

TERMS AND CONDITIONS OF SERVICE

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything you want and nothing that you are not willing to agree to.

Your attention is particularly drawn to clause 8 and 9 of these terms & Conditions, which confirms your liability to reimburse us for any monies paid out on your behalf together with any losses incurred while acting as your Guarantor.

These Terms and Conditions set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

If you have any questions about these terms and conditions or any orders you have placed, please contact us by:

- sending an email to customerservice@housinghand.co.uk; or
- filling out and submitting the online contact form available here. <https://housinghand.co.uk/contact/> or
- calling us on 0207 205 2625 (our telephone lines are open *Monday to Saturday: 9 am to 6 pm*).

Do you need extra help?

If you would like these terms and conditions in another format, please contact us using the contact details at the top of this page.

Who are we?

We are Housing Hand Limited, a company registered in England and Wales under company number: 8408808.

Our registered office is at: Selous House G.01 The Centro Buildings, 20-23 Mandela Street, Camden, London NW1 0DU.

Our trading address is at: 20-23 Mandela Street, Camden, London, NW1 0DU

Please print out or save a copy of this contract for your records as we will not save a copy for you.

In this contract:

'Co-Tenant', means other individuals named on the tenancy agreement (if any)

'Co-Signer' means an individual who has agreed to indemnify Us if you fail to comply with your obligations under this agreement and/or Your tenancy agreement.

'Fee' means the fee payable by You to Us for this service.

'Landlord' means owner of the property which is the subject of the tenancy agreement and/or their agents.

'Losses' means all fees, charges, damages, liabilities, demands, costs and expenses (including all legal and other professional fees, costs and expenses), claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of reputation) suffered by Us and/or our insurer.

'Us' or **'Our'** means Housing Hand Limited (including any affiliate or subsidiary companies, our insurers and/or any agents) and

'You' or 'Your' means the person using our site to buy services from us.

1 Introduction

- 1.1 If you buy services on our site, you agree to be legally bound by these terms and conditions.
- 1.2 These terms and conditions apply only if you are buying services on our site as a consumer (i.e., for purposes outside of your business, craft or profession).
- 1.3 These terms and conditions are only available in English. No other languages will apply to these terms and conditions.
- 1.4 When buying any services on our site you also agree to be legally bound by:
 - 1.4.1 our website terms and conditions and any documents referred to in them;
 - 1.4.2 extra terms which may add to, or replace some of, these terms and conditions. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice of such changes; and
 - 1.4.3 specific terms which apply to certain services.
- 1.5 All of the above documents form part of this contract as though set out in full here.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
 - 2.1.1 click on the 'key information' button; or
 - 2.1.2 contact us using the contact details at the top of this page.
- 2.2 The key information we give you by law forms part of these terms and conditions (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Our **Privacy Policy** is available at our website <https://www.iubenda.com/privacy-policy/15542297>
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering services from us

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 You place an order on the site by completing our online application form. Please read and check your order carefully before submitting it. You will be able to correct any errors before submitting your order to us.
- 4.3 When you place your order at the end of the online checkout (e.g., when you click on the 'Pay Now' Button), we will start to process your order. This does not, however, mean your order has been accepted by us.
- 4.4 We may contact you to say that we have been unable to accept your order. Please be reassured one of our friendly customer service team will contact You to help, typically the following may have occurred:
 - 4.4.1 we cannot authorise your payment;
 - 4.4.2 you or your co-signer have not met our eligibility criteria on the information currently available
 - 4.4.3 You or your landlord have failed to provide the relevant information; or
 - 4.4.4 there has been a mistake on the pricing or description of the services.
- 4.5 We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point:
 - 4.5.1 a legally binding contract will be in place between you and us; and
 - 4.5.2 we will provide the services as set out at Clause 5.
- 4.6 If we are unable to finalise your order You will receive a full refund, less the £10.00 initial fee.

5 Our Obligations

- 5.1 Subject to those conditions set out at clause 4 We agree to act as your guarantor and enter into a guarantor deed/agreement with your landlord commencing at the date of the tenancy and expiring at the end of the contractual fixed term, unless:
 - a) You renew our services for a further fixed term and you continue to make payments in accordance with clause 7;
 - b) You do not enter into a further fixed term with your Landlord but you remain in the property with the Landlords consent and you continue to pay our fees in accordance with clause 7;

6 Your Obligations/Warranties

- 6.1 You agree to pay our fees in accordance with clause 7 below;
- 6.2 You agree to reimburse us for any losses suffered by us in accordance with clause 8 below;
- 6.3 You agree to notify Us if, on the expiry of the fixed term you enter into a further fixed term tenancy with the Landlord;
- 6.4 You agree to notify Us if, on the expiry of any fixed term you remain in occupation of the property for an unfixed term (with the consent of your Landlord). If we do not receive such notification from You, We will assume that You continue to occupy the property;
- 6.5 You agree to observe all of your obligations under the tenancy;
- 6.6 You agree to observe all of your obligations as set out within these terms and conditions;

- 6.7 You agree and acknowledge that in the event you vacate the property and/or fail to occupy the property within the fixed term period (without formal release from the Landlord), You will remain liable for the full amount of the rent falling due (and any other losses) under tenancy until the expiry of the fixed term;
- 6.8 You agree to cooperate fully with us, our agents and advisers in any dispute which may arise in respect of our obligations under your tenancy;
- 6.9 You agree and acknowledge that if the tenancy is a shared accommodation, you may have joint and several liability for all obligations under the tenancy and therefore you may be liable for any rent, expenses, losses and costs arising from any of your co-tenants;
- 6.10 You agree and acknowledge that where the tenancy is a shared accommodation you may have joint and several liability for all obligations under the tenancy and we may take action against, or release or compromise any liability, or grant time or other indulgence to any one of the occupants without affecting the liability of any of the other of the occupants;
- 6.11 You confirm that you irrevocably authorise the Landlord, on vacating the property, and upon Our request (after deduction of allowable expenses), to pay the deposit directly to Us without further reference to You;
- 6.12 You confirm that you irrevocably authorise the Landlord to make a claim on any insured deposit scheme which may be available to you in respect of any losses in the first instance before making a claim for such losses to Us.
- 6.13 You confirm that you authorise and consent to any breach of this agreement being disclosed by us to your university, relevant third parties (e.g., Home Office) and credit reference agencies;
- 6.14 You agree to ensure that any changes to contact information for yourself, or any other party to the tenancy and/or this agreement will be notified to us within 7 days of any such change, including telephone numbers, email addresses and postal address.

7 Payment

- 7.1 You agree to pay us our fees during the fixed term of the lease in accordance with the payment option you have selected when placing your order and as confirmed in our confirmation email.
- 7.2 In the event you have renewed our services, you agree to pay us our fees in accordance with the option you have selected when placing your further order and as confirmed in our confirmation email.
- 7.3 In the event you remain in the property beyond the fixed term of the lease, without renewing our service, You agree that payment of our fees will remain payable and will continue to be requested on a monthly basis until You vacate the property subject to clause 17.3.
- 7.4 We accept payment by credit cards, debit cards (excluding American Express) and bank transfer. We do not accept cash or cheques.
- 7.5 The fees will be stipulated on our website at the time of your order. While we try to ensure that all prices on the website are accurate, errors may occur. If we discover an error, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the order, you will receive a full refund, less any initial £10.00 fee paid. We are under no obligation to provide the service to you at the incorrect (lower) price.
- 7.6 Your credit card or debit card will be charged at the end of the checkout process, (e.g., when you click on the 'Pay Now' Button).
- 7.7 All payments by credit card or debit card need to be authorised by the relevant card issuer. We will process the payment via the Stripe payment processing platform. You irrevocably consent and authorise Us to take or attempt to take payment (or part payment) via Stripe in respect of Losses from time to time.
- 7.8 By clicking pay now You are confirming that the credit card is yours. Credit cards are subject to validation checks and authorisation by Your card issuer, but if Your card issuer fails to authorise payment to Us, We will not be liable for any delay of our service as we are unable to form a contract with You.
- 7.9 We will do all that We reasonably can to ensure that all of the information You give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by Us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 7.10 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 10 and 11.
- 7.11 All prices are in pounds sterling (£) (GBP) or (€) Euro on our Irish site and exclude VAT;
- 7.12 If you have opted to pay our fees via instalments, failure to make payments as agreed shall render the full remaining balance of any monies due as payable immediately.

8 Indemnity

- 8.1 You agree to indemnify and keep indemnified on demand and hold harmless Us from and against all Losses suffered by Us arising out of or in connection with: -
- a) any act or omission by You that is a breach of these terms and conditions;
 - b) any act or omission by You or any co-tenant that is in breach of the tenancy agreement;
 - c) any breach of warranty set out in clause 6
 - d) any Landlord-claim relating to the provision, supply or use of any of Our services to the extent that any such claim relates to any act of default of you or your co-tenant.
- 8.2 Nothing in these terms and conditions limits or excludes your liability under the indemnities given by You in clauses 8.1 and therefore they are not intended to have any limits and which are therefore uncapped.
- 8.3 The following procedures will apply in relation to any Landlord claims:

- a) as reasonably practical after we receive notice from a Landlord, We will give written notice to you (and your co-signer) specifying the details of that claim. Within 14 days of being so notified, You must make settlement of that claim to us or make proposals of a satisfactory repayment plan. We are under no obligation to accept Your proposals for payment if in our opinion that proposal is unreasonable.
- b) If, acting in good faith, You dispute any element of the notified claim, You should raise such dispute by written notice to Us within 7 days (providing supporting evidence). Following our reasonable investigations, We will confirm the outcome of our investigations and confirm Our intention to make payment or decline to make payment on Your behalf providing the basis upon which We have reached that decision in writing to You.
- c) If You or Your co-signer fail to respond to written notice of claim, We will have the right to deal with the claim in such manner as We may deem appropriate.

8.4 We may set off an amount owed to us by You against any amount received from You.

9 Charges

9.1 If you fail to make payment of our fees and/or any notified claim (clause 8) in accordance with these terms and conditions, We shall be entitled, without limiting our other rights and remedies, and in addition to any unpaid amount that should properly have been paid, to simple interest on that amount (accruing on a daily basis from the final date for payment until the date of actual payment, whether before or after judgement). Such interest shall be calculated at a rate of 8% per year above the Bank of England base rate which is current at the date the payment became due.

9.2 You will also be subject to the following charges for late or failure to make payment (amended from time to time):-

a) Late Payment Fee	£30.00
b) Letter/Email	£30.00
c) Failed Direct Debit	£30.00
d) Returned Cheque	£50.00
e) Tracing Service	£100.00
f) Arrears Notification	£30.00
g) Solicitors' costs	£300.00 (minimum)
h) Notice of Termination	£50.00
i) Eviction Proceedings	Proportionate to work required

10 Right to cancel

10.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and we have entered into a guarantor deed or agreement in respect of your tenancy during this period. This is further explained in clauses 10.6 and 10.7 below.

10.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract (receipt of confirmation email).

10.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement by email using the contact details at the top of this page.

10.4 You can also electronically fill in and submit the model cancellation form or any other clear statement on our contact form. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g., by email) without delay.

10.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

10.6 We will not start providing the services during the 14-day cancellation period unless you ask us to do so as stated in clause 10.7 below. You acknowledge that you will lose your right to cancel this contract once we have sent our confirmation email and entered into the Guarantor Deed/Agreement in respect of your tenancy.

10.7 If you requested us to start providing the services during the standard cancellation period and the services are fully performed during this period, you lose your right to cancel and you will be required to pay the full price under this contract together with any losses even if the cancellation period has not expired.

10.8 Nothing contained in paragraph 10 affects your rights if your services are faulty. See clause 16 below.

11 Effects of cancellation

11.1 If you cancel this contract within the 14-day cancellation period, we will reimburse to you all payments received from you minus our initial fee of £10.00 as stated in clause 7.5. If however, you have requested us to start providing the services during the cancellation period then you lose your right to cancel as stated in clause 10.1, in which case you must pay us:

11.1.1 the full price under this contract and any losses if you lost your right to cancel this contract because the services were fully performed during the cancellation period.

11.1.2 in the event the services were fully performed but your accommodation provider has agreed to release you from the tenancy we will terminate the contract as at the date we receive confirmation from your accommodation provider that we have been released from all guaranteed liabilities/risk and that they do not intend to make any claims from us. Under such circumstances, you may not be required to make any further payments and if you have made full payment, we will reimburse you in respect of those months we were not on risk on a pro rata basis. For example, if you have paid fees for 12 months service but your accommodation provider agrees to release you from the tenancy after 6 months and no claim for losses has been made from us, we will reimburse you 6 months of the fees you have paid to us less a cancellation fee of £75.00. In any event your initial fee is also non-refundable as stated in clause 7.5.

- 11.2 We will make any reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract subject to confirmation from your accommodation that we have been released from all liability/risk relating to the tenancy.
- 11.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 11.4 For the avoidance of doubt, this contract cannot be cancelled by you once we have started to provide our services and the accommodation provider has refused to release us from the guarantee/risk and/or we have received a claim in respect of your tenancy.
- 12 Carrying out of the services**
- 12.1 We will carry out the services within 14 working days of receiving the necessary paperwork from you and your accommodation provider (after the expiry of the 14-day cancellation period unless requested to commence our services earlier by you).
- 12.2 Our carrying out of the services are affected by third party's cooperation and therefore might be affected by events beyond our reasonable control. If so, there might be a delay before we can start the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start the services as soon as possible.
- 13 How we will contact you**
- 13.1 If we need to contact you about our services, we'll normally do so via your online account and/or email
- 13.2 We may also communicate with you in any other way that is personal to you. This may include, SMS, post, online notifications or any other appropriate messaging service.
- 13.3 You must tell us if your name or contact details change, including any email addresses, mobile phone numbers or other contact details. If you don't tell us, we will be unaware we are using outdated contact details to send you information.
- 14 Mobile alert services**
- 14.1 Mobile alerts include any mobile alerts services we offer and another service messages we may send to your mobile phone or other devices, other than those we are required to send by law.
- 14.2 We won't charge you for sending mobile alerts. We're not responsible for any charges imposed by your mobile operator.
- 14.3 The mobile alerts you receive are accurate when our systems create them. The details and status of any information provided may change before and after you receive them.
- 14.4 We cannot guarantee the availability or successful delivery of mobile alerts. We're not responsible for any loss, cost or charge you incur if mobile alerts are not available at any time, or you don't receive an alert promptly or at all – for example, if your device is switched off or lacks signal or data connectivity.
- 15 Use of our Website**
- 15.1 By using this website and/or placing any order through it, you agree: -
- a) To use the website exclusively to make legitimate enquiries or orders;
 - b) Not to make any speculative, false or fraudulent orders. If we are reasonably of the opinion such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
 - c) To provide correct and accurate email, postal and/or contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Data Protection Policies).
- 16 Faulty services**
- 16.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights.
- 16.1.1 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.
- 16.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 16.3 If the services we have provided to you are faulty, please contact us using the contact details at the top of this page.
- 17 Termination and end of the contract**
- 17.1 You cannot end this contract during the initial fixed term of the tenancy (subject to your rights of cancellation) unless your landlord has provided us with written confirmation that they have released us from any further obligation under the guarantor deed/agreement and you do not owe us any monies for losses;
- 17.2 You cannot end this contract if you have entered into an additional further fixed term tenancy unless your landlord has provided us with written confirmation that they have released us from any further obligation under the guarantor deed/agreement and You do not owe us any monies for losses;
- 17.3 In the event the initial fixed term has expired but you remain in occupation of the property without entering into a further fixed term with your landlord, you can give two months' notice of termination of this agreement, provided you have vacated the property by that period:
- 17.4 You should note, this agreement and fees will remain payable while you remain liable under the Tenancy Agreement and we continue to remain liable as guarantor. This will include where your initial tenancy agreement has been extended or you remain in the property without the consent of the Landlord.
- 17.5 Without affecting any other right or remedy available to us, we may terminate our services with immediate effect by giving written notice to you and your co-signer if you:
- a) Fail to pay any amount due under this agreement on the due date for payment and remain in default not less than 7 days after being notified in writing to make such payment; or

- b) Are otherwise in breach of this agreement and fail, where the breach is capable of being remedied, to remedy the breach within 14 days of service of the notice from us specifying the breach and requiring it to be remedied; or
 - c) Suspend or threaten to suspend payment of our fees; or
 - d) Are subject of a bankruptcy petition, application or order
- 17.6 If this contract is ended, for whatever reason, it will not affect our right to receive any money which you owe to us under this contract.
- 18 Limitation on our liability**
- 18.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 18.1.1 losses that were not foreseeable to you and us when the contract was formed;
 - 18.1.2 losses that were not caused by any breach on our part;
 - 18.1.3 business losses; or
- 19 Third party rights**
- 19.1 The contract between you and us is binding on you and us and our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the contract, or any of your rights or obligations arising under it without our prior written consent.
- 19.2 We may transfer, assign, charge, sub-contract or otherwise dispose of the contract, or any of our rights or obligations arising under it, at any time during the term of the contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or your rights under the contract or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.
- 20 Events outside our control**
- 20.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract that is caused by events outside our reasonable control/
- 20.2 An event outside our control includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: -
- a) Strikes, lock-outs or other industrial action;
 - b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - e) Impossibility of the use of public or private telecommunications networks.
 - f) The acts, decrees, legislation, regulations or restrictions of any government.
- 21 Waiver**
- 21.1 If we fail, at any time during the term of the contract, to insist upon strict performance of any of your obligations under the contract or any of these terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the contract or the terms. No waiver by us of any of these terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.
- 22 Disputes**
- 22.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.
- 22.2 Our **Complaint Handling Policy** can be accessed by connecting with customerservice@housinghand.co.uk
- 22.3 Relevant United Kingdom law will apply to this contract. If you want to take court proceedings, the courts of the region of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.
- 23 Severability**
- 23.1 If any of these terms or any provisions of the contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 24 Intellectual Property**
- 24.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of this website shall remain at all times vested in Us and Our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. This does not prevent you using this website to the extent necessary to make a copy of any order or contract details.
- 25 Viruses, hacking and other cybercrimes**
- 25.1 You may not misuse this website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorised access to this website, to the server which hosts this site, or to any other server, computer or data base related to our website.
- 25.2 You undertake not to attack this website via a denial service attack or a distributed denial of service attack.
- 25.3 By breaching this provision, you may commit a criminal offence under the applicable regulations.
- 25.4 We will report any such breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker.

- 25.5 Likewise, in the event of such a breach, your right to use this website will cease immediately.
- 25.6 We will use great care and skill to ensure that this website is safe and secure and free from bugs, viruses and other defects. Except to the extent, it results from our failure to do so, we accept no liability for any loss or damage resulting from any denial-of-service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website from downloading of the contents thereof or of such contents to which this website redirects.
- 26** **Links from our website**
- 26.1 We may have links from our website to other third-party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.
- 27** **Law and Jurisdiction**
- 27.1 the use of our website and the contracts for the purchase of our service through such website will be governed by English Law. Any dispute arising from, or related to the use of this website or to such contracts shall be subject to the non-exclusive jurisdiction of the English courts. If you are contracting as a consumer, nothing in this clause will affect your statutory rights.
- 28** **Feedback**
- We welcome your comments and feedback. Please send all feedback and comments to us by email to customerservice@housinghand.co.uk.