



**CRITERIA OF BEING ACCREDITED**  
**CODE OF CONDUCT**  
**COMPLAINTS PROCEDURE AND ORDERS**  
**LONDON RENTAL STANDARD**

**And**

**INFORMATION FOR THE CONSUMER**  
**CONTRACTS (INFORMATION,**  
**CANCELLATION AND ADDITIONAL**  
**CHARGES) REGULATIONS 2013**

Private Rented Sector Accreditation Scheme (PRSAS)

Last updated February 2015 version 2.1

## Criteria of Being Accredited

PRSAS = Private Rented Sector Accreditation Scheme.

In order to successfully achieve and continue to be accredited the applicant landlord, agent or staff of agent agrees the following:

I, the applicant agree:

- This criteria may be changed at any time by PRSAS without prior notice
- You agree with, to comply with and follow the PRSAS code of conduct (attached)
- You agree with, to comply with and follow the PRSAS Complaints procedure and orders, penalties and requirements (attached)
- To make payment of the appropriate fee for landlords or agents
- Where reasonably practicable, to participate in and promote the Accredited Tenant Scheme
- Declare that you are a “fit and proper person”
- To complete the accreditation development course within 3 months (this can be extended if for example a training event is cancelled on short notice)
- To the local authority being asked if they know of any reason why you would not be a fit and proper person
- To maintain CPD hours at the rate of at least 10 hours per annum
- Agents must continue to have at least one staff member per office to have completed the development course (or other approved course).
- Agents must supply evidence of their client money protection insurance (or DPS custodial scheme) upon application for accreditation and at each and every renewal of the insurance.
- Tenants will be able to check you are accredited but your personal details will not be visible to the general public.
- Complaints will be published publicly which may show personal details.
- To promptly update my profile (or contact PRSAS) with any change of any contact details including name, address, email or telephone.
- Agree that PRSAS, Guild of Residential Landlords and Training for Professionals may provide from time to time marketing of products or services that we may think you will find useful and will include services or courses which earn CPD hours. (Your details will not be provided to any third party not mentioned on this page)
- If requested, or voluntarily offered by completing the details on the PRSAS website, provide PRSAS with a full list of dwellings owned or managed by you which will be shared with the local authority and held in strictest confidence by PRSAS and the local authority
- Provide access to dwellings for the local authority or it’s agents to carry out audits
- Ensure that all their dwellings meet the requirements of the scheme, or alternatively Where a minority of your dwellings are not fully compliant, agree a Dwelling Upgrading Plan to upgrade, within a reasonable timescale, any dwelling that does not fully meet the requirements of the Scheme, and accordingly inform any existing or new prospective new tenants of this arrangement.



- PRSAS may pass your details to the London Rental Standard.
- PRSAS may monitor that the landlord or agent is continuing to comply with the code of conduct or criteria in any way we deem appropriate. See our monitoring procedures for more details later in this document.

**IMPORTANT NOTE: Licensed HMOs**

***In the case of licensed HMOs, where an HMO licence includes a particular condition that is different to a requirement of this accreditation scheme, then compliance with the HMO licence condition will take precedence.***

**PRSAS agree:**

- To give the reasons in writing if your application is unsuccessful and,
- you will be entitled to a right of appeal, if your application is unsuccessful

## Code of conduct

This code of conduct or any other terms and conditions including criteria for being accredited may be changed at any time without notice by PRSAS. I agree to comply with the following overriding objective, code of conduct and that I meet the fit and proper person criteria below:-

### Overriding Objective

1. The overriding objective of the Private Rented Sector Accreditation Scheme is to provide landlords or letting agents who let residential (or commercial) property with a platform to stand out above other landlords. In order to stand out and become accredited, the landlord or agent is showing a willingness and the action of doing more than perhaps the bare minimum of the law and where appropriate make that extra effort in quality of properties and service to tenants. In addition, extra attempts to keep up to date with ever changing legislation will need to be shown by way of continuous professional development.
2. In return and by joining PRSAS, landlords or agents will have a mechanism of promoting this willingness and actions.
3. PRSAS will only accredit and continue to accredit landlords or agents of good standing and reputation.
4. The landlord or agent must always act 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 race, colour, ethnic or national origin, religion, gender, disability, appearance, marital status, sexuality, politics, social status or their responsibility for dependants. If there is any dispute as to the interpretation of any rule or there is no rule covering a particular situation, consideration must always be given to this overriding objective.
5. At our discretion, PRSAS may refuse to accredit or cease accreditation at anytime without giving any reason whatsoever and if ceasing accreditation PRSAS will give at least seven days notice to the landlord or agent. The decision to refuse or cease may be appealed within one calendar month of the decision by the landlord or agent contacting PRSAS.
6. Subject to this criteria and code of conduct, except passport, accreditation will last for 3 years at which time renewal will be required. Passport will run until the lower of when your other accreditation expires or a maximum of 3 years (e.g. if you have 2 years and 2 months left on your other accreditation, your PRSAS accreditation will run for two years and two months but if you have 4 years on your other accreditation, PRSAS will be for 3 years before renewal required.)

### Fit and Proper Person

- I declare that I am a fit and proper person to be accredited. I have no unspent convictions that are relevant to my application, in particular: Any offence involving fraud or other dishonesty, or violence or drugs, or any offence listed in schedule 3 to the Sexual Offences Act 2003 Undertaken any unlawful discrimination on grounds of sex, colour, race, ethnic or national origins or disability in, or in connection with, the carrying on of any business
  - Been found to have acted otherwise than in accordance with any applicable code of practice approved under section 233 Housing Act 2004
  - Additionally, in the last five years, I have not contravened any provision of housing and/or landlord or tenant law. These include (but not limited to):
  - Being in control of a property subject to a control order under section 379 Housing Act 1985
  - Been refused a licence, had a licence removed, or breached conditions of a licence for any property in relation to a mandatory, additional or selective
  - licensing scheme under the Housing Act 2004
  - Been in control of any property on which a local authority has carried out works in default
  - Been in control of any property that has been subject to an interim or final management order or a special interim order under the Housing Act 2004
  - Been in control of any property where you have been subject to a criminal offence or any other proceedings by a local authority or other regulatory body (such as breaches of the Environmental Protection Act 1990, planning control, compulsory purchase or fire safety requirements) Been convicted of any charges relating to harassment or illegal eviction In addition, I have no association whatsoever with any person who may not be a fit and proper person as detailed above.
7. PRSAS may at their discretion, not approve any landlord or letting agent despite there being no contravention of laws detailed above and for no reason whatsoever being provided.

## Agents

Agents agree:-

8. Any reference below to property standards (including carrying out repairs or improvements) is a reference where applicable to the agent agreeing to inform the landlord in writing of any areas requiring attention or other statutory requirements. If the landlord fails to rectify the issues in a timely manner, the agent agrees to notify the local authority.
9. If a tenant notifies an agent of a serious risk to anyone's health or safety, the agent will advise the occupier to notify the local authority. If the occupier is unable to do this, the agent will notify the local authority on their behalf.
10. At least 1 member of staff shall be accredited (those who are actively managing properties) in each branch office of the agent by completing the on-line or attendance based development course.

11. To maintain professional indemnity insurance and have in place client money protection insurance cover through a designated scheme for example Client Money Protect, RICs, ARLA/NAEA, Law Society or NALs.
12. As at May 2014, it was an acceptable substitute for client money protection if the agent protected ALL deposits with the Deposit Protection Service custodial scheme (not their insured offering). We do not have a licence to provide accreditation for the London Rental Standard but one has been requested. If approved, client money protection as described in the previous paragraph will be required and the DPS custodial scheme for deposit on it's own will not be suitable for London Rental Standard purposes. Therefore, anybody wishing to display London Rental Standard (if we become approved) will need client money protection.
13. Before any tenancy, to give clients advice on the level of rent they can expect to pay, arrange for relevant safety checks of properties and inform clients of defects, provide and fill in a rental agreement and take a deposit where instructed.
14. During the tenancy, to collect the rent if instructed, keeping a separate clients account to hold all money and as previously referred to, belong to a client money protection scheme for example Client Money Protect or SAFEagent.
15. At the end of the tenancy to give clients advice on their options including reviewing the rent, serving correct notice on the tenant and dealing with return of the deposit in a prompt manner.
16. Provide a written statement setting out services to be provided to landlords and charges. The charges should be published, preferably on a website.
17. Maintain and operate a consumer complaints procedure. By being accredited with the PRSAS you will offer independent consumer redress.
18. Where properties are let or managed in England, to be a member of a Property Redress Scheme.

## **Landlords and Agents**

### **Pre Tenancy and Tenancy Agreements**

I will ensure that:-

19. All prospective tenants should be provided with a written statement setting out services to be provided and charges. Tenant charges should be published, preferably on a website.
20. All prospective tenants are provided with a copy of any contractual terms under which a property is offered, such terms to include details of any fees payable in addition to rent, deposit and any arrangements involving tenants' guarantors.

21. Tenants must be provided with contact details for the landlord or agent including address and telephone numbers (landline and mobile). An email address should be provided. Landlords or agents should endeavour to respond to tenant communication in a prompt manner.
22. When specifically requested by interested parties, they will be permitted not less than 24 hours within which to seek independent advice regarding the contractual terms.
23. Monies are only received prior to the signing and completion of a letting agreement as a non-returnable deposit if the accommodation is reserved for an agreed specified period and for which a receipt must be given. Any incidental costs likely to be incurred will be clearly stated in writing. Where a fee is charged for arranging a letting agreement, then prospective tenants will be clearly informed of this in advance.
24. The tenancy agreement must be in writing and the terms of the tenancy will clearly inform the tenant who is responsible for the payment of all utility charges and Council Tax. If any service charges are levied by the landlord, that such services and charges, and the method of arriving at such charges, will be properly specified and detailed in the tenancy agreement.
25. The tenancy agreement shall clearly specify the rent due to be paid, including the dates, amounts and method of payments due to be made during the contract.
26. The amount of the deposit must be specified in the tenancy agreement.
27. The agreement shall contain the name and address of the landlord/agent which must be in England or Wales.
28. Letting agreements are written in clear legible English containing no contractual terms in conflict with any statutory or common law entitlement of the tenant or the terms of this Scheme.

#### **Commencement of Tenancy**

29. At the start of the tenancy I shall inform the tenants of the refuse collection day, the use of the heating and hot water installations, the location of the water stop tap, gas shut off valve and the window and door locks. I will also inform the tenants about the safe use of the fire equipment provided. Where necessary or requested, I will issue guidance.

#### **Payments made by tenants**

I will ensure that:-

30. I will keep a record of rent payments and provide a rent book (if the rent is payable weekly) or other form of receipt for all payments made by tenants.

31. If the tenancy is a student let, any arrangements relating to a summer retainer will be stated clearly in writing by me.

#### **Documentation**

32. I shall keep appropriate records and logbooks and shall retain certificates required by law (e.g. gas safety certificates). I shall make copies of these certificates available to tenants. On request I will make such copies available to PRSAS.

#### **Insurance**

33. I shall have adequate insurance and advise tenants of the extent of that insurance. In respect of contents insurance, I shall specify exactly what items I own which are insured and advise the tenants of the need to insure the contents they own, if they wish.

#### **Deposits and Inventory**

I will ensure that:-

34. If a deposit is taken, I will use a government approved tenancy deposit scheme. PRSAS will provide guidance on request.
35. A detailed inventory is carried out at check-in, if possible in the presence of the tenant and the inventory will be signed and dated by all parties. (Inventories that incorporate photographs or video are recommended.) There is a proper check-out inventory, if possible in the presence of the tenant.
36. No amounts of money will be described as other things to avoid deposit legislation, for example money held shall not be described as (but not limited to) “last months rent”, “contribution towards last months rent”, “rent in advance” (where there is also a normal rent in advance) or, any other form of words designed to avoid protection of an amount of money in accordance with the Housing Act 2004 or subsequent legislation.

#### **Anti Social Behaviour**

37. Where the tenancy agreement includes a clause requiring the tenant not to cause a nuisance or annoyance, the landlord or agent will use reasonable endeavours to achieve compliance. There will be a measured response in the light of the circumstances. Court proceedings would be a last resort.

#### **Pre-tenancy Repairs etc.**

38. Any agreed pre-tenancy repairs or any intentions on the part of the landlord to undertake upgrading should be confirmed in writing to prospective tenants which contains a specific time-scale. I will fulfil all obligations by the date agreed by both parties.

#### **HMO Licensing**



I will ensure that:-

39. I have made an application for an HMO licence for all of my licensable HMOs, and that those properties meet or will comply with licence conditions within agreed timescales to ensure compliance with minimum standards
40. I have made an application for a licence for any properties (whether HMO or not) in a selective licensing area (if applicable) and that those properties meet or will comply with licence conditions within agreed timescales to ensure compliance with minimum standards

### **Access**

I will ensure that:-

41. Where access is required for routine inspection/s or viewings, the tenants receive notification of the date, time and purpose of the visit not less than 24 hours in advance, unless otherwise agreed, and with the exception of circumstances where issuance of such notice is impracticable (such as a genuine emergency).
42. I understand the tenant's right to peaceful and quiet enjoyment of the property and I accept I am not entitled to enter the tenant's living area without permission.

### **Repairs and Maintenance**

I will ensure that:-

43. I will always be reasonably contactable and will respond within a reasonable period of time. If unavailable, tenants will be informed and given alternative contact details.
44. Within the landlord's responsibilities and reasonable endeavours the visual appearance of dwellings, outbuildings, gardens, yards and boundaries are maintained in a reasonable state so as not to detract from the visual amenity of the area
45. All dwellings are maintained in a satisfactory state of repair
46. That under normal circumstances the following repairs completion performance standards should be achieved:

**Priority One – Emergency Repairs:** any repairs required in order to avoid a danger to health risk to the safety of residents or serious damage to buildings or internal contents – within 24 hours of report of defect. In circumstances where this is not practicable, I will make best temporary arrangements.

**Priority Two – Urgent Repairs:** repairs to defects, which materially affect the comfort or

convenience of the residents – within three working days of report of defect.

**Priority Three – Non Urgent day to day repairs:** reactive repairs not falling within the above categories – within 28 working days of report of defect.

47. With the exception of emergency repairs the date on which the repair was reported to the landlord in writing shall be the start date for the repairs completion timescale.
48. Tenants are provided with a point of contact in case of emergency.
49. Decorative finishes for which they have responsibility are made good within a reasonable timescales if damaged or disturbed during repairs.
50. Where contractors and trades persons are undertaking works in occupied premises, it is written into the contract that they remove all redundant components and debris from site on completion of works in a reasonable time and behave in a professional and courteous manner at all times whilst at the premises.
51. Maintenance and Servicing tasks which can be carried out in a planned and cyclical manner and which are the responsibility of the landlord, are carried out with due regard to the convenience of tenants.

#### **Furniture**

52. I will ensure that all furnishings and furniture provided by the landlord are in satisfactory condition at the commencement of the tenancy and comply as appropriate with the Furniture and Furnishings (Fire) (Safety) Regulations.

#### **Kitchen, toilet and Personal Washing Facilities**

53. I will ensure that each kitchen contains facilities for the storage, preparation and cooking of food which are suitable for the number of occupants using the kitchen, unless provided by the tenant
54. I will ensure that an adequate number of suitably located W.C.'s, baths and/or showers and washbasins are provided with constant hot and cold water supplies as appropriate, which are suitable for the number of occupants.

#### **Overcrowding**

55. I will ensure that dwellings are not knowingly overcrowded.

#### **Health and Safety**

I will ensure that:-

56. Properties and boundaries are maintained, as reasonably practicable, free of any avoidable or unnecessary category 1 or category 2 hazards as defined in the Housing

Health & Safety Rating System (PRSAS will provide guidance on request). All means of use and supply of mains gas and alterations and repairs to gas installations shall be carried out by an appropriate Gas Safe Register engineer and all works comply with current Gas Safety (Installation and Use) Regulations.

57. Documentation giving verification of annual gas safety checks by a Gas Safe Register engineer will be provided to tenants (and put on display in the dwelling if appropriate), made available to PRSAS on request and given to new tenants on moving in.
58. Clear written instructions in the safe use of all central heating and hot water systems are available on request by the tenant.
59. Portable bottled gas or paraffin heaters will not be provided as a permanent heating source.
60. Oil fired heating systems are serviced in accordance with the manufacturer's recommendations.
61. All electrical installations provided by me are safe. (Any HMO must have an electrical installation check carried out every five years under HMO legislation)
62. If work is required under Part P of the Building Regulations, I will either notify building control or employ an authorised competent person.
63. Reasonable steps are taken to ensure that all electrical appliances provided by me under the terms of the tenancy are functioning effectively, in accordance with manufacturers' operational limits, and in a safe manner. (Portable Appliance Testing (PAT), would be one satisfactory method of ensuring this)
64. Appliances are visually inspected for wear and tear and any defects remedied regularly but at least every change of tenancy.
65. Instructions in the safe use of all electrical appliances (including cookers, space and water heaters, refrigerators and freezers) will be given upon request.
66. If I make any alterations to any accommodation that requires building regulation or planning approval, I will ensure the appropriate approval is sought prior to starting works and will ensure the work is certified on completion.

### **Energy Efficiency**

I will ensure that:-

67. Where practicable, all dwellings are provided with a reasonable level of energy efficiency measures including hot water tank and exposed pipe lagging and insulation to roof void areas.

68. Energy efficiency improvements are incorporated, where practicable, into refurbishment schemes
69. Tenants are given advice upon request, or signposted to an appropriate advisory agency, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided. PRSAS will assist with the provision of such information.
70. Dwellings are provided with a reasonably efficient heating system that, when combined with effective thermal insulation, provides a reasonable degree of thermal comfort.
71. Any requests for energy efficiency improvements by tenants will be considered and any request to consent for a green deal installation will not be unreasonably withheld.

#### **Fire Safety**

72. I will ensure that:-
73. If not already done in any HMO, a fire risk assessment will be carried out and I will implement any recommendations given in the LACORS fire safety guidance for landlords (available on the PRSAS website or on request) within a reasonable period.
74. Where reasonably practicable, smoke alarms (ideally mains operated interlinked) are installed in single occupied dwellings.
75. Tenants are informed of their responsibilities to treat the alarm system with respect.
76. Fire alarm and emergency lighting systems are properly checked and maintained by a competent approved person in accordance with manufacturers instructions, and that inspection certificates are retained and provided on request.
77. All exit routes within a dwelling such as hallways, landings and staircases, so far as they are under the control of the landlord and as far as reasonably practical, will be maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the dwelling in the event of fire.

#### **Hygiene and Waste Disposal**

I will ensure that:-

78. All dwellings will be provided with suitable refuse disposal facilities sufficient for the number of occupants.
79. I will inform tenants of the need for proper refuse management. All appropriate steps are taken to enforce all tenancy agreement clauses relating to proper refuse disposal.

### **Regaining Possession**

80. I will not resort to any unlawful means to regain possession of property

### **References**

81. I will not refuse a tenant a reference for the purpose of securing a new tenancy without good cause

### **At the end of the Tenancy**

I will ensure that:-

82. Tenants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the dwelling expected at the end of the tenancy.

83. Once fully receipted invoice accounts have been provided by tenants, all deposits (or balances on deposits) shall be returned to tenants within the timescale agreed in the tenancy or an explanation provided as to why a variation may need to be the case.

### **Complaints**

84. I will put in place a complaints procedure. For landlords or small agents with 3 or less staff, a contact number and name will be sufficient. For larger agents a complaints procedure which can be escalated up to higher management as is reasonable will be required.

85. I agree to deal with complaints from tenants in a fair and courteous manner. If the complaint cannot be resolved internally after all reasonable efforts, I will notify PRSAS of the complaint who will determine whether the complaint is suitable for the PRSAS complaint procedure.

86. Where PRSAS is asked by either the accredited member, any other person, company or local authority to handle a complaint, that I agree to comply with and follow the complaints procedure and will comply with any fine, penalty, compensation, order, requirement or other thing sought by PRSAS.

87. Notices, notifications and letters are deemed served when sent by ordinary post to the address as registered with us or by email to the registered address.

### **Conduct**

88. I will take steps to maintain and improve my knowledge of current relevant legislation and good practice.

89. I will not act in such a manner that brings the Accreditation Scheme into disrepute.

**IMPORTANT NOTE: Licensed HMOs**

90. In the case of licensed HMOs, where an HMO licence includes a particular condition that is different to a requirement of this accreditation scheme, then compliance with the HMO licence condition will take precedence.

**IMPORTANT NOTE: Passported members**

91. If there is a conflict between the PRSAS code of conduct or criteria with the accreditation from which you are being passported, the following applies:
- If the complaint or issue where there maybe a conflict arises in the area of the local authority for which you were accredited, that local authority code of conduct and/or criteria will overrule ours.
  - If however, the complaint or issue irises out of the local authority area (for example in relation to a property in a different area) then our code of conduct and criteria overrules.

**Refunds**

92. To be accredited, a development course must always be completed (on-line or attendance). Where payment has been made by the landlord or agent which includes anything other than accreditation only, for example, training (whether on-line or attendance based) or any other product or service, no refund whatsoever will be provided for any reason (including if PRSAS refuse or cease accreditation).
93. If a payment has been received which only includes accreditation (for example a renewal with no other service attached), a proportionate refund may be made if PRSAS refuses or ceases accreditation for the landlord or agent.
94. If the landlord or agent wishes to be no longer accredited, no refund will be made whatsoever.

## Complaints procedure and orders, penalties and requirements

1. A tenant may use this procedure to complain against a landlord or letting agent member or, a landlord client of a letting agent who is a member may also use this complaint procedure.
2. The person complaining will be known as the “complainant” and the person whom you are complaining about will be known as the “respondent”
3. The complainant must complete, sign and acknowledge the complaint form.
4. If court proceedings are ongoing on or before the complaint has been made, we may decide to not hear the complaint but either party may contact us again after the conclusion if we decide not to hear it. If court proceedings are commenced *during* a complaint, we may choose to take no further action in respect of the complaint and if so, the complaint will end. Either party may contact us after the conclusion of court proceedings although it is unlikely that we will be able to offer anything extra to what the court will have ordered.
5. Before a complaint is made, the complainant must have followed the respondents complaints procedure fully (they must have a procedure as part of our membership. For small landlords or agents that might just be a point of contact). We are unable to assist until this has been fully exhausted and will only accept a complaint if the complainant remains unsatisfied. This procedure is not available if the landlord has made a reasonable offer of recompense even if it might be possible we would offer slightly more.
6. We won't be able to offer assistance if the complaint is one of a legal nature for example if you believe a notice served is invalid due to containing the wrong date. Nor can we get involved if you allege any criminal activity as that is a matter for the Magistrates Court or Police. However, if you believe a member has been convicted of a criminal offence, you may use the complaint form to notify us.
7. Where a complaint is particularly difficult or complex, PRSAS may contact independent bodies such as the local authority, tenant groups or other organisations for alternative opinion.
8. Where a let or managed property is located in England, it is a requirement under law and our code that all letting or managing agents be a member of a Property Redress Scheme. In that case, we will commonly ask the complainant to pass their complaint to the property redress scheme that the agent is registered with.
9. If we take on a complaint, It will normally take a minimum of 3 months for a complaint to be dealt with but please be prepared for up to 12 months.

10. The form to be used is that contained on our website at: <https://prsaccreditation.com/complaint-procedure/>
11. After a complaint has been heard, PRSAS may make any of the following orders (or multiples of them):
  - Order the member to apologise publicly in writing to the complainant
  - Publicly providing an explanation
  - Order the member to pay the PRSAS an appropriate amount of money to be passed by PRSAS to the complainant.
  - Order the member to pay the complainant directly an appropriate amount of money
  - Order the member to pay PRSAS for all costs and administration of the complaint. For the avoidance of doubt, costs and administration includes time.
  - Suspend the member indefinitely.
  - Suspend the member on condition that if any things are done the suspension will be lifted
  - Cancel the members accreditation
  - Order the member to do some thing or change some practice
  - Recommend any of the above be paid or done.
12. PRSAS may make any other order or recommendation it deems appropriate in the circumstances taking into consideration the overriding objective of accreditation and the interests of the complainant.
13. Where PRSAS orders an amount to be paid to PRSAS (even if that amount is to be forwarded to the complainant), the amount is recoverable as a simple contract debt by PRSAS or it's partners including Guild of Residential Landlords Ltd.
14. There is no obligation on PRSAS or it's partners to pursue any unpaid fine as a result of the previous paragraph.
15. There is no obligation on PRSAS to order or recommend any action even though it may have power to do so.
16. Where PRSAS suspends or cancels accreditation of a member, no refund will





be payable to the member.

17. Complaints will be published publicly which may show personal details.
18. Notices, notifications and letters are deemed served when sent by ordinary post to the address as registered with us or by email to the registered address.

## Monitoring Procedures

Landlords and agents must continue at all times to comply with the code of conduct and criteria. Under the criteria, the member has agreed that PRSAS may monitor in any way deemed appropriate. This includes (but not limited to) some of the following:

- Agents must provide evidence of client money protection insurance both at first application and at each renewal. PRSAS may request a copy which must be provided at any other time on demand.
- Landlords and agents must allow an inspection of any property at any reasonable time after reasonable notice (to landlord, agent and occupiers) by a representative of the local authority or PRSAS.
- Landlords and agents may at any time be asked to complete a short online survey or questions which they must complete within a reasonable period to show they are up to date with current legislation and case law.
- Landlords and agents must provide any document on demand within a reasonable period which PRSAS deems useful as evidence of continued compliance with the PRSAS accreditation.
- Landlords and agents must provide evidence at the end of each annual period of accreditation in relation to their continuous professional development. A CPD manager is provided in the members area of the PRSAS website for their convenience but members are not compelled to use this manager.
- Comply with any other reasonable request of PRSAS to supply evidence of continued compliance with the accreditation scheme.



## London Rental Standard

By requesting London Rental Standard product (LRS), you confirm and agree that you have at least one property within the Greater London area as covered by the London Rental standard. You also agree to the following:

1. To display the London Rental Standard (LRS) Badge alongside the PRSAS badge and Accreditation Number on your letterhead, tenancy agreements and websites wherever possible;
2. Comply with this code of conduct and criteria for being accredited and the London Rental Standard;
3. Attend meetings of such reasonable frequency relating to the London Rental Standard and to which it is invited by other Accreditation Providers; and
4. Comply with the Branding Guidelines in respect of displaying the LRS badge;
5. Send copies of all artwork and materials, which incorporate the Badge and which are to be put on public display, to [design@london.gov.uk](mailto:design@london.gov.uk) for approval before the said artwork and materials be put on public display.
6. Where the you send electronic copies of artwork and materials, which incorporate the Badge, to the [design@london.gov.uk](mailto:design@london.gov.uk) in accordance with clause 5, the design team shall review the materials only to ensure that the Badge has been incorporated into the said artwork and materials in accordance with the Brand Guidelines and shall respond within 48 hours. Where there is a failure to respond within 48 hours, the design team shall be taken to have approved the incorporation of the Badge into the said artwork and materials.
7. The providing of the LRS product by PRSAS is by way of a licence and may be withdrawn at any time without reason upon at least 7 days notice.

More details about LRS can be found at <http://rentalstandard.london>

## **THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013**

### **Information relating to distance and off-premises contracts**

(a) Landlords or letting agents wishing to be accredited through the Private Rented Sector Accreditation Scheme receive many benefits for which see in particular our benefits of accreditation page](<http://prsaccreditation.com/benefits-of-being-accredited/>) and include (but not limited to):

- Discounted deposit protection fees (landlords)
- Public recognition of being a good landlord or agent
- Discounted advertising of properties to let via upad.co.uk
- Discounted buildings insurance
- Marketing edge when advertising properties to let
- Use the PRSAS logo on stationery

(b) Our trading name is - Private Rented Sector Accreditation Scheme

(c) Our contact details are - Suite 3, 13 Station Parade, Harrogate, HG1 1UF, telephone 0845 370 0107 (local rate) or 01423 873399 if using inclusive minutes and our email is [customer-service@prsaccreditation.com](mailto:customer-service@prsaccreditation.com).

(d) We do not act on behalf of any other trader.

(f) Our charges are as follows:

In order to be accredited one or more development courses must be completed. The cost for which is £60.00 online, £125.00 attendance at some local venue. Additional staff taking a development course is £20.00 per staff when completed online or £125.00 attendance. If you have already attended a course with some other provider, the cost is £40.00 subject to approval of that course. You must complete the course within 3 months otherwise you will lose your money and have to pay again to do the course. If you fail to do the course within 3 months you will not be accredited until the course is completed. Please note these terms may not be updated as regularly as the website so please see our [pricing page](#) for up to date and detailed pricing.

(g) As our services are primarily online, there are no delivery charges for the services mentioned above. If some item was requested a delivery charge may be made and advised before any order was completed.

(h) Accreditation lasts 3 years. At the end of three years a renewal fee may apply and will be conditional on continuous professional development has been completed at a rate of 10 hours per annum (30 hours for the full 3 year term). If this hasn't been completed and you wish to renew, the development course will be required again and a fee payable for its completion.

(j) You will have instant access to the services described above.

(k) A complaint can be made by sending an email to [complaints@prsaccreditation.com](mailto:complaints@prsaccreditation.com)

(l) Because our service offers instant access to the services, by ordering you are

giving us an express request to obtain the services immediately. As a result there is no right to cancel the contract for the payment made.

(m) Although we don't normally provide physical goods, if we do so and any contract can be cancelled, you must return the goods at your own express before the contract can be cancelled and you may be liable for our reasonable costs.

(n) Often when a contract is concluded at a distance, there is a right to cancel within 14 days (see [The Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#)). However, as you are giving us an express request to access the services immediately upon payment, you will lose this right to cancel because you have been able to access the services immediately upon payment. If you wish to retain your right to cancel, you need to contact us using the details above and we can set you up manually but please be aware under regulation 36(1) The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, "*The trader must not begin the supply of a service before the end of the cancellation period provided for in regulation 30(1) ...*" As a result, you will not be able to access any of our services for at least 14 days (but you will be able to cancel within that time).

(q) We have ongoing after sales service all available via our website or contact details above.

(s) The duration of the contract is 3 years (assuming you have become accredited within the initial 3 months). You may cancel anytime by contacting us but you will not get any money back as the payment is for the development course which must have been completed. If we suspend or expel you under our accreditation code of conduct and criteria you will not receive any money back.

(t) The minimum duration is 3 months to become accredited and then once accredited, 3 years.

(v) All our downloadable documents are in PDF format for which a [free reader is available here](#) or in Rich Text Format (RTF) which should be compatible with all word processors (including Microsoft Word).

(w) The saving of PDF files normally requires special software so although you can complete most of our forms on screen, you will not be able to save those completed forms on a Windows operated machine without special software. If you use Apple Macintosh with the latest software (OS X Mavericks onwards), the ability to save completed PDF forms is built in so you can save them to disk.

(c) Private Rented Sector Accreditation Scheme  
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