

## **1. Who we are**

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

- National Residential Landlords Association - a not-for-profit company limited by guarantee (registered in England under number 12187275);
- LPTe Limited - a share company which is a wholly owned subsidiary of the NRLA (12249799);
- National Landlords Association (2019) Limited (04601987); and,
- RLA2019 Limited (02869179).

The registered office for these companies is at 212 Washway Road, Manchester, England M33 6RN.

## **2. Website Terms of Use**

These terms and conditions (together with the documents referred to on it) set out the terms of use on which you may make use of our website at [www.NRLA.org.uk](http://www.NRLA.org.uk) ("website") which is run by us whether you have registered with us on the website or not.

Please read these terms of use carefully before you start to use the website. By using it, you indicate that you confirm that you are aged 18 years or older, accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website.

## **3. Accessing our website**

When using our website, you must comply with the provisions of our including our [Code of Practice](#) and [Privacy Notice](#) that collectively are the whole agreement between you and NRLA.

Access to parts of our website may be restricted to those whose register with us as a member. Some of these terms and conditions may therefore only apply if you are a registered member, for example, you cannot access some of the guides and forms unless you are a member.

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice (see below). We will not be liable if for any reason our website is unavailable at any time or for any period.

If you choose, or you are provided with, a user identification code or membership number, security code or password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any code or password, whether chosen by you or allocated by us, at any time. You must notify us immediately of any suspected or actual unauthorised use of your access codes.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms and that they comply with them.

## **4. Using our website**

You may use our website only for lawful purposes. You may not use our website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.

- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), or for your own commercial or business purposes.
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of our website terms of use; and
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our website;
  - any equipment or network on which our website is stored;
  - any software used in the provision of our website; or
  - any equipment or network or software owned or used by any third party.

## **5. Transactions concluded through our website**

Contracts for the supply of goods or services formed through our website or as a result of visits made by you are governed by separate terms and conditions available at the point of purchase.

## **6. Uploading or posting material to our website**

Whenever you make use of a feature that allows you to upload material to our website, such as making comments or embedding videos and documents in blogs, or to make contact with other users of our website, you must comply with the content standards set out herein and comply with our [Code of Practice](#). You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty. You also warrant that you have obtained the consent of any person whose personal data forms part of the material posted.

Any material you upload or post to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. You grant other users of the website a non-exclusive license to view any material you post or upload to the website. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

## **7. Acceptable Use Policy**

We require that any and all material which you contribute to our website ('contributions'), and to any Interactive Services associated with it must comply with the following Acceptable Use Policy.

Contributions (in whole or in part) must:

- Comply with our Code of Practice.
- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Breach our Code of Practice.
- Contain any material which is defamatory of any person.
- Contain any material which is misleading or unreliable.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.

- Promote violence.
- Promote discrimination of any form including that based on age, disability, gender reassignment, marriage and civil partnership, pregnancy & maternity, race, religion or belief, sex and sexual orientation.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- Contain any content which results in NRLA being in breach of the law.

You accept full liability to any third party for the content or accuracy of any materials posted by you or any other user of our website. We have the right to remove any material or posting you make on our website if, in our opinion, such material does not comply with the content standards herein.

## **8. Moderation**

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any Interactive Service provided on our website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on our website, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of our content standards, whether the service is moderated or not.

Unless otherwise clearly and prominently stated, we do not check or moderate your content. This means we do not check posts, comments and other material posted by you before they are published, and therefore we are not liable for any content. But if we do spot any material that does not comply with the acceptable use policy, we will remove it as soon as practically possible.

If you see a post which you feel uses offensive language or is otherwise unsuitable, if any provision of this acceptable use policy is broken by you or other users or if you have any other concerns about material posted to the website or the use of or participation in any online forum or other Interactive Service, please let us know immediately at [membership@NRLA.org.uk](mailto:membership@NRLA.org.uk).

The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any Interactive Service should be made aware of the potential risks to them.

## **9. Suspension and termination**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our website. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms upon which you are permitted to use our website, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our website.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs on a solicitor and client basis) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to regulatory and/or law enforcement authorities as we reasonably feel is necessary.

We may take any of the above actions in respect of registered members in accordance with the membership terms and conditions.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

#### **10. Intellectual property rights**

We or our licensors are the owners or the licensee of all intellectual property rights in our website and in the material published on it, unless the content is otherwise identified as Crown Copyright or similar. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to material posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.

You must not use any part of the materials on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **11. Overseas jurisdictions**

We have used reasonable endeavours to ensure that the website complies with UK laws, but cannot ensure that it is appropriate or available for use in every territory outside the UK. Those who visit the website from other territories are responsible for compliance with all applicable laws. If your use of the website is contrary to any applicable law in your jurisdiction, you are not authorised to use the website and must exit immediately.

## **12. Reliance on information posted**

All content published on our website and in our publications (including in the members' area of the website) is published in good faith. However, we do not guarantee that the information contained on our website is accurate, verified or complete. All such content is provided on an "as is" basis, and we disclaim all liability and responsibility arising from any reliance placed on such materials or for any damages resulting therefrom by any visitor to our website (including registered members), or by anyone who may be informed of any of its contents.

## **13. Website functionality and accessibility**

We do not guarantee that the functions or materials accessible from or contained in the website will be uninterrupted or error-free, that defects will be corrected, or that the website or the server that makes it available are free of viruses or faults.

You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the website and is compatible with the website. You are also responsible for implementing sufficient procedures and virus checks to satisfy your requirements.

## **14. Our website changes regularly**

We aim to update our website regularly and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

## **15. Our liability**

Every effort is made to ensure the accuracy of our newsletters and any other journals or publications; however, neither we nor the authors can accept liability for errors and omissions within them.

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

In circumstances where you suffer loss or damage arising out of or in connection with any membership benefit or the provision of any products or services offered by us or third-party organisations through our website or otherwise (whether by virtue of being a member or not), to the extent permitted by law, we, other members of our group of companies and third parties connected to us accept no liability for this loss or damage and hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - loss of income or revenue
  - loss of business
  - loss of profits or contracts
  - loss of anticipated savings
  - loss of data
  - loss of goodwill
  - wasted management or office time, and
  - any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

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

Notwithstanding the above, if we are liable to you for any reason, our liability will be limited to £100. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or from our fraudulent misrepresentation as to a fundamental matter. These terms and conditions do not and shall not affect your statutory rights as a consumer.

#### **16. Information about you**

We hold and process information about you which you provide to us or which we collect from you in accordance with our [Privacy Notice](#). By providing us with such personal information (whether via our website, email or otherwise), you consent to such processing and you warrant that all data provided by you is accurate.

#### **17. Cookie Policy**

We use cookies (small text files which we and other website operators store on your computer or device when you visit our website) to deliver a better and more personalised interaction. They enable us to recognise you when you return to our website, store information about your preferences and improve the way your searches are processed. They also enable us to generate statistics about the number of visitors we have and how they use our website and the internet. You can set your browser to reject our cookies if you wish (you should consult your browser help section for details); this might restrict your use of our website and other websites. For more information about cookies, please see our [Cookie Policy](#).

#### **18. Viruses, hacking and other offences**

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of any breach of this provision, your right to use our website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

#### **19. Linking to and from our website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page without our express permission. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out herein.

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

**20. Jurisdiction and applicable law**

The English courts will have exclusive jurisdiction over any claim arising from or related to, a visit to our website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

**21. Trademarks**

The NRLA and the accompanying logo and all other NRLA trade names (including other trademarks in the group), logos or project names are our registered or unregistered trademarks and/or other intellectual property of NRLA or third parties. Except as permitted by virtue of being a registered member as a benefit of membership, you may not copy, use or reproduce these without our written consent.

**22. Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.

**23. Your concerns**

If you have any concerns about material which appears on our website, please contact [membership@NRLA.org.uk](mailto:membership@NRLA.org.uk).