Terms & conditions
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The Cheshire Landlord Accreditation Scheme (the Scheme) is a partnership between Cheshire West and Chester Council, Cheshire East Council and Warrington Borough Council (Scheme Operators). It is designed to provide help and advice to all individuals and agencies with an interest in the private rented sector in the above local authority areas.

Membership of the Scheme is open to any individual or company owning residential property within the boundaries of the above local authorities, whether they are locally based or not.

Whilst membership of the Scheme is voluntary, there are however certain basic criteria which must be met to ensure the professional credibility of the Scheme and to provide some assurance to those taking part.

Members’ compliance with the Terms and Conditions will ensure that:

- both landlords and tenants enjoy the benefit of good standards of housing management and practice.
- the likelihood of misunderstandings and disputes are reduced.
- where problems do occur they are more likely to be promptly resolved.

In addition to these Terms and Conditions, the ANUK Landlord Development Manual has been adopted by the Scheme as a Good Practice Guide. Members of the Scheme are required to familiarise themselves with its contents and follow its guidance where appropriate.
General
Signatories to the Scheme must ensure that they comply with
a. their legal obligations as a landlord in respect of the health, safety and welfare rights of their tenants.
b. the terms and conditions of the Scheme

Property Register
Landlords are required to inform the Scheme Operators of all the private rented properties they own that are located within the Scheme boundaries.

Landlords are required to inform the Scheme Operators of any changes to their Property Portfolio, for example, if they sell a property or if they buy a property within the scheme boundaries.

Property Inspections
Upon request, landlords must arrange and provide access for authorised officers to inspect any of the properties they own within the Scheme boundaries. These inspections are to ensure that they meet the current legal and Scheme requirements.

If a property is not fully compliant with the current legal and Scheme requirements, any necessary works will be highlighted in a Property Improvement Plan. In cases where there is a serious risk to health and safety, it may be necessary to proceed straight to serving a formal notice.

Repairs
On notification by the tenant, repairs should be carried out within reasonable timescales that are appropriate to the nature of the defect.

Gas Safety Certificates
Copies of certificates must be provided to the Scheme Operators with the application form and upon request for future years.
Tenancy Agreements
Copies of tenancy agreements must be provided to the Scheme Operators on request.

Equal Opportunities
Landlords should ensure that, in the provision and letting of housing or associated services and in the letting of contracts for services no person or group of persons applying will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, gender, disability or sexual orientation.

Fit and Proper Person
The landlord should notify the Scheme Operators of any offence or conviction that may compromise their suitability as a landlord.

Complaints about Accredited Landlords
Any complaints received about an accredited landlord or properties owned by an accredited landlord will be appropriately investigated by the Scheme Operators and discussed with the landlord.

Membership
Full membership will be given upon submission of a valid application and supporting documents and inspection of properties to the satisfaction of the Scheme Operator.

Landlords are required to attend landlord development training arranged by the Scheme Operators within 12 months of acceptance of membership of the Scheme. There will be a cost attached to the training course.

Membership will last for three years, after this time, landlords will be invited to renew their membership.

A member may be suspended from the Scheme pending investigation, where it becomes apparent that there has been a serious contravention of the scheme terms and conditions but there may be significant mitigating information to consider before a decision can be made regarding the landlords membership.
Membership will be withdrawn if:
   a) It is found that a false declaration has been made in joining the scheme;
   b) There is an allegation of a serious contravention of the terms and conditions of the scheme;
   c) There are persistent infringements of the scheme terms and conditions; or
   d) There is a serious complaint which compromises your suitability for membership of the Scheme.

In cases where there is clear unambiguous evidence that there has been a gross contravention of the Scheme terms and conditions, membership will be immediately withdrawn.

All decisions regarding a landlord’s membership will be made by the Review Panel. A landlord will be informed of any review of their membership and provided with information on the process that is followed.

Steering Group and Review Panel

The Steering Group will comprise operational and senior staff from all representative local authorities, landlord and tenant representatives. The purpose of the Steering Group is to improve the Scheme through researching and adopting best practice, developing initiatives and benefits and to increase membership numbers through publicity and encouragement.

The Review Panel will comprise a Senior Manager from each local authority and a representative from a Landlord Association. The purpose of the Review Panel is to independently review any matters regarding landlord membership. Decisions made by the Review Panel are final.

Changes to the Scheme

The Scheme Operators reserve the right at any time to amend the content or operation of this Scheme, subject to consultation with relevant parties. Members of this Scheme agree to comply with and accept that amendments to the content and/or operation of the Scheme can be made by the Scheme Operators subject to consultation with the relevant parties, whereupon members of the Scheme will be notified of any changes.
Adoption of the Cheshire Landlord Accreditation Scheme and compliance or non-compliance with the provisions of the Scheme does not affect the statutory rights of people seeking housing.

The Scheme Operators do not have control over the management or condition of the dwellings covered by the Scheme and therefore cannot be held responsible or liable for them.

Compliments, comments and complaints

If you have a compliment, comment or complaint about the Scheme or about any person representing the Scheme, please send them to the Local Authority that you are registered with.

Complaints will be considered by the Scheme Steering Group or through the relevant local authority internal complaint system. Either way, you will be sent an acknowledgement letter within 5 days telling you how this complaint will be dealt with.

Data Protection

The Data Protection Act 1998 gives individuals a right to find out what information is held about them. It governs how we collect, use and process personal information. The Act gives you the right to ensure our records are correct and up to date and to have them amended if they aren’t. There are eight principles of Data Protection which Cheshire West and Chester Council, Cheshire East Council and Warrington Borough Council are committed to upholding:

- Processing must be fair and lawful;
- The information we obtain must be for specific and lawful purposes;
- The information must be adequate, relevant and not excessive for those purposes;
- The information must be accurate and kept up to date;
- We must not hold the information for longer than is necessary;
- We must process your information in accordance with your rights;
- The information must be subject to the appropriate technical and organisational security measures;
- We must not transfer the information outside the European Union unless the country in question provides adequate security.
Your rights under the Data Protection Act:
• To be told what information we hold about you, both in paper and electronically.
• To be told what we’re using the information for.
• For processing of your data to be stopped if you believe the processing will cause you damage or distress.
• Not have your information used for direct marketing.

Scheme logo and publicity
On acceptance for full membership, landlords are permitted to use the Scheme’s logo to promote their membership of the Cheshire Landlord Accreditation Scheme. When membership ceases, landlords must ensure that the logo is removed from all material within 3 months.

Details of accredited landlords will be made available on a public register.

The Scheme Operators may, through the Steering Group make amendments to these Terms and Conditions as appropriate.
All changes will be communicated to members, and continued membership of the Scheme will indicate acceptance of the amended Terms and Conditions.