishonesty, violence, drugs and sexual offences.
- Contravention of any provision of the law relating to housing, planning, fire, health and safety or of landlord or tenant law, such as having been subject to proceedings by a local authority or other regulatory body or failing to have in place relevant safety certification.
- Committing a material breach of any term of this Standard.
- Being subject to a valid complaint made to a university which would reasonably justify the opinion that the conduct is inconsistent with the aims of the Scheme.

# Part Two: The Management Standard

## 1. Professional Standards

- Scheme members must comply with all relevant legislation relating to the management and letting of properties. As such, scheme members are strongly advised to ensure their knowledge of housing management and tenancy legislation is maintained by joining a professional landlord organisation such as the Residential Landlords Association (RLA) or National Landlords Association (NLA) and will have regard to the CMA (Competition and Markets Authority) Guidance relating to Consumer Protection Law when conducting their business.

## 2. Equality and Diversity

Scheme members commit to acting in a fair, honest and reasonable way in all dealings with prospective and/or existing tenants. No prospective and/or existing tenants will be treated less favourably than any other person or groups of persons because of their age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

## 3. Insurance

- The property will have adequate specialist landlords insurance, including cover for loss of rent or alternative accommodation if the home is made uninhabitable by an insured event.
- Tenants will be advised which contents are insured and of the need to insure any contents they own, if they wish.

## 4. Marketing and Advertising

In addition to compliance with the Scheme website terms of use, Scheme members commit to the following:

- To promote their membership of the scheme by displaying the Scheme's Quality Mark on their website and promotional material in accordance with scheme guidelines;
- To only use all logos, branding and intellectual property in accordance with the Brand Guidelines;
- To ensure all details relating to marketing the property and charges are accurate and do not mislead;
- To only advertise properties or rooms when there is a forthcoming vacancy;
- To only display professional quality advertising boards at the property;
- To keep advert and availability details on the scheme website up to date at all times;
- To respond to enquiries received via the website within a reasonable timeframe;
- Not to advertise on campus at either Lancaster University or the University of Cumbria without prior and express permission in writing;
- To provide prospective tenants with the opportunity to view the property whilst minimising inconvenience to existing tenants;
- To advise prospective tenants that the property is accredited with Lancaster University Homes.

## 5. Setting up the Tenancy

- Members must comply with all current legislation prior to setting up the tenancy;
- Deposits taken must be held in accordance with a government authorised Deposit Protection Scheme and managed in accordance with that scheme. Deposits must be limited to no more than four weeks or one months' rent. Tenants will be informed under which scheme their deposit is held and informed on the rules

which apply to withholding some or all of the deposit;

- Members must disclose upfront in adverts and pre-tenancy information details of all fees or charges payable in addition to or included in the rent, and which must comply with legislation;
- Receipts will be given for each and every payment received pre and post tenancy with clear details of each specific charge;
- Any pre-tenancy repairs, maintenance, cleaning or improvements agreed prior to the tenancy start date will be confirmed in writing prior to signing the tenancy agreement and will be fulfilled within the timescales agreed;
- If the property will not be ready for occupation by the tenancy start date, the landlord will inform the prospective tenants at the earliest opportunity and will attempt to provide alternative suitable accommodation at a rent which does not exceed the rent agreed in the tenancy agreement. All rents, deposits, fees and charges paid for the original property will be refunded in full.

## 6. The Tenancy Agreement

- Prospective tenants must not be pressurised into signing a contract.
- Prospective tenants must be given at least 24 hours free of charge when requested to read through the contract and take advice prior to signing.
- Members are recommended to use a tenancy agreement which contains the same or similar terms to that provided by the government or by the scheme.
- A written tenancy agreement must be provided which contains no unfair terms and clearly sets out the terms of the tenancy and the responsibilities of the landlord and tenants including:
  - The name and correspondence address of the landlord along with the address and telephone number(s) of any managing agent or persons acting on behalf of the landlord;

- The amount and frequency of rent instalments.
- Where rent is payable on a termly basis the due date should fall in line with the Student Loan payment dates for the coming year;
- Clear information on any charges not included in the rent including responsibility for payment of utility charges and Council Tax;
- Any arrangements involving guarantors;
- Whether the occupants in shared housing are entering into a joint or individual contract
- The period of notice required and procedures for bringing the tenancy to an end.
- Where utilities are wholly or partially inclusive in the rent the tenancy agreement must specify:
  - The portion of rent allocated to the payment of utility bills;
  - The terms under which surcharges to the tenant will be imposed;
  - The tenant's right to receive regular updates on usage.
- The tenancy agreement should contain specific clauses regarding the tenant's responsibilities :
  - Requiring the tenant not to cause noise, nuisance or anti-social behaviour;
  - Detailing restrictions on smoking on the premises;
  - Requiring the tenants not to tamper with the fire alarms or detectors;
  - Details of tenants' responsibilities with regard to fire safety which will include the requirement to grant permission to the landlord or representative to enter carry out testing or maintenance of fire safety precautions.
- A full copy of the agreement must be issued to all tenants at the time the contract is agreed by all parties

## 7. At the start of a New Tenancy

At the start of the tenancy, the tenant(s) should be provided with all documentation required by law including:

- Gas Safety, Electrical Installation, HMO Licence and Energy Performance Certificates where applicable
- The relevant "How to Rent" document prescribed by the Government
- Confirmation that smoke alarms and carbon monoxide alarms (where relevant) have been tested and are in working order
- Prescribed information relating to the tenancy deposit
- A full inventory which is verified as correct by the incoming tenants, comprising:
  - A detailed description of the current condition of all furniture, furnishings and equipment with any damage noted and ideally supported by photographs
  - Any gas and electricity meter readings at the point of occupation
- Written guidelines on the standards of cleaning and maintenance required to prevent any part of the deposit to be withheld;
- Fire safety information and advice including a visual or written emergency fire escape plan appropriate for the property with instructions on what to do in the event of a fire or fire alarm and on the safe use of any fire equipment provided
- Details and instructions, where applicable, on the testing of the fire alarm system and keeping appropriate records;
- Manuals or verbal instruction on the use of heating and hot water systems, gas and electrical appliances, location and working of the water stop tap, gas shut off valve and security measures as appropriate;
- Telephone and email contact details (including out of hours) for reporting emergencies and routine repairs and any gas cover scheme contact.
- Instructions for the use of waste refuse and recycling bins and boxes to include, where relevant, the requirement not to put the bins out more than 12 hours prior to collection, and to return the bins and boxes to storage after collection;
- Tenants' responsibilities to the property and to

neighbours, including waste and recycling management and stressing the importance of avoiding excessive noise and anti-social behaviour;

- Details of any Complaints Procedure in place.
- Details of any cleaning arrangements.
- Details of the Repairs Service Standard defining the response times with regard to emergency, urgent and routine repairs as follows:

<p><b>Repair Service Standard</b></p> <p>Under normal circumstances the following repairs service standard should be achieved:</p>
<p><b>Priority One</b></p> <p><b>Emergency Repairs: Within 24 hours.</b></p> <p>Repairs required to avoid a danger to health, risk to the safety and security of residents or serious damage to buildings or residents' belongings.</p>
<p><b>Priority Two</b></p> <p><b>Urgent Repairs: Within five working days.</b></p> <p>Repairs required which materially affect the comfort or convenience of residents.</p>
<p><b>Priority Three</b></p> <p><b>Non Urgent day-to-day repairs: Within 28 days - or by arrangements with the occupiers after that time.</b></p> <p>Reactive repairs not falling within the above categories.</p>

## 8. During the Tenancy

Scheme members agree to:

- Adopt and operate the LUH Repairs Standard and Contractor Protocol (see annex 1) or similar and meet target response times for repairs and complaints;
- Ensure satisfactory local arrangements for management, including appropriate emergency arrangements, are in place where the landlord is absent;
- Respect a tenant's right to exclusive possession and peaceful and quiet enjoyment of the property and not enter the tenant's living area without permission;
- Give at least 24 hours' notice of any request to access the property other than in the case of an emergency;
- Take prompt and appropriate action with regard to complaints – either from a tenant or about a tenant and/or their visitors;
- Cooperate with Lancaster University, the University of Cumbria, the Student's Unions and the local authority to attempt to resolve exceptional circumstances such as anti-social behaviour, bereavement or ill-health affecting student tenants;
- Fill any vacancies arising in shared student accommodation with students only, unless express permission otherwise is granted by the existing tenants;
- Maintain courteous professional relations with tenants throughout the tenancy, including during any dispute.

Larger Providers of Purpose Built Student Accommodation (PBSA) also agree to:

- Have in place an Emergency and Disaster Management Plan which is reviewed annually and communicated to all members of staff;
- Ensure all buildings have a suitable security plan detailing an appropriate level of management to maintain security standards. The plan will stipulate what security information will be provided to tenants;
- Provision and details of procedures for secure mail

delivery and distribution (where relevant);

- Have in place appropriate welfare systems to ensure tenant security, safety and welfare, which is clearly defined and communicated to students at the start of the tenancy;
- Ensure students are aware of which staff members are responsible for student welfare and of the out of hours arrangements including contact details;
- Ensure that staff are trained on relevant procedures and have a clear understanding of their responsibilities.

## 9. At the end of the Tenancy

- Deposits must be refunded in accordance with Tenancy Deposit scheme and the written guidelines on the standards of cleaning and maintenance required to prevent any part of the deposit to be withheld
- Where relevant, tenants will be advised of arrangements for forwarding mail no later than 14 days prior to the end of the tenancy.



## Part Three: Property Standard

All accredited accommodation will provide a pleasant and appropriate environment conducive to well-being and study, the definition of which is at the sole and ultimate discretion of the University.

Due to the historic nature of many buildings in Lancaster, some standards below may not be practicable (such as when the building is a listed building or in a conservation area) and different standards may be acceptable.

Members will ensure that any schedules of works or other terms required as a condition of Scheme Membership are carried out within the timeframe agreed or required.

Landlords will take steps to ensure that properties are kept in good repair and are free from damp, condensation and mould growth.

Compliance with this code along with good management and maintenance practice will help to reduce hazards which are likely to affect the health and safety of tenants. Landlords can further minimise risk by checking for common hazards on routine visits to the property and ensuring preventative measures are in place to reduce hazards.

### 10. Altered, New or Extended Buildings

- Scheme members will ensure that appropriate planning and/or building regulation approval is in place prior to letting the property and is sought for any building works or alterations prior to starting works. All works must be certified on completion.
- All habitable rooms must be located within the accommodation.
- WCs in shared accommodation must not open directly into shared living rooms or kitchens.

### 11. Housing Health and Safety Rating System (HHSRS)

Scheme members will ensure the property is free from significant and avoidable hazards as defined under the Housing Health and Safety Rating System (HHSRS) specified in the Housing Act 2004 (HA04) Part 1.

### 12. Local and National Standards

- All accommodation must meet minimum standards set by the local authority or by national legislation.
- All houses in multiple occupation (HMOs) must meet Lancaster City Council's Standards for Houses in Multiple Occupation and any other standards prescribed by the local authority
- Members must ensure compliance with the national regulations relating to the Management of Houses in Multiple Occupation.

### 13. Licensing of Houses in Multiple Occupation

All licensable houses in multiple occupation must be licensed by the local authority and the conditions contained in the licence satisfied. In the event of conflict, HMO Licence conditions take precedence of any Scheme conditions. A copy of the current licence will be submitted at the time of application and thereafter upon renewal.

### 14. Gas Installation and Appliances

- All gas installations must be covered by a current annual Landlord Gas Safety Certificate issued by a Gas Safe registered engineer and be uploaded to the scheme website at the time of application and thereafter annually upon renewal.
- Gas appliances should be serviced in accordance with the manufacturer's instructions or otherwise annually

unless advised otherwise by a Gas Safe registered engineer.

- A gas cover scheme will be provided to the property.

### 15. Carbon Monoxide

All properties with gas or solid fuel appliances must have carbon monoxide alarm(s) fitted in accordance with legislation and manufacturer's instructions.

### 16. Energy Performance

- Members must provide a valid EPC at the time of application which is rated at E or above. Scheme members will be committed to improving the energy efficiency of the property.
- All replacement white goods and appliances should be grade A or above for energy performance.
- The property will be supplied with good lighting throughout which is conducive to study and safety and which is recommended to be low energy.

### 17. Insulation

- All windows should be double glazed (where practicable), well-fitting, weather tight and in good working order.
- Hot water tanks and exposed hot water supply pipes should be insulated.
- A minimum 250mm loft insulation should be fitted to accessible loft spaces.
- Attic rooms should be fitted with ceiling insulation.
- Properties are not required to be fitted with either solid wall insulation (external or internal) or cavity wall insulation for the purposes of this scheme.

### 18. Heating and Hot Water

- All properties should have an efficient fixed whole house heating system which is programmable and controllable

by occupants and capable of maintaining 21C in living rooms, bedrooms and bathrooms and 18C in all other areas.

- Hot water systems must provide a constant controllable supply of hot water to baths, sinks, showers and wash hand basins.

### 19. Electrical Safety

- Members must ensure that the electrical installations and any electrical appliances provided are safe when tenants move in and maintained in a safe condition throughout its duration. RCDs (Residual Current Devices) incorporated into the consumer unit will help prevent fires caused by electrical deficiencies.
- Electrical installations must be certified as satisfactory by a registered electrician who is approved to carry out periodic inspections and must be re-inspected at least every five years or less if recommended in the report. A current satisfactory Electrical Installation Condition Report (EICR) must be submitted to the scheme at the time of application and thereafter upon renewal.
- All portable electrical appliances and white goods supplied by the landlord to licensed HMOs must have an annual portable appliance test (PAT) certificates .
- The property will be equipped with a minimum number of sockets, suitably sited to permit safe use of appliances as follows:
  - Two double sockets in every study bedroom, living room and dining room
  - Three double sockets above the worktops in the kitchen in addition to sockets dedicated to fixed appliances;
  - One double socket in the hall and landing.

### 20. Fire Safety

Members must ensure that occupants are provided with a sufficiently early warning of a fire and a safe passage of exit from the property in the event of a fire.

- Licensable HMOs must meet the conditions relating to fire safety in full as set by the local authority and contained in the licence for that property.
- Members must ensure that the property complies with the fire safety provisions detailed in the national LACORS Fire Safety Guidance as appropriate for the type of accommodation to include as minimum:
  - An automatic fire detection and warning system on each floor as appropriate for the type of property of interlinked smoke and heat alarms which is mains operated with battery backup and is designed, installed commissioned and maintained to BS5839 standards.
  - Arrangements are in place to test the system routinely in accordance with guidance or at least once each term and a record kept.
  - A clear escape route inside the property which is of sound traditional construction and leads directly to a place of safety outside the house without passing through risk rooms. The escape route will normally be the landings, internal staircase and corridors. All bedrooms must lead on to this escape route unless alternative arrangements have been approved by Lancaster City Council.
  - Where the escape route passes through a risk room, where there is other non-standard layout, where travel distances are long or property is of a higher than normal risk a risk assessment must be carried out and approved by Lancaster City Council.
  - Escape routes must be kept free of all obstructions and flammables.
  - Escape windows which form part of the escape route must comply with paragraph 14 of the LACORS guidance and must be openable from the inside without the use of a removable key.
  - Locks must never be present on doors to rooms containing escape windows.
  - All doors leading on to escape routes will be supplied in accordance with the LACORS guidance. Where fire doors are required and fire detection is present

in the room, the fire door should have smoke seals and intumescent strips. Where fire detection is not present in the room, the fire door should not have smoke seals. In two storey premises where the risk is low, it may be possible to reduce the fire door requirement to doors which are sound, well-constructed, close fitting and conventional. Thin panelled doors of flimsy construction or hollow in-fill type cannot be accepted.

- Cellars must be fitted with 30 minute separation from the ground floor escape route, a 30 minute fire-resisting door at the head of the basement stairs and automatic fire detection.
- Kitchens will be supplied with a fire blanket to BS6575 standard, fixed on a route out of the kitchen but not directly over a hob or cooker.
- All final exit doors must be openable from the inside without the use of a key.

**Note:** Fire extinguishers are not recommended in student lets unless required by the local authority or fire service, or there are resident staff who are trained in their use.

- In four storey HMOs, buildings converted into flats, buildings located above commercial premises or are large, complex or other high risk, the design and detail of fire safety systems will be determined in accordance with a fire safety risk assessment in consultation with the local authority and/or fire authority as appropriate. The risk assessment should be carried out annually or prior to each new letting.
- The Regulatory Reform (Fire Safety) Order 2005 places a duty on the landlord and/or managing agent of buildings containing self-contained flats and accommodation above commercial premises to write a fire safety risk assessment for the shared areas of the house and ensure it is put into effect.

## 21. Facilities

- Properties will contain reasonably modern kitchens, appliances and bathrooms. All habitable rooms will be attractive and pleasant living spaces, the definition of which is at the sole and ultimate discretion of the University.
- A planned maintenance programme should be in place to maintain and improve the decorative standard (including flooring) which will ideally be neutral colours, standardised throughout.
- All habitable rooms must be located within the premises.
- WCs in shared accommodation must not open directly on to shared living, cooking or dining rooms.
- Shower facilities should be included on the premises. Most bathrooms in shared student houses will require mechanical ventilation in addition to openable windows and adequate heating to prevent condensation. Sealant and grouting must be clean and free from mould at the start of each new tenancy.
- Prior to the start of each new tenancy all fixtures, fittings, furniture, furnishings, carpets, suites and mattresses will be clean, stain and odour free, in good condition, substantial and fit for purpose.
- Study bedrooms must have a bed with good quality mattress, adequate clothes storage space, desk, desk-chair and modern curtains or blinds.
- Living rooms must contain comfortable seating sufficient for the number of persons occupying the property.
- The property will be supplied with a washing machine or on-site laundry facilities, microwave, ironing board and vacuum cleaner, which are maintained in safe and good working order.
- Consideration will be given to the provision of space for drying clothes, secure cycle and refuse/recycling storage suitable for the numbers of occupants, along with access to meter boxes within the property.
- Floor cleaning equipment appropriate for the type of

floor should be provided for the kitchen floor.

- The property will be provided with unlimited broadband appropriate for the size of property and number of occupants.

## 22. Security

The landlord will provide a good standard of security to the property to include:

- Having regard to any indication that the property may be empty.
- Ensuring final exit doors and frames are of substantial construction, in good repair and fitted with a minimum five-lever mortise deadlock or equivalent (final exit doors must be openable from the inside without the use of a key - see 19.15).
- Ensuring accessible windows are fitted with locks (unless those windows are escape windows - see 19.9).
- Planting and fences at entrances to the property will be kept low to prevent screening from view.

## 23. External Environment

The landlord will ensure that the exterior of the property is maintained in a reasonable state of repair, decorative order and cleanliness so as not to detract from the visual amenity of the area. This includes but is not limited to:

- Maintaining walls, garden walls and fences, guttering, gardens, yards, window panes and window furnishings;
- Maintaining frontage, gardens and yards to ensure they do not become overgrown and are kept free from waste and litter.
- Providing an appropriate area – ideally at the rear of the property - for refuse disposal and recycling sufficient for the number of occupants and which is kept clean.
- Ensuring the house number and street name are clearly marked on external wheelie bins and recycling boxes.

- Where relevant, grounds and external areas should be cleared of rubbish and litter on a regular basis and kept tidy. Students should be encouraged to avoid causing, or adding to, litter. Particular care should be taken to provide adequate and appropriately located cigarette disposal and litter bins.

## 24. Habitable Basements and sub-ground level rooms

Basement or underground rooms must meet the relevant local authority housing standards, have a Building Regulations Completion Certificate issued by the local authority and:

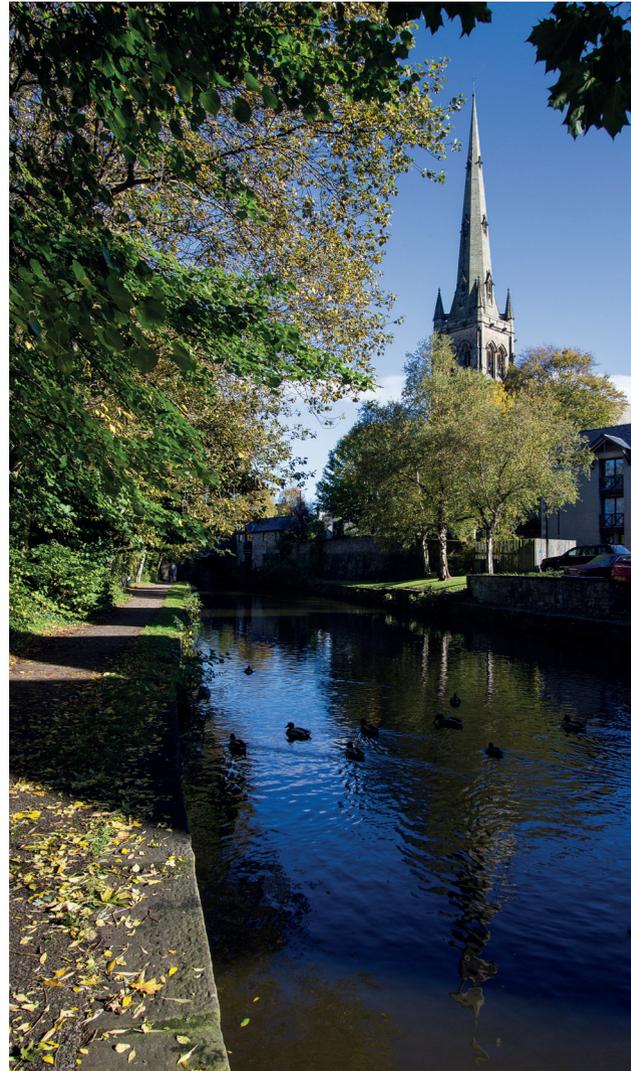
- Be equipped with sufficient natural light during daylight hours to enable normal domestic tasks such as reading or cooking be carried out without eye strain
- Have sufficient open space outside the window to both allow for adequate light penetration and reasonable outlook
- Have a floor to ceiling height of at least 2.13m (7') and ideally 2.3m (7'6");
- Provide a pleasant and attractive space, the definition of which is at the sole and ultimate discretion of the university.

## 25. Lifts

- Where lifts are provided routine maintenance and thorough inspection must be carried out at regular intervals by a suitably qualified person in line with the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER).
- Lifts will be kept in good working order with suitable lighting and signage.
- Staff will have a clear understanding of procedures to be followed in the event of lift failure including procedures leading to a quick release of trapped persons.
- Lift failure procedures will be clearly communicated to

building users.

- Providers will have a clear policy on access arrangements for any tenant with impaired mobility who might be affected by lift failure.



## Scheme

# Terms and Conditions

In making an application to Lancaster University Homes (the "Scheme"), I (the "Applicant") declare that:

- I have read and understood the full terms and conditions of the Scheme contained in the Lancaster University Homes Standard (the "Standard")
- I am a "person in control" of the properties and meet the Landlord Standard as defined by the Scheme
- I agree to manage and maintain the properties in compliance with the Standard both at the time of application and thereafter during my membership of the Scheme
- I have ensured that all accommodation in the area which is let to students or university staff and which is owned, managed, let or otherwise promoted by me is accredited with the Scheme
- I agree to inform the Scheme of all accommodation acquired during the period of membership and to arrange to accredit the accommodation prior to marketing or letting.

\*a "person in control" is defined as the person who receives rent in their own right or as agent or trustee for another. A managing agent who collects rent is the person having control as well as the landlord. More than one person can be the person having control at the same time.

## Applicant's Obligations

This agreement applies to each member of the Scheme upon the acceptance of the Applicant as a member and shall apply during any period of or renewal of the membership.

- To act and operate in accordance with the terms of this

agreement and the Scheme Standard.

- To not do anything that might, in the sole opinion of the University, bring the University or the Scheme into disrepute or damage the reputation of the University or Scheme.
- To obtain, maintain and comply with all relevant legislation in relation to the properties offered and let to students including but not limited to health and safety and landlord and tenant legislation.
- To only use the Intellectual Property (scheme branding, logos or otherwise) in the format and manner approved by the University or with the University's prior express and written consent.

## General Terms and Conditions

### Fees:

The Applicant must pay the fees in accordance with the requirements of the Scheme. If membership is terminated for any reason before the expiry date (which includes as a consequence of failure to meet the Scheme Standard) any fees paid shall not be refunded.

### Membership:

The Applicant's membership to the Scheme is personal to them and the Applicant shall have no right to transfer, assign, subcontract, mortgage, charge, declare a trust or delegate membership without the prior written consent of the University.

### Compliance:

The Scheme is voluntary and the University has no powers of enforcement under housing, planning or other legislation or regulations.

The Applicant consents to an inspection of the property by a representative of Lancaster University Homes and in some cases a local authority or fire safety officer to verify that the property and management meet the Standard. Any inspection undertaken by Lancaster University will be a visual inspection to ascertain compliance with the Standard

and general suitability of the property for letting to students. It is not intended to be a full survey, structural or otherwise and it remains the Applicant's responsibility at all times to manage the property in accordance with the law.

The applicant agrees to upload current satisfactory safety certificates to the scheme website prior to accreditation and advertising and during the period of occupation. Safety certificates will be checked as satisfactory at the point of accreditation and advertising. Certificates may be uploaded and stored on the scheme software, but members must keep their own copies as storage cannot be guaranteed.

The Applicant may be requested to carry out works at the property or to provide documentary evidence associated with the property within an agreed timeframe in order for the property to be accepted onto the Scheme or to retain membership.

Concerns arising from the inspection or otherwise which affect the health, safety or wellbeing of current or potential occupants may be referred to the local authority, fire service or other relevant statutory agency.

From time to time the Lancaster University Homes may seek feedback from students or landlords in order to maintain and improve confidence in the Scheme.

### Data Protection:

Applicant and property details will be held in a database stored on a secure University filestore and used in accordance with the administration of the scheme.

Applicant details will be processed for the purposes of administering the scheme and in compliance with both the University's Information Security Policy and Procedure and Categorising and Protecting Personal Data.

Personal information will not be processed for purposes unconnected with the scheme or passed on to third parties, except where necessary for health and safety, crime, legal purposes, or in the vital interests of a tenant or member.

Completed Inspection Reports will be shared with the Applicant and may be shared with a prospective or current tenant, the local authority or fire service and will be held by the University in accordance with the University's Data Protection Policy.

### Sale or disposal:

The Applicant shall notify the University of the sale or disposal of any properties which are subject to the Scheme.

### Acquisition or developments:

The Applicant shall register with the Scheme any additional properties acquired or under development within the duration of membership or upon re-application which are likely to be subject to accreditation with the Scheme. Unoccupied properties under development or refurbishment may be accredited "off-plan" subject to terms and by special agreement only with the Scheme Administrator.

### Variation:

The Applicant agrees that the University may amend the terms and conditions (including any appendices) and the Standard from time to time by giving reasonable prior notice.

### No Partnership or Agency:

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute any party the agent of another, nor authorise any party to make or enter into any commitments for or on behalf of any other.

### Force Majeure:

Neither party shall be liable to the other for any delay or failure in performing its obligations under this agreement where the event or circumstance is beyond the reasonable control of that party and which by its nature could not have been foreseen or was unavoidable.

### Severance:

If any provision or part-provision of this agreement is or

becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

#### **Termination of Membership:**

The University withholds the right to terminate the agreement with immediate effect or following such notice as it sees fit, without prejudice to any of its rights or remedies, if the Applicant:

- Fails to pay any amount due under this agreement within 7 days of the payment due date.
- Commits a material breach of any term of this agreement or the Standard.
- Is subject to a valid complaint made to the University which would reasonably justify the opinion that the conduct is inconsistent with the aims of the Scheme.

On termination or expiry of Scheme membership for any reason, the Applicant shall:

- Cease to operate or trade under the name or market or hold itself as a member of the Scheme
- Immediately stop using the Intellectual Property (scheme branding, logos or otherwise)

#### **Liability:**

The University shall not be liable for:

- Loss of profits
- Loss of business
- Loss of contract
- Any special, indirect, consequential or economic loss, costs, damages, charges or expenses.

The University's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance this agreement or in respect of any correspondence between the parties shall be limited to and shall not exceed the amount paid by the Applicant to the University for the membership period during which the breach occurs.

The Applicant may terminate membership at any time; the University will not be liable for refunding payments already received.

The Applicant shall indemnify the University against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the University arising out of or in connection with:

- The Applicant's breach or negligent performance or non-performance of this agreement or the Standard through act or omission.
- The enforcement of this agreement.
- Any claim made against the University by a third party for death, personal injury or damage to property arising out of or in connection with the act or omission of the Applicant in connection with this agreement or the Scheme.

Whilst every effort has been made to ensure the accuracy of the information given, Lancaster University cannot accept responsibility for any errors or omissions.

### **Terms used in this agreement**

**"Scheme"** means Lancaster University Homes which is the scheme administered by Lancaster University. It aims to direct students to quality accommodation and to encourage and promote good landlord practice in management and maintenance.

**"Scheme Standard"** means the Lancaster University Homes Standard .

**"Applicant"** or **"member"** means the person, firm or company who wishes to become, or is accepted as, a member of Lancaster University Homes.

**"Agreement"** means the terms of this agreement and the Scheme Standard (including any appendix).

## **Appendix A: Repairs Service Standard & Contractor Protocol**

### **Repairs Service Standard**

Under normal circumstances the following repairs service standard should be achieved:

#### **Priority One**

Emergency Repairs: Within 24 hours.

Repairs required to avoid a danger to health, risk to the safety and security of residents or serious damage to buildings or residents' belongings.

#### **Priority Two**

Urgent Repairs: Within five working days.

Repairs required which materially affect the comfort or convenience of residents.

#### **Priority Three**

Non Urgent day-to-day repairs: Within 28 days - or by arrangements with the occupiers after that time. Reactive repairs not falling within the above categories.

#### **Access to properties**

- 24 hours notice must be given except in an emergency or as otherwise agreed with the customer
- An ID card will be shown without waiting to be asked
- A calling card will be left if the tenants are out stating the time and day of the visit
- Tenants will be kept informed of progress (where appropriate) and of any following visits.

#### **Contractor Protocol**

Landlords and agents agree to ensure that contractors

or persons carrying out work at the property abide by the following :

- Making and keeping appointments for all repairs and visits
- Notifying Tenants where unavoidable delays arise
- Communicating with tenants in a way that is clearly understood
- Completing repairs to a high standard, within the specified target time, and within one visit where possible
- Treating tenant as customers and maintaining courteous and professional relations at all times without being rude, over-familiar or discriminatory.
- Working safely and leaving the house safe and secure when finished
- Decorative finishes to be made good within reasonable timescales if damaged or disturbed during repairs.
- All debris must be cleared at the end of each day and as soon as work is completed.





### **Lancaster University Homes**

Accommodation Services | Lancaster University LA1 4YW

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**t:** 01524 594910

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