

OUR TERMS AND CONDITIONS

Please find below our latest terms and conditions.

Housr Living Limited (“Housr”) - At Housr we try to make it very clear what you are signing up for. These Terms will apply to any contract made between you and Housr for the provision of Services. Please read the Terms carefully and make sure that you fully understand them before agreeing to purchase Our services. Please note that before completing the sign-up process, you will be asked to agree to these Terms.

Last updated on 16 January 2024.

Definitions and interpretation

Acceptance Accepting the Order documents for the single bundle of services provided to that Property.

Agents/Engineers Agents or engineers appointed by Housr to assist in providing Services, including but not limited to installation to provide Services, meter reading, repair, upgrade or removal of meters and other equipment relating to Housr’s provision of Services.

Contract The terms and conditions for supplying Services to the Premises between you and us, together with any prices and extra conditions for certain products or services and includes a Deemed Contract unless otherwise specified.

Customer The Customer is the single tenant or a group of tenants if the Property is occupied; if the property is unoccupied, the Customer is the Owner of the Property. The Owner can chose to elect a letting agent to manage the Services, and in that case, the Customer will be the letting agent who acts on behalf of the Owner. Nothing in this definition shall limit the liability of the Owner or the tenant for any liability relating to the consumption and payment of the Services.

Deemed Contract where Housr supplies energy to any premise otherwise than in pursuance of a contract, Housr shall be deemed to have contracted with the occupier (i.e. tenant) or, if unoccupied, the owner of the Premises, for the supply of energy from the time Housr

began to supply Energy to the premises; this contract is deemed to have been made by virtue of Paragraph 3 of Schedule 6 of the Electricity Act 1989, Paragraph 8 of Schedule 2B of the Gas Act 1986 and Paragraph 3 of Schedule 4 of the Utilities Act 2000. Deemed contract is further set out in Clause 20.

Events Outside Our Control Is defined in Clause 12.

Failed Payment Fee Is defined in Clause 7.15.

Fees The sum for the Services provided by Hour to be paid by the Customer or paid on behalf of the Customer in accordance with the Order (subject to the Terms of the Contract, Our pricing sheet and those prices provided to You by updates and notifications from time to time as agreed).

Initial Cancellation Period The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 give Customers the right to cancel a contract within 14 days of signing up without giving a reason.

Late Payment Fee Is defined in Clause 7.15

Meter Devices and equipment used to measure Utilities usage and the consumption of energy at the Premises.

Minimum Term The minimum period that each Service will be provided to the Property as specified in the Order contract. This will commence from the date Hour begins providing Services to You.

Owner The overall Owner of the Property, whether freehold, leasehold or licensor to the Customer.

Order The Order documentation and communications between us setting out Your order for the Services, at times referred to as Order contract.

Packages The pre-packaged Utilities and Services bundles for Customers.

Party Means either You or Us, and 'Parties' means You and Us.

Product The package and product We create for You to provide Services, as set out in any Order.

Property / Premise The Property and/or Premise (including any part of any land, building, space or

structure) to which Housr provides Services under this Contract or which are shown in the Order.

Services The services that We are providing to You as set out in the Order; this can include different combinations of services or standard packages.

Supplier(s) Any third-party supplier Housr appoints or uses to supply Customers with Services.

Tenant a person who occupies a Premise.

Terms The terms and conditions set out in this document and the Order documents confirming the nature and form of the contract between You (the Customer) and Housr.

Third-Party Finance Provider An individual or company used by the Customer to pay their Fees and who guarantees the Customer's financial/payment obligations under these Terms and Order documents.

We, Us and Our: Reference to Housr Living Ltd (13320192), having its registered office at 65 Harvest Way, Nuneaton, England, CV10 0FJ and any business representatives, person, corporation, firm organisation or entity appointed by Housr and includes Us supplying services under Our other brands from time to time.

Website Reference to www.housrapp.uk.com

Working Day Any day other than a Saturday, a Sunday, or a bank holiday in England and Wales.

Ultimate beneficiary Refers to the person or entity that is the ultimate beneficiary and end users of the Services; this is the tenants if a Premise is occupied and the owner of the Premise if the Premise is unoccupied.

Utilities Utilities relevant to letting and accommodation, e.g. gas, electricity, water, and Broadband.

You and Your Reference to the Customer.

In this Agreement, words in the singular include the plural and, in the plural, include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

References to a statute or statutory provision are references to the statute or statutory provision that is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation made under it.

A "person" includes a corporate or unincorporated body (whether having a separate legal personality or not).

Any phrase introduced by the words "including", "includes", "in particular", "or", "for example" or "similar" shall be construed as illustrative and shall not limit the generality of related general words.

Any use of the words "writing" or "written" in these Terms will include email unless otherwise stated.

1. Key Terms

1.1. Acceptance of these terms forms a binding contract between You and Us as set out in Clause 3.

1.2. We reserve the right to amend these Terms from time to time as set out in Clause 4.

1.3. You agree to pay Us for Services We provide under these Terms once a contract is formed between us, in accordance with Clause 7 and 8. This includes any additional charges as laid out in the aforementioned Clauses.

1.4. If You are arranging for a third party to pay for Your services on Your behalf, they will be bound by these same Terms, as stated in Clause 9.

1.4.1. Please note that the Ultimate Beneficiary of the services is liable for payment of the services if the third party fails to pay for whatever reason, including, without limitation, a voluntary arrangement or legal proceedings or other steps taken in relation to the third party's winding-up or liquidation; the appointment of a liquidator, receiver, administrator, administrative receiver or similar officer in respect of the third party or its assets; or a composition, assignment or arrangement with the third party's creditors.

1.4.2. For clarity, the Ultimate Beneficiary will be the tenants if the Premise is occupied and the owner if the Premise is unoccupied, and a third party may be a letting agent.

1.4.3. Housr assumes no responsibility or liability in the event that a third party fails to remit payment for Services. The Ultimate Beneficiary is still obligated to settle payment with us; however, they have the option to pursue legal action against the third party if the latter fails to fulfil their payment obligation, provided that the Ultimate Beneficiary has already made payment to the third party.

1.5. You may cancel this contract within 14 days of sign-up in accordance with Your statutory rights. Beyond that time, cancellation will be in accordance with the Terms set out in Clause 13-.

1.6. If there is a requirement for repair or maintenance to any of the services We agree to provide, payment expectation from You will be suspended under Clause 5.7 until this is rectified. You will not be expected to pay Us for repairing Your Services under Clause 7.1. unless an appointment is missed or damage is caused wilfully.

1.7. If/when Your contract with Us ends or is cancelled by either Party, We reserve the right to retain any amount or deposit for outstanding fees as set out in Clauses 13 and 14. If Your account is in credit at the end of Your contract, We will return surplus funds to You as set out in Clauses 13 and 14.

1.8. You consent under these Terms to allow us We to pass your details on to third parties providing services for You, without limiting your statutory right to object as detailed in Clause 16.

2. Our Identity

Hour Living Ltd (“Hour”) is a company providing management of utilities, telecoms and other services registered in England and Wales, Company Number 13320192. Our Company’s registered office is at:

*65 Harvest Way
Nuneaton
England
CV10 0FJ*

3. The Contract With You

3.1. These terms and conditions and Our applicable tariff information that you are given during your sign-up shall form the Contract between You and Hour for the supply of Services to the Premises.

3.2 These terms will be binding once the first Customer signs the order and You begin receiving Hour services.

3.2. Please ensure that You read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate before You sign or agree to the Order. If You think that there is a mistake, please contact Us to discuss it.

3.3. When You sign and submit the Order to Us, this does not mean that We have accepted Your order for Services. Our acceptance of the Order will take place as described in Clause 3.4. If We are unable to supply You with the Services, We will inform You of this and We will not process the Order.

3.4. These Terms will become a binding contract between You and Us when We contact You and confirm in writing that We are able to provide You with the Services required.

3.5. By submitting the Order to Us, You accept responsibility for the Order in full. We have the right to bill You in full for the Order until other Tenants agree to Our Terms.

3.6. If any of these Terms conflict with any term of the Order, the Order will take priority.

3.7. If You have any existing Utilities and Service providers that will be replaced by Our services, You may need to contact Your existing Services provider(s) in order to terminate those Services. Your existing Services providers may charge cancellation fees in relation to their contract with You, and We accept no liability for this.

3.8. Each Customer is a party to the Contract, and changes relating to service cancellation must be made in writing by each Customer and are only effective once Hourr has confirmed the cancellation in writing.

3.9. Where more than one Customer has entered into a contract and changes to the package are requested, all Customers must give their consent before any amendment is actioned by Us. This consent must be provided in writing either by letter or email.

4. Changes to Order or Terms

4.1. We reserve the right to revise these Terms from time to time in the following circumstances:

4.1.1. Changes occur in relevant laws and regulatory requirements.

4.1.2. We deem this appropriate in relation to Our business.

4.2. If We have to revise these Terms under Clause 4.1, We will give You at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with Clause 13.

4.3. You may make a change to the Order for Services at any time before the start date of the Services by contacting Us. Where this means a change in the total price of the Services, We will notify You of the amended price in writing. You can choose to cancel the Order in accordance with Clause 13.1 in these circumstances.

4.4. If You wish to cancel an Order before it has been fulfilled, please see Your right to do so in Clause 13.

5. Providing the Services

5.1. We will make reasonable endeavours to supply the Services to You from the date agreed between Us in the Order. The estimated start time for providing Services will vary between the types of Services. We may be unable to fulfil Your order if sufficient payment information has not been added to Your account.

5.2. We will make commercially reasonable best efforts to connect and supply the Services on time. Please ensure You do not miss any installation visits from Our Agents/Engineers. We reserve the right to charge reasonable associated administration costs if You miss installation visits as laid out in Clause 7.11. There may, however, be delays if:

5.2.1 Existing suppliers prevent Us from moving Your Services; or

5.2.2 We do not have all of the necessary information; or

5.2.3 You have provided Us with incorrect information; or

5.2.4 We need You to move Your Services to us; or

5.2.5 An Event Outside Our Control has occurred. See Clause 12 for Our responsibilities when an Event Outside Our Control occurs.

5.3. We will need certain information from You that is necessary for Us to provide the Services. This will be made clear on any Order forms and contracts. If You do not provide Us with this information or provide incomplete or incorrect information, We may charge an additional reasonable sum to cover any extra work that is required, and we reserve the right to suspend the Services by giving You written notice. We will not be liable for any delay or non-performance where You have not provided this information to Us after We have asked You to provide it. If We suspend the Services due to this, You do not have to pay for the Services while they are suspended but this does not affect Your obligation to pay for any invoices already sent.

5.4. Repair/Maintenance/Suspension - We may have to suspend the Services while resolving technical problems or to make improvements to the Services which have been agreed between You and Us in writing. We will contact You to let You know in advance where this occurs unless the problem is urgent or is classified as an emergency. You do not have to pay for the Services while they are suspended under Clause 5.4, but this does not affect Your obligation to pay for any invoices already sent.

5.5. The cost of Services will vary depending on the Package agreed between Us in writing for each Order. The individual cost breakdown for the Services will be provided to You in writing as part of any Order negotiations. We refer to the tariffs section of Our terms (Clause 24).

5.6. Where We are providing Services to You, Your extent to use Utilities and Services will be estimated in the Order contract (see Clause 26 of Our terms for an indication of usage allowances). If it becomes apparent that You (or Your Customers) have exceeded these estimated usages, We reserve the right under these Terms and any Order contract to charge You the relevant Fees or pass onto You any additional charges incurred from third-party Utilities or Service providers.

5.7. If You do not pay Us for the Services when arranged as set out in Clause 8, We may suspend the Services with immediate effect until any outstanding amounts have been paid in full (except where You dispute an invoice under Clause 8.4). This does not affect Our right to charge You interest under Clause 8.2. This Clause shall not apply to water and energy services.

5.7.1. For energy supply, we can suspend or disconnect the supply if:

5.7.1.a. You have not paid your bill on time;

5.7.1.b. You are in material breach of the Contract;

5.7.1.c. We have reason to believe your Metering Equipment may have been damaged or tampered with; and/ or

5.7.1.d. We are required to do so by any law, code or agreement.

5.7.2. If we disconnect the energy supply, you are required to pay:

5.7.2.a. Our reasonable costs to disconnect the supply; and

5.7.2.b. Our reasonable costs to reconnect the supply.

5.8. If We design a Package which You agree to purchase, We will own the copyright, trade mark(s) and all other intellectual property rights in the Package and any drafts, drawings, images or illustrations We make in connection with it.

5.9. When You request electricity or gas services from Us, it can take up to 21 business days for Us to start supplying You with either Service. This process may be delayed by items including, without limitation, missing meter information, debt on the previous supplier account or missing address information.

6. Defects with the Service

6.1. In the unlikely event that there is any defect with the Services, You agree that You will contact Us as soon as reasonably possible, and We will use every effort to repair or fix the defect as soon as reasonably practicable, subject to actions required by third-party Services and Utility providers.

6.2. You will not have to pay for Us to repair or fix a defect with the Services under Clause 6.1, except where an appointment is missed or damage is caused wilfully or by negligence.

6.3. As a consumer, You have legal rights in relation to Services not carried out with reasonable skill and care or if the materials and equipment We use are faulty or not as described. Advice about Your legal rights is available from Your local Citizens Advice Bureau, Ombudsman or Trading Standards office. Nothing in these Terms will affect Your statutory legal rights.

7. Prices

7.1. The price of the Services will be indicated in Our tariff guide at the time We confirm Your Order (see the tariffs section of Our terms (Clause 24). In addition, We will maintain a price list which will be available to You at the point We take payment or provide a statement of payment and Fees which are due. Our prices may change at any time, and We reserve the right to change these as appropriate. This will be communicated in writing to You. Price changes will not affect Orders that We have already confirmed with You.

7.2. These non-exempt from VAT service prices include VAT, and the specific VAT rate applied may differ between the Services in a Package. If the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that You pay, unless You have already paid for the Services in full before the change in the rate of VAT takes effect.

7.3. Your payment plan is dependent on the number of people that have signed up for the contract. If there are more/fewer people signed up on Your contract than was previously agreed at the outset of Your contract, We reserve the right to change Your monthly payments to reflect the number of people that have signed up or We may terminate or change the terms of the agreement.

Gas and electricity

7.4. The prices We charge for supplying gas and electricity are set out in Our tariffs (Clause 25). The amount is worked out in kilowatt-hours. Our tariffs may also include a standing charge for a meter/other metering equipment at Your property.

7.5. When You start a contract with Us, You will pay an amount monthly in advance as per a payment plan (which will be based on an estimate of the gas and electricity consumption at Your property). You will only be charged for the energy You use, and We will then reconcile this payment plan with Your actual energy usage and settle the difference at the end of Your contract.

7.6. We may change Your monthly payments for gas and electricity if We notice that You are using, or are likely to use, a different level of energy than was estimated at the start of Your contract. Payments will be set to attempt a zero balance at the end of Your contract period or, if You remain with Us, over the next twelve months.

7.7. We may change Your payments if Your contract length is amended either by Us or You. The price change will reflect the latest and best estimate for the supply during the updated contract period based on estimates provided by an Energy Industry third-party data provider.

7.8. The Start and End dates of Your contract should reflect the time period where You are the legal occupier or owner of the premises, and We may update Your contract to reflect the correct dates.

Water and sewerage

7.9 The water fees in your payment plan are calculated based on the average water charge in your local area, the size of your property and a variable bill splitting administration fee, at an average of £2.20 per site per week. If your water bill issued by your water provider exceeds 20% of the fees in the Hourly payment plan, we reserve the right to charge you for the additional amount.

7.9.1. We are not responsible for the type of water billing at your property whether it is by meter or by a rateable or assessed value. We will pay the charges set by your water authority during your supply period.

7.9.2. We are not responsible for the installation of a water meter.

7.9.3 We are not responsible for covering the cost of water leaks and any additional charges we incur as a result will be passed on.

7.9.4. Our administration fee for water service is £2.20 per week per house.

Broadband

7.10. The broadband fees are charged at a monthly rate and advertised at the point of sign-up. The rate varies depending on packages and the internet speed requested.

7.10.1 If we supply a broadband dongle as part of your services, You are charged (i.e. your broadband fees commence) from the date we post the dongle to your address, and You are charged in accordance with the monthly broadband fee advertised at the start of your contract.

7.10.2 If we do not supply a broadband dongle, You are charged from the date of installation of your broadband line.

7.10.3 You are responsible for returning the dongle when your broadband line is installed. If You fail to

return the dongle, You will be charged for the cost of missing equipment and You may be charged an additional broadband fee for dual-access to internet services.

7.11. We will not charge for installation of broadband, unless a fibre to the premises (FTTP) is required.

7.12. You will not be charged for appointments unless you miss appointments.

7.13 The broadband service entails a minimum contract period of 10 months, during which customers are billed for the full 10-month cost regardless of the installation date. This aligns with the standard practice in the internet supply industry, where minimum contract periods are enforced to ensure a steady revenue flow and cover the expenses associated with customer acquisition, maintenance and the necessary infrastructure for broadband provision. It is advisable for customers to thoroughly review and comprehend the terms and conditions of the contract before committing to the service to avoid any unforeseen billing discrepancies.

7.13.1. Your broadband billing is not pro-rata which means You will be billed for the full month of broadband if Your contract ends or begins within that month.

Cancelling Your Internet:

7.14. You may cancel Your internet free of charge any time up to 48 hours before the start of Your installation appointment. If You give Us less than 48 hours' notice, a charge of up to £60 may be applied to Your account. Once the internet has been installed, You have entered a contract to keep the internet for the length of Your tenancy. Cancelling the internet once it is installed leads to, apart from in exceptional circumstances, high cancellation fees. These charges, which are applied by the internet provider, will be passed directly on to the customer.

7.14.1. You will be responsible for returning any equipment we have sent to you, including without limitation, dongles and boosters. Where the equipment is not returned or if it is returned in poor condition, you will be charged for the cost of the equipment on your final statement.

Missed appointment fee

7.15. If You do not give Us two (2) Working Days' notice that You cannot make an appointment where Our agents or engineers are due to attend Your property, We will charge You a missed appointment fee. This will be equal to the amount it costs Us to rearrange the appointment and will be passed on directly from the provider. If an engineer appointment is considered to be "failed" or arranged unnecessarily (for example if a fault is caused by wilful neglect, damage or by user error), We may then be charged for this by Our providers. In this circumstance, We reserve the right to pass these charges on to You in full.

Failed Payment Fee and Late Payment Fee

7.16. If Your monthly or termly scheduled payment fails, We will try to take the payment again within seven (7) calendar days. We will warn You about the failure via text and/or email. If the reattempt fails as well, we may apply a £15 failed payment fee to Your account. Additionally, if you are behind on Your payment plan and we have contacted You about it, we may apply a £15 late payment fee to Your account.

Additional Fees

7.17. We may also charge You for other reasonable costs incurred by us. These include:

7.17.1. visiting Your property if We have already offered or tried to contact You by letter, phone or email, and You have refused or failed to do what We have asked You to do to meet these terms;

7.17.2. where You interfere with Your meter or steal water; or

7.17.3. the reasonable costs that We incur if You choose to pay Your fees by bank transfer or cheque; or

7.17.4. the reasonable costs that We incur for processing Your payment if You choose to pay Your fees by credit card; or

7.17.5. the reasonable costs We incur for sending Your bills via post instead of electronically.

7.17.6. All Our prices and other charges are affected by UK tax or, if applicable, duty, including VAT at the appropriate rate.

8. Payment

8.1. Where We are providing Services to You, We may ask You to make an advance payment for one Month of the Services. Your rights to a refund on cancellation are set out in Clauses 13 and 14.

8.1.1. If You sign up after Your contract has started, Your first payment will be taken either 10 Working Days or seven (7) Working Days after the sign-up date depending on Your payment method.

8.1.2. Your first payment may include a catch-up payment for any months missed by a delayed or late sign-up.

8.1.3. After Your initial payment, all remaining payments will be scheduled on the first (1st) of each month unless We agree otherwise in writing.

8.2. If You do not make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at the rate of three (3) percentage points per year above the Official Bank Rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay Us interest together with any overdue amount.

8.3. If after discussions You are unable to pay Our fees or You do not contact Us if You are unable to make Your payments, We reserve the right to instruct debt collection agents to collect the outstanding fees on Our behalf. Should this take place, You will have to pay an extra amount to cover the reasonable costs of the debt collection agents with the applicable VAT.

8.4. If, however, You dispute an invoice amount in good faith and contact Us to let Us know promptly, this Clause will not apply for the period of the dispute as long as You are regularly in touch with Us to resolve the dispute.

8.5. Where multiple Customers share a tenancy at a Property and one Customer ends their tenancy at that Property after the Initial Cancellation Period, it is the responsibility of all Customers (departing and remaining Customers) to inform Us immediately and no later than 30 days after ending their tenancy. It will be the departing Customer's responsibility to continue paying their Fees to Us unless:

8.5.1. The remaining Customer(s) at that Property agree to pay the departing Customer's proportion of the Fees and inform Hour of their intention to do so; or

8.5.2. A replacement Customer agrees to take over the tenancy at that Property under these Terms and those of the Order contract to continue paying Our Fees; or

8.5.3. The Customer provides proof of their tenancy termination. Proof can include confirmation from the landlord/letting agent or a tenancy agreement amendment/cancellation document.

8.5.4. In either situation, We will notify all other Customers continuing to pay for Services in writing of any changes of this nature.

8.6. We reserve the right to withhold the Deposit or proportion of Deposit from the departing Customer until such amendments to payment are agreed in writing.

8.7. If Your agreed scheduled payment fails, We reserve the right to continue to attempt the payment until successful or an alternative schedule is put in place.

9. Third-Party Finance Providers

9.1. Any Third-Party Finance Provider will be supplied with and required to accept these terms and any Order contract agreed with the Customer on whose behalf they are paying.

9.2. The effect of Clause 9.1 is to make all terms applicable to the Customer apply to their Third-Party Finance Provider.

9.3. We refer to Clauses 1.4 and subclauses 1.4.1-1.4.3 for clarity regarding payment liability in the event that a Third-Party Finance Provider fails to pay Us.

10. Property Owner as Customer

10.1. If a Customer is the Owner of the Property and is paying fees on behalf of Tenants, they must ensure that their Tenants comply with these terms and those of any Order contract under which We agree to provide Utilities and Services.

10.2. If the Customer is an appointed agent of the Property's Owner, they must confirm to Us in writing that they have full authority to enter into contracts on behalf of the Property's Owner for Services.

11. Our Liability To You

11.1. If We fail to comply with these Terms, We are responsible for foreseeable loss or damage that You suffer as result of Our breach of the Terms. We are not responsible for any unforeseeable loss or damage. Losses or damages are foreseeable if they are an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into this contract.

11.2. If We are providing Services to Your Property, We will make good any damage to Your Property

caused by Us in the course of installation or performance of Services. We are, however, not responsible for the cost of repairing any pre-existing faults or damage to Your Property that We discover in the course of installation and/or performance of Services by Us.

11.3. We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption or loss of business opportunity howsoever or wheresoever arising.

11.4. We do not exclude or limit in any way Our liability for:

11.4.1. Death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; or

11.4.2. Fraud or fraudulent misrepresentation; or

11.4.3. Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

11.4.4. Breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); or

11.4.5. Defective products under the Consumer Protection Act 1987.

12. Events Outside of Our Control

12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control and reserve the right to update our prices where these events occur.

12.2. An Event Outside Our Control is defined as any act or circumstance which is beyond Our reasonable control, including without limitation, any act of God, the public enemy, strike, lock-out or other industrial action, civil commotion, public demonstration, sabotage, act of vandalism, blockade, riot, invasion, insurrection, terrorist attack or threat of terrorist attack, war declared or undeclared, or threat or preparation for war, fire, lightning, explosion, storm, flood, drought, earthquake, subsidence, epidemic or another natural disaster, an unforeseen increase in wholesale energy costs beyond ordinary volatility or failure of public or private telecommunications networks.

12.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

12.4. We will contact You as soon as reasonably possible to notify You; and

12.5. Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

12.6. You may cancel the contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Services. Please see Your cancellation rights under Clause 13. We will only cancel the contract if the Event Outside Our Control continues for longer than 30 days in accordance with Our cancellation rights in Clause 14.

13. Your Rights to Cancel and Applicable Refund

13.1. Before We begin to provide the Services, You have the following rights to cancel an Order for Services, including where You choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under Clause 4.1 to Your material disadvantage:

13.2. You may cancel any Order for Services within 14 calendar days of placing an Order by contacting Us through Our Help Centre page on Our website. We will confirm Your cancellation in writing to You.

13.3. If You cancel an Order under Clause 13.1 and You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You within 14 days of receiving Your cancellation notification.

13.4. However, if You cancel an Order for Services under Clause 13.1 and We have already started work on Your Order or if We are already providing Services by that time, You will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to You or, if no refund is due to You, invoiced to You. We will tell You what these costs are when You contact Us. However, where You have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), You do not have to make any payment to Us.

13.5. After 14 calendar days of placing, signing and Ordering a contract with Us, Your Initial Cancellation Period will end.

13.6. After the Initial Cancellation Period and once We have begun to provide Services to You, You may cancel the contract for the Services at any time by providing Us with at least 30 calendar days' notice in writing. Any advance payment You have made for Services that have not been provided will be refunded to You.

13.7. If You end this contract within the Minimum Term but after the cancellation period, there will be a £30 cancellation fee per service per Tenant.

13.8. Once We have begun to provide the Services to You, You may cancel the contract for Services with immediate effect by giving Us written notice if:

13.8.1. We break this contract in any material way and We do not correct or fix the situation within 30 days of You asking Us in writing; or

13.8.2. We go into liquidation or a receiver or an administrator is appointed over Our assets; or

13.8.3. We change these Terms under Clause 4.1 to Your material disadvantage; or 13.8.4. We are affected by an Event Outside Our Control.

13.9. If after You cancel or terminate a contract under these Terms and those of any Order, it becomes apparent that You are in debit to Us, We reserve the right to withhold any Deposit paid to Us and to demand payment of the balance for Fees relating to Services (or a proportion of the Services) We provided to You. Conversely, if You are in credit after the cancellation or termination of an agreement to provide Services, We will refund the amount within 30 days.

13.10. If every Tenant in the contract would like to move out early, We will need written consent from the landlord or letting agency that You are no longer responsible for the bills at the property. We will also require written confirmation from each contract holder that they would like to terminate the contract early.

14. Our Rights To Cancel

14.1. We may have to cancel an Order before the start date for the Services due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact You if this happens.

14.2. If We have to cancel an Order under Clause 14.1 and You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.

14.3. Where We have already started work on Your Order for Services by the time We have to cancel, You will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to You or, if no refund is due to You, invoiced to You. We will tell You what these costs are when You contact Us. However, where You have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), You do not have to make any payment to Us.

14.4. If we decide to cancel your Order, We will not charge You anything for Services you have not been supplied with.

14.5. Once We have begun to provide the Services to You, We may cancel the contract for the Services at any time by providing You with at least 30 calendar days' notice in writing. If You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.

14.6. We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

14.6.1. You do not pay Us when You are supposed to as set out in Clause 8.3. This does not affect Our right to charge You interest under Clause 8.2; or

14.6.2. You break the contract in any other material way and You do not correct or fix the situation within 14 days of Us asking You to do so in writing.

14.7. If after We cancel or terminate a contract under these Terms and those of any Order, it becomes

apparent that You are in debit to Us, We reserve the right to withhold any Deposit paid to Us and to demand payment of the balance for Fees relating to Services (or a proportion of the Services) We provided to You. Conversely, if You are in credit after the cancellation or termination of an agreement to provide Services, We will refund the amount within 30 days.

15. Contacting Hour

15.1. If You have any questions or complaints, please contact Us. You can do so by emailing Us at billing@housrapp.uk.com or by phone at 0161 2585529 (Monday-Friday, 9am-5pm)

15.2. If You wish to contact Us in writing, or if any Clause in these Terms requires You to give Us notice in writing (for example, to cancel the contract), You can send this to Us by email, by hand or by pre-paid post to:

*Housr Living Ltd,
8 Lower Byrom St,
Manchester,
M3 4AP*

15.3. Any such notice shall only be deemed effective once it is received.

15.4. We will confirm receipt of this by contacting You in writing. If We have to contact You or give you notice in writing, We will do so by email, by hand or by pre-paid post to the address You provide to Us in your Order.

16. Data Protection and Use of Your Information

16.1. We will use the personal information You provide to Us to:

16.1.1. Provide the Services;

16.1.2. Process Your payment for such Services;

16.2. You agree that We may pass Your personal information (or those of Your Third-Party Finance Provider) to credit reference agencies and that they may keep a record of any search that they do.

16.3. You consent under these Terms to Us passing Your personal details to third parties within the UK who may be able to assist You with additional relevant services. This does not affect Your statutory rights to object to this, provided You communicate this to Us in writing when making an Order contract or thereafter.

16.4. More details of Our data protection policy can be found [here](#).

17. Token Meter Usage for Fees

17.1. Certain Properties may still be using Token Meters to calculate Utility or Service usage. Generally, We do not cover utilities provided by token meters, so if Your house has a token meter, We will remove it from Your payment plan. In extenuating circumstances where We cover the use of a token meter, You

will be provided with a means to make prepayments. You must keep the relevant payment device provided by Us safe. Failure to do so may result in additional costs and fees for You to replace the payment device.

17.2. It is the Customer's responsibility to ensure that they maintain sufficient credit on their Token Meter for their usage of Utilities and Services.

17.3. At the end of Your Order contract with Us, We reserve the right to retain any excess credit to cover outstanding Fees You owe. Should there be any excess credit on Your meter account, We will refund this to You without request.

17.4. You are obligated to inform Us if You have a prepayment or token meter within Your property as it can affect Our ability to supply Your services.

18. Contract Energy Allowance

18.1. We will make every effort to send notifications if You go over Your energy allowance and provide You with handy energy-saving tips. Please note that We are not liable for energy usage within properties, and the ultimate responsibility for energy usage lies with the Customer. A usage breakdown for the property is available to all Customers in their online account, and it is the Customer's responsibility to monitor their usage appropriately.

18.2. If Your property has multiple meters for the same service, it may lead to Your online usage graphs becoming inaccurate. If this is true of Your property, You will need to request an update from Our customer service team about Your energy usage.

18.3. We may change Your monthly payments for gas and electricity if We notice that You are using or are likely to use a different level of energy than was estimated at the start of Your contract.

18.4. We encourage You to submit regular meter readings throughout the year. Based on these readings, We will be better able to monitor Your usage and inform You whether You are under or over the allowance covered in Your payment plan. Failure to do this may result in missed warnings.

19. Meter Readings

19.1. The purpose of Smart Meters is for both You and Us to review the usage of Services and ensure accurate readings. However, even where a smart meter is installed, regular meter readings will still need to be sent to us.

19.2. Likewise, We will collect information from Your Smart Meter and You agree that We can obtain and record as necessary to manage Your Utilities usage. We will use these readings as a basis to calculate and charge Fees.

19.3. If a Property does not have a Smart Meter installed and We believe it is necessary, We will bear the cost of installation through use of Our Agents/Engineers. If there is no Smart Meter installed and the Customer desires this, We may add this additional cost to Your Fees, subject to discussion and

agreement with You.

19.4. In some cases, We are unable to receive readings from Your smart meter. We will do our best to contact You and request readings in this instance. If this is the case, You are required to submit readings to ensure accurate billing.

19.5. You are obligated to supply meter readings at the start, end and at monthly intervals throughout Your contract. If We do not receive readings, We will use estimates to determine Your energy usage.

19.6. We will do Our best to notify You when We require readings. We will also attempt to send field agents to collect Your readings.

20. Deemed Contracts

20.1. A Deemed Contract is a statutory contract between You and Us, which is deemed to exist because We supply Services to a property of which you are the Tenant or Owner when You have not actively agreed to that Service by us.

20.2. This includes when You do not take any action to move supplier at the beginning of Your occupation of the Property or at the end of Your agreed Order with Us.

20.3. In such instances, an Order will be deemed to be between Us and a Tenant or the Owner until We are contacted by another Customer.

20.4. If Your previous contract period expires and We continue to supply energy to Your property, a new deemed contract will be formed between us. The deemed contract will be charged at the prevailing standard variable tariff until We agree on new contract terms.

20.4.1. Any direct debits will not be transferred to Your new contract until we get further confirmation that You would like to continue to pay via direct debit. You will be required to pay on receipt of Your invoices.

20.4.2. The deemed contract does not include bill splitting services, and all tenants using or consuming energy in the property will be held jointly liable for all energy invoices. If the property is unoccupied, the owner will be held liable.

21. Final Statements

21.1. Upon completion of the tenancy, You are entitled to request a final statement outlining Your property's total usage for the year and reconciling this with payments that You have made. We will make every effort to complete this process within three (3) months of the request; however, We reserve the right to extend this time in a manner We deem appropriate in relation to Our business.

This includes but is not limited to:

21.1.1. The late receipt of bills from suppliers;

21.1.2. Missing or disputed meter readings;

21.1.3. Intervention from a third-party representative/ombudsman;

21.2. All customers will receive a final statement but requests will be prioritised.

21.3. Unlimited Plan Customers will receive a final statement which will reconcile their monthly payments against the contracted payment total.

21.3.1. Statements may include cost for missing equipment, late payment fees or missed appointment fees.

21.4. Any amount requested on the final statement will be automatically scheduled on Your account using Your payment method after the statement has been issued.

21.4.1. If You would like to request a payment plan, We will require i) one proof of forwarding address (e.g. a utility bill or bank statement) and ii) one copy of photo identification (e.g. a driving licence or passport).

22. Complaints

22.1. As part of Our commitment to providing high-quality customer service, We endeavour to deal with any complaints submitted to Us in writing in a fair and expedient manner.

22.2. You can raise a complaint via email, phone, letter or by completing the complaints form on Our website. We will aim to respond to Your complaint within five (5) Working Days.

22.3. We will record Your complaint and any resolutions We have reached on Your account. If We need any further information from You, We will be in touch within five (5) Working Days to request this.

22.4. Once We have initially responded to Your complaint, You are free to contact Us about any questions or if You are unhappy with Our response.

22.5. If We do not hear back from You within seven (7) Working Days following Our proposed remedy, We will follow up with You. If We haven't resolved the complaint to Your satisfaction after eight (8) weeks, We will write to You again. You will then be able to escalate Your complaint to the Ombudsman Services: Energy if You wish. If You have any questions about this, please do not hesitate to get in touch.

22.6. We will provide You with one or more of the following outcomes:

22.6.1. An explanation of Your account and what has happened

22.6.2. An apology for any errors on Our side

22.6.3. Compensation applied to Your account

22.6.4. Remedial action of any errors on Your account.

22.7. You may feel You need extra support with Your complaint, so You can contact Citizens Advice Consumer Service (CACS) or the Extra Help unit (EHU) for independent, impartial and free advice. If You are a domestic customer, You can contact CACS/EHU at any point of the complaints process.

Citizens Advice Consumer Service contact details:

Phone: 0808 223 1133

Website: www.citizensadvice.org.uk/energy

22.8. If after eight (8) weeks from the start date of Your complaint, You are unhappy with our resolution, You may escalate Your complaint to the Ombudsman Services: Energy.

22.9. Alternatively, if We have told You there is no further action We can take on Your account, We will issue You a deadlock letter and You can take this to the Ombudsman Services: Energy.

22.10. The Ombudsman Services: Energy is a free and impartial service who aid in the impartial resolution of customer complaints.

Ombudsman Services contact details:

Phone: 0330 440 1624

Post:

Ombudsman Services: Energy

PO Box 966

Warrington

WA4 9DF

Email: osenquiries@os-energy.org

Website: www.ombudsman-services.org

23. Additional Important Terms

23.1. We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Terms.

23.2. You may only transfer Your rights or Your obligations under these Terms to another person if We agree in writing.

23.3. This contract is between You and Us. No other person shall have any rights to enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.

23.4. When You take Our water service, You agree that You authorise Us to act on Your behalf with the water and sewerage suppliers from the requested start date until either the service or these terms end.

23.5. We will register Your property with the relevant water and sewerage suppliers and pay for Your water and sewerage at Your property from the requested start date until either the service or these

terms end.

23.6. The owner of the property is responsible for any supply or quality issues at Your property, including repairing and maintaining Your part of the water service piping.

23.7. You agree to comply with the standard terms and conditions of the water and sewerage supplier(s) that supply Your property with water and sewerage. If You have any queries, please contact Us at any time.

23.8. Each of the paragraphs and clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs and clauses will remain in full force and effect.

23.9. If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

23.10. These Terms and the terms of any Order contract are governed by the laws of England and Wales. Both Parties to this Agreement agree to submit to the non-exclusive jurisdiction of the England & Wales courts. However, if You are a resident of Northern Ireland, You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.

23.11. To prove that a tenant is liable for billing over a period of time, a Tenancy Agreement alone will not suffice. We need the full tenant name, Date of Birth, Mobile phone number, email address and alternative physical address. Should this information not be provided, We will hold the landlord responsible for the duration of the period.

24. Energy Tariffs

All of Our energy prices are quoted in pence per day or per KWh and include VAT.

24.1. These tariffs are variable and valid for contracts starting on or after 10th February 2024. If there is a change in tariff within the following 12 months, the customer will be given 30 days' notice.

DOMESTIC GAS TARIFF (pence)

24.2. This tariff applies to customers joining Hourr via Our website or through one of our agent partners.

DOMESTIC ELECTRICITY TARIFFS (pence)

24.3. This tariff applies to customers joining Hourr via Our website or through one of our agent partners.

No. Tenants	Electricity (kWh)	Gas (kWh)
1	2100	10400
2	2300	11960
3	2700	14950
4	3200	18200
5	4200	20150
6	5181	23441.6
7	6186	25664.6
8	7228	28720.9
9	8052	32522.1
10	8861	34030.1
11	9852	37590.8
12	10832	41152.8

25. Unreasonable Usage Terms for Unlimited Contract

25.1. The purpose of this policy is to ensure the utilities at the property are not used for the following purposes:

- 25.1.1. Non-Domestic
- 25.1.2. Commercial
- 24.1.3. Industrial
- 25.1.4. Re-Selling Purposes

25.2. If in Our opinion You are using Your utilities for any of these reasons or that the Usage is irresponsible and/or negligent, We may ask You to moderate Your Usage.

25.3. Customers signing up for an unlimited package are obliged to sign up using the correct number of bedrooms in the property, regardless of the number of tenants within that property.

25.4. If, upon investigation, Housr finds an unlimited customer has signed up using an incorrect number of bedrooms for a property, Housr reserves the right to backdate additional charges to the start of the contract to correct underpayment.

Electricity & Gas

25.5. Our Unreasonable Usage figure has been determined using the Ofgem Typical Domestic Consumption Values, published April 1st, 2020.

25.6. Typical Domestic Consumption Values (TDCVs) are industry standard values for the annual gas and electricity usage of a typical domestic consumer.

Water

25.7. Your water allowance is a monetary value. This has been calculated using the average metered water usage per person, as calculated by the Consumer Council for Water. The Consumer Council for Water is a non-departmental public body whose sponsor department is Defra. CCWater is independent of both the regulator, Ofwat, and the water companies.

25.8. This Clause only applies to properties with a water meter (about 50% of the UK housing stock). Rateable values are fixed and therefore any charges cannot be classed as over-usage. For more information on the difference between meters and rateable values, please see our FAQs.

25.9. Water charges vary massively around the country, but We will only issue additional charges if Your water bill is >25% higher than the Hourly payment plan charges (per annum).

25.10. Unlimited package customers will be warned when they exceed the unreasonable usage policy and will be contacted to discuss their payment plan options to avoid paying for additional usage at the end of their contract.

25.11. Any usage exceeding the Unreasonable Usage Policy laid out above will be charged to You at the end of Your tenancy. For energy, this will be charged at the location-specific energy price cap level of the time. For water, an additional monetary value will be added.

26. Third-party Suppliers

It may be necessary for Us to pay third-party suppliers on Your behalf to ensure full coverage of utility services during Your contract period. If We need to pay third-party suppliers on Your behalf, these are the terms which apply:

27.1. We will cover the cost of any third-party supplier invoice from Your contract start date up until the date We started supplying Your energy.

27.2. You are required to send via email/post any and all third-party invoices to Us.

27.2.1. If We do not receive a full copy of the third-party invoice, We may charge You the exact amount of the invoice split between any members of the contract.

27.2.2. We do not accept any late payment fees which have accrued in periods in which We have not received the invoices.

27.3. We will only cover the cost of gas and electricity within Your contract dates.

27.4. If the third-party invoice requested payment far in excess of payments made to Us, We may decide to either: not pay the invoice, request further payment from You or apply the charge in full to Your final statement before We make the payment on Your behalf.