

UKALA TERMS AND CONDITIONS OF MEMBERSHIP

Effective from 20 June 2025

Welcome to the UK Association of Letting Agents (UKALA). We are a trade association for residential letting and managing agents that thrives in promoting the highest standards in the private residential lettings industry.

UKALA is governed primarily by the UKALA Articles of Association (which can only be changed at a General Meeting) and by these Terms and Conditions (which can be amended by the UKALA Board).

It is a condition of Membership that by joining UKALA, the Principal, Partners and or Directors of the Business agree to abide by the current UKALA Articles of Association and Terms and Conditions regardless of those in place at the date of joining.

These Terms and Conditions may be updated from time to time. They are published on the UKALA website at www.ukala.org.uk

A. Definitions

'Board' – The UKALA Board of Directors

'Business' – An entity, individual, partnership or company

'Client Money' – Any money received and held by a Member legally belongs to a client

Examples may include:

- Tenants' deposits
- Rents
- Service charges
- Interest (if in an interest bearing client account)
- Arbitration fees
- Fee money taken in advance
- Clients' Money held but due to be paid to contractors
- Money held by members appointed as a Receiver
- Sale proceeds

'Member' – A Business that has been accepted into membership of UKALA

'Membership' – Membership of UKALA unless otherwise stated

'Person with Significant Control' – Someone that holds more than 25% of shares or voting rights in a company, has the right to appoint or remove the majority of the board of directors or otherwise exercises significant influence or control.

'Rules' – UKALA Terms and Conditions of Membership

'Terms and Conditions' - UKALA Terms and Conditions of Membership
'The Insurer' – Hiscox Insurance Company Limited
'UKALA appointed Redress Scheme' – HF Resolution Limited trading as the Property Redress Scheme
'UKALA Client Money Protection' 'UKALA Client Money Protection Scheme' – Clients' Money Protection for Members insured by Hiscox Insurance Company Limited
'UKALA Scheme Rules' – UKALA Terms and Conditions of Membership
'UKALA' – UK Association of Letting Agents Limited (by guarantee) registered in England number 03401834
'UKALA Total Loss CMP' – UKALA Total Loss Client Money Protection for members who have declared a client money holding of less than £5M
'UKALA Larger Agent CMP' – UKALA Client Money Protection for members who have declared a client money holding of £5M or more.

B. Membership

1. Any residential letting agent or managing agent in the UK may apply to become a Member. It is the Business that becomes the Member.

In exercising its discretion to accept or reject a membership application, UKALA will admit the applicant business if it passes an initial audit and UKALA is satisfied that:

- the applicant business has complied with the Terms and Conditions of Membership, the UKALA Accounting Standard, the UKALA Articles of Association, and
- the applicant business is able to meet the criteria referred to in those documents at the time of the application and appears likely to continue to meet them during the term of its membership.

2. By applying to join UKALA the Principal, Partners and or Directors of the Business confirm that the information provided in connection with the application is true and they have not withheld any material facts. Non-disclosure or misrepresentation of relevant facts may entitle UKALA to cancel Membership. IMPORTANT: It should be noted that in the event of cancellation, Client Money Protection and membership of the Property Redress Scheme will also cease. Alternative providers may need to be sourced by you to remain compliant with certain regulations in England, Wales, Scotland or Northern Ireland. The responsibility to check the appropriate regulations for where you operate is yours.

3. UKALA reserves the right to check the financial suitability of the Principal, Partners, Directors and or Company Secretary with credit organisations. UKALA also reserves the right to request accountant's reports or declarations where necessary to clarify matters arising from our enquiries.

4. If the Business is a sole trader, the Principal agrees to complete and return a questionnaire if required and or requested by UKALA and or a credit organisation.

5. Membership will start from the date specified in writing by UKALA and is a continuous membership model. Subject to satisfactory ongoing audits and compliance with current member requirements, the member remains in membership until they resign or until expelled by UKALA.
6. Members must agree to these Terms and Conditions (as amended at any time by the board) and to comply with the UKALA Code of Practice and UKALA Accounting Standard.
7. Members must behave in the best interests of UKALA and not bring it into disrepute.
8. Members must agree to comply with all requests for audit or completion of a Clients' Money questionnaire within the time given. Failure to comply by the given deadline may lead to suspension.
9. Where a UKALA Accountants Declaration is requested by UKALA, it must be provided within the time given and be signed by a qualified accountant.
10. Members must have and maintain an appropriate level of Professional Indemnity Insurance cover for the Business at all times. See Appendix i.
11. Members will have Clients' Money protection cover for the Business for the duration of their Membership and must make details of their cover under the UKALA Client Money Protection policy available to their clients. See Appendix ii.
12. Members must have an in-house complaints process, make details available to their clients and publish it on their website, including details of the redress scheme that the Business uses.
13. Members will be automatically registered with the UKALA appointed Redress Scheme, upon joining. See Appendix iv.
14. If a Member is required in law to belong to a statutory recognised redress scheme and belongs to more than one redress scheme, the Member may choose which redress scheme they promote to their clients.
15. Members may display the UKALA member logo for the duration of their Membership.
16. Members may access services provided by third party partners for the duration of their Membership. These services are subject to change.
17. Use of external services is subject to service specific terms and conditions that are available on the UKALA website at www.ukala.org.uk.
18. Members who apply to join the UKALA Agency Accreditation Scheme must agree to the terms and conditions set out in Appendix vi.
19. Membership is not transferable and will be deemed cancelled upon the date of sale, disposal, merger, acquisition of the Business, liquidation and or the Business ceasing to trade.
20. Members must notify UKALA in writing if there are any changes to the following information no later than the date that the change comes into effect:

- a. Contact details for the Business

- b. Trading name of the Business
- c. Number of branches
- d. Head office address
- e. Branch office address
- f. Principals, Directors, Partners and or Company Secretary of the Business
- g. Change of ownership and or Persons with Significant Control
- h. Legal status of the Business (for example, becomes a limited company or goes into liquidation)
- i. The member's client money holding increases by more than 10% of that declared at the most recent audit.

21. UKALA reserves the right to require a Member to complete additional audits, as a condition of joining or continued Membership. If this is triggered following a complaint about the Member, the Member agrees to pay a fee as set out on the UKALA website at www.ukala.org.uk. If UKALA is satisfied with the outcome, UKALA agrees to refund the Member the fee paid.

C. Branches

1. Members must include all branches in Membership.
2. Members may add a branch to an existing Membership if it meets the following criteria:
 - a. has the same legal identity as the head office; and
 - b. uses the same segregated Clients' Money account as the head office which is under the control of the head office.
3. Any branch that fails to meet the above criteria must apply to join UKALA in their own right.

D. Complaints about Members

1. If UKALA receives a complaint about a Member, the complainant will be referred to the Members' in house complaints process. Once the Members' in house complaints process has been exhausted and or if the Member does not respond, the complainant will be referred to the UKALA appointed Redress Scheme for all complaints that do not relate to Client Money.

Complaints that relate to Client Money will be dealt with by UKALA in line with the UKALA CMP provisions detailed at appendix iii.

2. In the event that the UKALA appointed Redress Scheme accepts a complaint, the Member agrees:

- a. to be subject to the jurisdiction of the UKALA appointed Redress Scheme;
- b. to fully cooperate with any investigation carried out by the UKALA appointed Redress Scheme;
- c. to comply with any binding decision (including any remedy) which is made by the UKALA appointed Redress Scheme;

- d. to pay the case fee to the UKALA appointed Redress Scheme; and
- e. that the UKALA appointed Redress Scheme may pass on any information relating to the complaint to UKALA.

3. Members must co-operate fully with any investigation by UKALA and or the UKALA appointed Redress Scheme.

Depending on the nature of the complaint and if considered necessary by UKALA, this could include arranging an onsite visit to the address at which the accounting records are held.

4. If UKALA and or the UKALA appointed representative consider that an onsite visit is necessary, it is a condition of Membership that Members must fully co-operate with an onsite visit. Members must provide or make available any records and documents as necessary for inspection and review.

5. If UKALA accepts that the Member concerned has breached the UKALA Code of Practice, UKALA Accounting Standard and or these Terms and Conditions, and decides that the breach is of sufficient gravity to warrant exclusion from Membership, UKALA will write to the Member advising them that the Board is 'minded to' cancel their Membership. See sections G and H below.

E. Membership fees

1. Members have the following options:

- a. annual payment by direct debit, bank transfer, or credit or debit card;
or
- b. monthly payment by direct debit only.

2. If a Member is late paying their membership fee, UKALA reserves the right at its absolute discretion to require Members who have opted for monthly payment by direct debit to switch to annual payment by direct debit, bank transfer, or credit or debit card.

3. All payments made must be cleared before Membership can be granted.

4. Direct debit instructions will be set up from the date of joining.

5. Members agree to pay a £20.00 including VAT administration fee on each occasion that their payment fails or has to be re-presented.

F. Continuous membership

1. Once accepted, Membership is continuous, at the sole discretion of the board. The Business must continue to satisfy all the conditions of Membership.

2. UKALA will confirm satisfactory audit results for continuous membership in writing.

3. Prior Membership of UKALA does not warrant an automatic right of continuous membership.

4. UKALA reserves the right not to confirm continuous Membership. In exercising its

discretion UKALA shall act reasonably, taking into account the information supplied by the member and any other information that UKALA reasonably considers is material, including (but not limited to) information concerning the conduct of the officers and employees of the member.

5. In exercising its discretion to accept or reject a member, UKALA will admit the applicant business if it is satisfied that:

- a. the applicant business has complied with the Terms and Conditions of Membership, the UKALA Accounting Standard, the UKALA Articles of Association, and
- b. the applicant business is able to meet the criteria referred to in those documents and appears likely to continue to meet them.

G. Suspension of Membership by UKALA

1. The Board reserves the right to suspend Membership at any time. UKALA will only exercise its discretion to suspend / expel where it reasonably believes that the member has:

- a. breached the Terms and Conditions of Membership
- b. failed to pay any sums owed to the scheme
- c. breached the UKALA Accounting Standard
- d. breached the UKALA Articles of Association
- e. breached the UKALA Code of Practice
- f. failed to comply with a remedy imposed by a statutory recognised redress scheme
- g. failed to comply with any audit, investigation or other enquiry within the time given
- h. ceased to meet the criteria for admission to the scheme

2. UKALA will notify Members in writing if Membership has been suspended with an explanation as to why. Suspension will take effect from the date of the letter. For the avoidance of doubt, suspended Members will remain registered with the UKALA appointed Redress Scheme and Client Money Protection will continue until such time as the membership is cancelled.

3. The Member will be offered the opportunity to resolve the matter and or make written representations within one calendar month as to why their membership should not be cancelled. Oral representations will not be accepted. The Board will take account of any written representations and either confirm or amend its decision. UKALA will write to the Member to inform them of the Board's decision. Where the decision is to cancel the membership this will be done in accordance with section H below.

H. Cancellation of Membership by UKALA

1. The Board reserves the right to initiate the process to cancel Membership at any

time in accordance with the processes set out in this section and section G above.

2. UKALA will notify Members in writing if Membership has been cancelled, with an explanation as to why. Cancellation will take effect from the date of the letter.

3. IMPORTANT: It should be noted that in the event of cancellation, Client Money Protection and membership of the Property Redress Scheme will also cease.

Alternative providers may need to be sourced by you to remain compliant with certain regulations in England, Wales, Scotland or Northern Ireland.

I. Appeals procedure for Cancelled Members

1. The Member may appeal against the Board's decision. Appeals will be considered by an independent adjudicator. The party submitting an appeal must submit this in writing and agree to:

- a. accept as final the decision of the independent adjudicator, and
- b. lodge with UKALA an amount to be determined by UKALA to cover costs and disbursements incurred by UKALA. This amount will be returned to the appellant should the adjudicator not uphold the Board's decision.

2. The independent adjudicator is an independent professional who has experience of dispute resolution and housing issues. They are contractually engaged by UKALA to provide an impartial case examination and dispute resolution service, either through case review, mediation and or any other method they consider appropriate. Under these Terms and Conditions, Members are required to accept the rulings and recommendations of the independent adjudicator.

3. The UKALA Code of Practice, UKALA Accounting Standard and these Terms and Conditions cannot and does not supersede the normal operation of the law. A complainant retains the right throughout the process to choose to go to law. In this event, the complaint would be halted, as the courts take precedence over the UKALA Code of Practice, UKALA Accounting Standard and these Terms and Conditions. Similarly, the UKALA Code of Practice, UKALA Accounting Standard or these Terms and Conditions cannot be used to re-open an issue on which the courts have already adjudicated.

J. Cancellation of Membership by Member

1. A Member may request that their Membership be cancelled by giving notice to UKALA in writing. Expulsion will take effect from the date service of the official cancellation notice provided by UKALA in writing.

K. Effect of cancellation of Membership

1. The Business is not entitled to any refund of Membership subscriptions, fees or other payments that were made during Membership. If a Business is paying by monthly direct debit, they must pay the remaining payments due.

2. Cancellation of Membership will result in the cancellation of membership of the

UKALA appointed Redress Scheme. This will take effect from the date that Membership was cancelled. Any complaints already accepted by the UKALA appointed Redress Scheme will still be investigated and the Business will be required to abide by the Redress Scheme's decision and pay the case fee.

3. Cancellation of Membership will mean that UKALA Clients' Money Protection will cease. This will take effect from the date that Membership was cancelled.

4. The Business will no longer have access to UKALA or any third-party partner services.

5. The Business must take all reasonable steps to inform clients and other relevant parties that their membership of UKALA and the UKALA appointed Redress Scheme have ended and UKALA Clients' Money Protection has ceased. Clients should be informed that claims may still be possible and to contact UKALA if they wish to do so.

6. The Business must stop using and or remove where displayed, any UKALA branded material with immediate effect. This includes, but is not limited to, the UKALA member logo, stickers, posters, flyers, business cards, etc. Your UKALA CMP and any other membership certificates must be destroyed. Logos and certificates held in electronic systems must be deleted and removed from any website and other electronic and storage platforms, such as CDs, USB and cloud storage.

7. UKALA reserves the right to remove all reference to the Business and their details from the UKALA Agent Directory or retain and show the date that the Business ceased to be a Member.

L. Member data held by UKALA and sharing of information

1. All data shall be held on an electronic database, including but not limited to the data provided by the Business on the UKALA Application Form.

2. Members must agree that any data required by the UKALA appointed Redress Scheme, third party service providers or UKALA Clients' Money Protection partners to facilitate provision of those services may be passed to them by UKALA using electronic transfer.

3. All data held by the UKALA appointed Redress Scheme and or UKALA Clients' Money Protection shall be held on an electronic database.

4. Members must agree that any data required from UKALA by government departments to sustain approval for Client Money Schemes, Rent Smart Wales recognition etc. may be passed by UKALA using electronic transfer.

5. In the event that a complaint is received by UKALA, UKALA may pass on details of the complaint to the UKALA appointed Redress Provider and to other third parties, including but not limited to:

- a. Any appointed representative of UKALA
- b. Hiscox Insurance Company Limited

- c. HF Resolution Limited trading as the Property Redress Scheme
- d. Police
- e. Local Authority
- f. Rent Smart Wales
- g. Tenancy Deposit Scheme Administrator
- h. Trading Standards
- i. Other trade associations and or organisations

M. Appendices

The following appendices form part of these Rules:

- i. UKALA Professional Indemnity Insurance Cover Requirements
- ii. UKALA Clients' Money Protection Cover Requirements
- iii. Clients' Money Protection for Members insured by Hiscox Insurance Company Limited
- iv. UKALA appointed Redress Scheme Terms of Reference
- v. UKALA Agency Accreditation Scheme Terms and Conditions

Appendix i: UKALA Professional Indemnity Insurance Requirements

1. UKALA require all Members to provide evidence of adequate Professional Indemnity Insurance cover for their Business. This requirement ensures that your Business is protected against compensation sought by a client if you have made mistakes or are proven to have been negligent in some or all of the services that you provide for them. Professional Indemnity Insurance cover must also provide cover for fidelity (staff dishonesty) and legal costs. Members are required to have and maintain appropriate Professional Indemnity Insurance cover for their Business for the duration of their Membership. Your Professional Indemnity Insurance cover must meet the UKALA minimum limits of indemnity for it to be acceptable to us and must include provision for cover:

- a. that is on a civil liability basis;
- b. that includes claims arising from dishonesty or fraud by any employee;
- c. that provides indemnity arising out of all work carried out;
and
- d. that provides cover for liability arising out of all aspects of your Business, not just lettings and property management.

2. The minimum limit of indemnity must be:

- a. £100,000 for Members whose fee income in the last financial year did not exceed £99,999.
- b. £250,000 for Members whose fee income in the last financial year exceeded £100,000 but was no more than £199,999.

- c. £500,000 for Members whose fee income in the last financial year exceeded £200,000 but was no more than £399,999.
- d. £1,000,000 for Members whose fee income in the last financial year exceeded £400,000 but was no more than £999,999.
- e. £2,000,000 for Members whose fee income in the last financial year exceeded £1,000,000.

The uninsured excess shall not be more than 2.5% of the limit of indemnity or £10,000 whichever is greater.

3. Any Business applying to become a Member must meet the minimum sum insured stated earlier according to the level of your annual fee income. If the Business is authorised and regulated by the Financial Conduct Authority (FCA) then their minimum limit of indemnity should comply with the minimum Professional Indemnity Insurance cover required by FCA.
4. UKALA reserve the right to request a copy of the Professional Indemnity Insurance schedule and or certificate along with evidence that the cover meets the UKALA Professional Indemnity Requirements. If the Member has continuous cover they must also provide proof of payment.
5. Members are deemed to have given their consent for UKALA to share a copy of their Professional Insurance Schedule and or certificate along with evidence that the Member's policy meets the UKALA Professional Indemnity Insurance Requirements with third parties as reasonably required.
6. In the event that a Member fails to maintain appropriate Professional Indemnity Insurance cover for the duration of their Membership or fails to provide evidence of appropriate cover when requested, as specified above, the Board reserves the right to suspend Membership, cancel Membership, or take any other appropriate action at the discretion of the Board.

Appendix ii: UKALA Clients' Money Protection Cover Requirements

1. Members are required to have acceptable Clients' Money protection cover for the Business for the duration of their Membership and to make details of their cover available to their clients. You must display your certificate within the public area of your office and on your website (which are also legal requirements).
2. UKALA has a Clients' Money protection policy which will provide Clients' Money protection for Members' clients. This policy is underwritten by Hiscox Underwriting Ltd.
3. If a Business holds Clients' Money which does not exceed £1,799,999 the Business will automatically benefit from 'UKALA Total Client Money Protection'. See Appendix iii.
4. If a Business holds Clients' Money of £1,800,000 or more the Business will be invited to apply for a quotation for either UKALA Total Loss Client Money

Protection (up to £4.8M client money holding) or UKALA Larger Agent Client Money Protection (client money holding of more than £4.8M) See Appendix iii.

Appendix iii: Clients' Money Protection for Members insured by Hiscox Insurance Company Limited

UKALA have a Client Money Protection scheme for its Members and the following shall only apply to Members who are registered under the UKALA Client Money Protection Scheme. Members should refer to Appendix ii before reading this appendix.

1. Purpose

The main purpose of Client Money protection is to:

- a. allow agents and property professionals to be covered by Client Money protection; and
- b. compensate the losses of the clients of a Member who suffer from the theft or misappropriation of Client Money by the Member.

2. Criteria

Members must meet all the following qualifying criteria:

- a. have a shared client bank account covering all offices;
- b. not have been refused or excluded membership of any other Client Money protection scheme including ARLA, NALS/Safe Agent, NAEA, UKALA, CMP and RICS; and
- c. not have directors, owners or principal shareholders that have been associated with a business that has been removed from a Client Money protection scheme or been convicted of any finance related criminal offence or have any criminal prosecutions pending.

3. Conditions

Members must:

- a. agree to co-operate fully with any investigation by UKALA, The Insurers or their appointed representative;
- b. agree to onsite visits to the addresses at which accounting records are held;
- c. produce if necessary records and documents for inspection and allow UKALA or the Insurers or its representatives to review these documents;
- d. have a working telephone;
- e. have a working email address;
- f. respond to communications when requested to do so;

- g. make every reasonable effort to minimise any loss and take appropriate measures immediately if they are required to in order to reduce any claim; and
- h. give The Insurers all assistance which may reasonably be required to pursue recovery of amounts that may become liable to pay under this policy.

Failure of the above conditions may result in the Member being liable for an amount equal to the detriment suffered by The Insurers as a result of the Member's failure to comply with these conditions.

4. Clients' Money Handling

The Insurer bases their Clients' Money criteria on the industry's best practice for holding and accounting of Clients' Money. Please refer to the UKALA Accounting Standard for further information.

Members must:

- a. have set up a separate bank account for Clients' Money;
- b. have the title of their Clients' Money bank account easily distinguished from other accounts of their Business;
- c. if requested obtain in writing from their bank confirmation that all Client Money is held by the Business as an agent;
- d. if requested obtain the banks written confirmation that the bank is not entitled to combine the Client Money account(s) with any other account or to exercise any right of set-off or counterclaim against money in that accounting respect of any sum owed to it on any other account of the Business;
- e. have and maintain systems and controls which enable you to monitor and manage Clients' Money transactions and any risk arising;
- f. have accounting systems and client data securely controlled and protected;
- g. obtain client's written approval to make payments from their accounts;
- h. bank all Clients' Money at the earliest reasonable opportunity;
- i. nominate authorised staff to handle money;
- j. ensure that records show any and all cash transactions;
- k. reconcile client accounts together with bank and cash balances at regular intervals in order to demonstrate control over the accuracy and completeness of accounting records;
- l. ensure there are always sufficient funds in the account to pay all amounts owing to clients; and
- m. to pay amounts owing to clients as they fall due without delay.

5. Voluntary disclosure by the Principal, a Partner, Director or Company Secretary of a Member

If you are the Principal, a Partner, Director or Company Secretary of a Member and have recognised that there is a shortfall or potential misappropriation of Client

Money it is imperative that you disclose the issue to UKALA as soon as is reasonably possible. Disclosure may allow UKALA to provide guidance on steps the Business can take to resolve the issue. Failure to notify UKALA regarding a shortfall or potential misappropriation of Clients' Money may result in cancellation of Membership in accordance with these Terms and Conditions.

6. Voluntary disclosure by others

If you are an employee of a Member or a 'Person with Significant Control' (but not the Principal, a Partner, Director or Company Secretary) and have recognised that there is a shortfall or potential misappropriation of Clients' Money you may request to speak to UKALA in confidence. If you are contacting UKALA on behalf of the Principal, a Partner, Director or Company Secretary of a Member you are strongly advised to seek their authority to speak to UKALA in writing, before contacting UKALA. If you are unable to seek the authority of the Principal, a Partner, Director or Company Secretary for whatever reason you are strongly advised to seek appropriate independent advice, before contacting UKALA.

7. Confidentiality

- a. The Insurer may use any information freely provided by a complainant or a Member in its consideration of a potential claim provided it is for the express purpose of dealing with that claim.
- b. The Insurer may refuse to disclose information to either the complainant or the Member if in its reasonable opinion; it is not relevant to the consideration of the claim.
- c. The Insurer will always consider any specific request for disclosure of information received from third parties such as the police or trading standards.

8. Exclusions

- a. UKALA will only investigate complaints relating to the theft of Client Money and reserves the right to pass all other complaints to the relevant redress scheme or advise the complainant to go to court.
- b. UKALA will only accept claims for Client Money which has been stolen or misappropriated by a UKALA Member who has become insolvent.
- c. UKALA will decline complaints relating to a Client Money dispute where such monies continue to be held securely by the Member.
- d. UKALA will decline any claim where the insured event occurred after the UKALA member firm ceases to be a member or from the date they join another approved CMP scheme.
- e. UKALA will decline any claim where the loss is covered by another insurance policy, for example PI policy.

- f. UKALA will decline any claim where the client money is still held in a protected client account.
- g. UKALA will decline any claim where the insured event occurred more than 365 days before receipt of a valid claim form by UKALA.
- h. UKALA will decline any claim where client money is subsequent to any insured event returned to the Client by the UKALA member firm.
- i. UKALA will decline any claim where the loss between the UKALA member firm and the client started before the UKALA member firm was covered by the scheme.
- j. UKALA will decline any claim where the loss has been covered under any deposit protection service.
- k. UKALA will decline any claim, including arbitration, brought outside the UK.
- l. UKALA will decline any claim arising from any deliberate criminal or fraudulent act or omission by the claimant.
- m. UKALA will decline any claim where our or our insurer's right of recovery is restricted by any contract.
- n. UKALA will decline any claim
 - i. In excess of £5M In the aggregate in respect of all claims arising out of any financial institution failure (e.g. bank).
 - ii. In excess of £10M In the aggregate in respect of all claims including all costs and expenses.
 - iii. In excess of £5M In the aggregate in respect of any one member (i.e. UKALA larger agent CMP member).
- o. UKALA will decline any claim arising from war, terrorism, confiscation or nuclear risks.
- p. UKALA will decline any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:
 - i. cyber attack
 - ii. hacker
 - iii. social engineering communication
 - iv. fear or threat of i to iii. above; or
 - v. action taken in controlling, preventing, suppressing, responding or in any way relating to i. to iv. above.
- q. UKALA will decline any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any computer or digital technology error.
- r. Please check that your agent is a current UKALA member by visiting the agent directory www.ukala.org.uk

9. Subrogation and Recoveries

On payment of a loss, the claimant shall subrogate to The Insurer all rights of recovery against the Member so that The Insurer can pursue the Member and any

relevant person or entity. The claimant also agrees to co-operate with any legal process The Insurers engage in, including providing a witness statement and evidence of the loss.

10. Miscellaneous Provisions

The following miscellaneous provisions apply:

- a. These requirements may need to be updated from time to time.
- b. The Member agrees to abide by the latest version of the requirements notwithstanding any earlier version which were in force when joining UKALA.
- c. The Insurer may delay action if The Insurer has any concerns about a Member's compliance with these requirements, their identity, or any fraud or money laundering.
- d. The Insurer and or UKALA cannot be held responsible for intervening events beyond their control which prevent, delay or impede The Insurer's ability to operate the scheme or these requirements.
- e. The Insurer and or UKALA will not be responsible for the Member missing an email from The Insurer and or UKALA when the message was received into the Member's spam email inbox or suppressed by other security measures. The Member is responsible for adding the scheme email address to their 'safe sender' lists if necessary.

11. Questions about Clients' Money Protection for UKALA members

If you have any questions about the UKALA Clients' Money Protection Scheme please contact UKALA:

Suite 8 Bourne Gate, 25 Bourne Valley Road, Poole, Dorset, BH12 1DY

Tel: 03300 55 33 22

Email: info@ukala.org.uk

Appendix iv: UKALA appointed Redress Scheme Terms of Reference

The Board have appointed HF Resolution Limited trading as the Property Redress Scheme (PRS) as the UKALA appointed Redress Scheme for England, Wales, Scotland and Northern Ireland.

Membership of UKALA includes membership of the Property Redress Scheme (PRS) at the Entry Model for its activities which fall within the UKALA Code of Practice, UKALA Accounting Standard and these Rules for the purposes of compliance and relevant legislation and codes of practice. In the event of a complaint being investigated, case fees apply, and is the responsibility of the Member to pay. UKALA members must comply with the PRS Terms of Reference and Conditions of Resolution and these form a part of these UKALA Terms and Conditions of Membership.

Appendix v: UKALA Agency Accreditation Scheme Terms and Conditions

The following terms and conditions apply to Members who have successfully applied to join the UKALA Agency Accreditation Scheme:

1. The UKALA Agency Accreditation Scheme ('the Accreditation Scheme') is a member benefit of the UK Association of Letting Agents (UKALA).
2. The Business must be a member of UKALA. The head Office and each branch (where applicable) must nominate at least one individual who is actively managing residential property on behalf of the Business.
3. All nominated individuals must achieve a foundation level of knowledge by one of the following methods, before being accepted by UKALA:
 - a. satisfactorily complete the CORE subjects & pass the quizzes on the UKALA Online Library, or
 - b. satisfactorily complete a course recognised by UKALA
4. Membership of the Accreditation Scheme shall commence from the date in writing by UKALA.
5. Members of the Accreditation Scheme are licensed to use an "accredited agent" logo on their letterhead and company advertising as long as they remain members of the Accreditation Scheme. Copyright remains with UKALA.
6. All nominated individuals are required to complete a minimum of 10 hours UKALA Approved Continued Professional Development (CPD) in any twelve month period as follows:
 - a. In the first twelve months from the date that they are accepted by UKALA (in addition to the 8 hours awarded by UKALA for achieving a foundation level of knowledge) a minimum of 2 hours must be completed
 - b. Any twelve month period thereafter, a minimum of 10 hours CPD must be completed to remain part of the Accreditation Scheme
7. All nominated individuals must record their CPD on the UKALA Online Library.
8. The Business must notify UKALA in writing as soon as any of the nominated individuals are no longer actively managing residential property on behalf of the Business.
9. In the event that all nominated individuals are no longer actively managing residential property on behalf of the Business, the Business must nominate a new individual who has successfully achieved a foundation level of knowledge, within six months.
10. For the avoidance of doubt, all complaints about UKALA members shall be handled in accordance with the UKALA Scheme Rules. The UKALA Board of Directors reserves the right to revoke membership of the Accreditation Scheme at any time.
11. In the event that membership of the Accreditation Scheme ceases, for whatever reason, the following will apply:

- a. The Business will no longer be a member of the Accreditation Scheme.
- b. The Business must take all reasonable steps to inform clients and other relevant parties that their membership of the Accreditation Scheme has ended.
- c. The Business must stop using and or remove where displayed, all reference to the Accreditation Scheme with immediate effect. This includes all (but not exclusively) printed and online material, stickers, posters, flyers, business cards, CDs etc. Logos stored electronically must be deleted.
- d. The Business must cease from promoting themselves as a member of the Accreditation Scheme.