

TERMS AND CONDITIONS OF SERVICE (Cosigner)

On acceptance of these Cosigner Terms and Conditions and the Applicants acceptance of the relevant Terms and Conditions, taken together shall constitute one and the same agreement (Service Agreement).

Housing Hand will rely on Your and the Applicants joint and individual assurances within each of the terms and conditions when providing its services to You and the Applicant.

Fees paid to secure Our services have been made on Your and/or Applicants behalf, notwithstanding that such payments may have been made in full by one party only.

We understand the Service Agreement meets your requirements to facilitate the Applicants reservation and occupation of the property which is the subject of the Tenancy Agreement

These Terms and Conditions set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities;

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

- sending an email to customerservice@housinghand.co.uk; 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: Timsons Business Centre, Bath Road, Kettering, Northants, England, NN16 8NQ.

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:

'Applicant' means the person using our site to buy a guarantor services from us.

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

'Charges', means additional fees which will become payable for late or failure to make payment.

'Fee' means the fee payable by the Applicant for our services.

'Landlord' means owner of the property 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.

'Service Agreement' means the contractual agreement between us (Housing Hand) and the Applicant and you the cosigner whereby the Applicant and the cosigner has agreed **(a)** to pay us a fee for our services **(b)** comply with their obligations under the Service Agreement and the Applicant under the Tenancy Agreement and **(c)** pay us for any losses incurred by us (or our insurers) while carrying out our services. We have agreed to carry out our services in accordance with clause 5 of these terms and conditions.

'Tenancy Agreement' means the Assured Shorthold Tenancy or Licence for the property the Applicant wishes to occupy.

'Us' or **'Our'** means Housing Hand Limited; and

'You' or **'Your'** means an individual who has agreed to reimburse us for all losses if the Applicant fails to comply with their obligations under the Service Agreement or Tenancy Agreement..

1 Introduction

- 1.1 As a cosigner for the Applicant, you agree to be legally bound by these terms and conditions.
- 1.2 These terms and conditions apply only if you are acting as a consumer (i.e., for purposes outside of your business, craft or profession).
- 1.3 The terms and conditions are only available in English. No other languages will apply to these terms and conditions.

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;
 - 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** which is available on our website.
- 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 How we contract with you.

- 4.1 Below, we set out how a legally binding contract between you and us is made.

- 4.1.1 The Applicant completes our online application form and informs us they would like to appoint you as their proposed cosigner, providing your details
- 4.1.2 Once you have read and accepted these terms and conditions by clicking the link below, we will proceed to finalise the Applicants order for our services.
- 4.2 We will let you know when the Applicants order is complete and you have been accepted as the Applicants cosigner by sending you and the Applicant an email confirming the details and cost of the service(**confirmation email**).
- 4.3 Once you have received the confirmation email from us:
 - 4.3.1 a legally binding contract will be in place between you and us; and
 - 4.3.2 we will commence our services for the Applicant.
- 4.4 If we are unable to finalise the Applicants order, you will receive notification from us.

5 Our Obligations

- 5.1 In consideration for Your assurances to meet your obligations under these terms and conditions and the fees which are paid by You or on your behalf by the Applicant, we have agreed to provide you with the benefit of our services by entering into a guarantor deed/agreement with the Landlord commencing at the date of the tenancy and expiring at the end of the contractual fixed term (initial fixed term):
- 5.2 Our guarantee services may continue beyond the initial fixed term tenancy into an extended period if:
 - a) our services are renewed for a further fixed term and our fees are paid;
 - b) no further fixed term is entered into with the Landlord but the Applicant remains in the property and our fees continue to be paid.
- 5.3 Under such circumstances, the benefit of our service to you will continue for the further extended period as will your assurances to meet all obligations under these terms and conditions.
- 5.4 These terms and conditions will continue to apply for the entire duration of our service to you (initial and extended periods).

6 Cosigners Obligations

- 6.1 You irrevocably and unconditionally undertake and guarantee to us that whenever the Applicant does not pay any amount when due in respect of their obligations under the Service Agreement or Tenancy Agreement, you will pay, immediately on demand, as if you were the principal obligator
- 6.2 You, as principal obligator and as a separate and independent obligation from your obligations and liabilities under clause 6.1, agree to indemnify and keep indemnified us in full, immediately on demand, from and against all losses, claims, damages and liabilities for any reason or any failure of the Applicant to perform or discharge at any time of their obligations or liabilities under the tenancy agreement and/or service agreement with us.
- 6.3 The following procedures will apply in relation to any breach of the Service Agreement or Tenancy Agreement by the Applicant::
 - 6.3.1 as soon as reasonably practicable after any such breach by the Applicant, we will give written notice to you specifying details of the breach and losses (**Claim**). Within 28 days of being so notified you may assume control of the Claim and settle any Losses by contacting us at defaults@housinghand.co.uk. We have absolute discretion to accept or reject any proposal of settlement made by you.

6.4 If you do not provide us with a response and agree to settle the Losses in accordance with 6.3.1, we shall have the right to deal with the claim in such manner as we may deem appropriate which may incur further losses and include legal action against you and the Applicant to recover any all such losses incurred by us.

7 Arrangements with the Applicant

7.1 You hereby acknowledge that, without releasing or reducing or otherwise adversely affecting your liability, we may, at any time and without any further consent from you:

7.1.1 extend our services to the Applicant;

7.1.2 allow time, indulgence, waiver or concession to the Applicant or any other co-tenant or agree, renew, vary, waive, extend, compromise, novate, replace, supplement or end any arrangements with, or any right or remedy against the Applicant or any co-tenant in connection with the Applicants liabilities;

7.1.3 settle with or release from liability the Applicant or any other co-tenant in respect of the whole or part of the Applicant's liabilities;

7.2 Your liability under these terms and conditions shall not be reduced, discharged or otherwise adversely affected by:

7.2.1 any insolvency, bankruptcy, liquidation, administration, winding up, dissolution, incapacity, limitation or disability

7.2.2 the death or incapacity (whether mental or physical) or any notice of death or incapacity;

7.2.3 any claim or enforcement of payment from the Applicant or any other co-tenant;

7.2.4 any unenforceability, illegality, invalidity, irregularity or frustration of the Applicant or any co-tenant;

7.2.5 any act or omission which would not have discharged or affected your liability had you been a principal debtor instead of a cosigner or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge you or otherwise reduce or extinguish your liability under these terms and conditions.

7.3 We shall not be obliged, before taking steps to enforce any of our rights and remedies under these terms and conditions to;

7.3.1 take any action or obtain judgement in any court against the Applicant or any co-tenant;

7.3.2 make or file any claim in bankruptcy or any other insolvency action in respect of the Applicant or any co-tenant;

7.3.3 make demand, enforce or seek to enforce any claim, right or remedy against the Applicant or any co-tenant;

8 Capacity to contract

8.1 You will remain liable under these terms and conditions regardless of whether:

8.2 the Applicant has the capacity to incur liabilities and/or

8.3 you have the capacity to enter into these terms and conditions.

9 Liability for Co-tenants.

- 9.1 Where the Applicant is more than one person, for example where there are a number of tenants named under the tenancy agreement (co-tenants):
- 9.2 The Applicants liabilities under the Service Agreement includes those liabilities of their co-tenants (joint and several liabilities). Reference to the Applicant are to them together and separately;
- 9.3 These terms and conditions give us the same rights as if it were a separate contract with you for the Applicant and their co-tenants.
- 9.4 We may release you from liability for any one of the Applicant and/or co-tenants without reducing or releasing your liability for the others.

10 Right to cancel

- 9.1 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 and the Applicant request us to start providing the services during the cancellation period and we have entered into a guarantor deed or agreement in respect of the Applicants 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 via 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. 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 and the Applicant have asked us to do so, in such circumstances, 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 the Tenancy Agreement. For the avoidance of doubt, if the Applicant asks us to reserve the accommodation on their behalf or secure their move in date by commencing Our services, You agree that will amount to a waiver of the 14 day cancellation period.
- 10.7 This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e sent our confirmation email and entered into the Guarantor deed/agreement) during this period, you lose your right to cancel.
- 10.8 This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this page. See also clause 14 below.

11 Effects of cancellation

- 11.1 If you cancel this contract within the 14-day cancellation period, the following must be paid:
- 11.1.1 the full price of this contract together with 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 the Applicants Landlord has agreed to release the Applicant from the tenancy we will terminate the contract as at the date we receive confirmation from the Landlord 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, no further payments will be required to be made.

- 11.2 For the avoidance of doubt, this contract cannot be cancelled by you once we have started to provide our services and the Landlord 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 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, 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
- 13.2 email
- 13.3 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.
- 13.4 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 Faulty services

- 14.1 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.
- 14.1.1 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.
- 14.2 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.
- 14.3 If the services we have provided to you are faulty, please contact us using the contact details at the top of this page.

15 Termination and end of the contract

- 15.1 You cannot end this contract during the initial fixed term of the tenancy (subject to your rights of cancellation) unless the Applicants landlord has provided us with written confirmation that they have released us from any further obligation under the guarantor deed/agreement and you or the Applicant do not owe us any monies for losses;
- 15.2 You cannot end this contract if the Applicant has entered into an additional further fixed term tenancy unless the Applicants landlord has provided us with written confirmation that they have released us from any further obligation under the guarantor deed/agreement and You or the Applicant do not owe us any monies for losses;
- 15.3 In the event the initial fixed term has expired but the Applicant remains in occupation of the property without entering into a further fixed term with their landlord, the Applicant can give two months' notice of termination of

the Service Agreement provided the Applicant has vacated the property and no losses are outstanding to us: Under such circumstances you contract with us will automatically cease at the same time.

- 15.4 You should note, this agreement and your liabilities to reimburse us for any losses will remain enforceable at all times the Applicant remains liable under the Tenancy Agreement/Service Agreement and we continue to remain liable as guarantor.

16 Miscellaneous

- 16.1 You consent to disclosure by us and any of our agents of any information about you, these terms and conditions and the Applicants liabilities to:

16.1.1 The Applicant;

16.1.2 Any person whom we propose to sell, novate, assign or transfer, or has sold, novated, assigned or transferred, all or any of its rights, benefits and obligations under these terms and conditions;

16.1.3 Any person with whom we propose to enter, or has entered, into any arrangement in respect of these terms and conditions; or

16.1.4 Any other person, if required or permitted by law to do so.

- 16.2 You shall, from time to time, on request from us, provide us with such information as we may reasonable require about your financial position;

- 16.3 Any amendments to these terms and conditions shall be in writing;

- 16.4 Any waiver of any right or consent given under these terms and conditions is only effective if it is in writing and signed by the waiving or consenting party and shall only apply to circumstances of which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision. No delay or failure to exercise any right under these terms and conditions shall operate as a waiver of that right. No single or partial exercise of any right under these terms and conditions shall prevent any further exercise of the same or any other right under these terms and conditions. Rights and remedies under these terms and conditions are cumulative and not exclusive of any rights or remedies provided by law or otherwise.

- 16.5 The invalidity, enforceability or illegality of any provision (or any part of a provision) of these terms and conditions under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17 No Reliance

- 17.1 You confirm that, in entering these terms and conditions you:

17.1.1 have not relied on any representation made by or on behalf of us or on any written statement, advice, opinion or information given to you in good faith by or on behalf of us;

17.1.2 have been and will continue to be solely responsible for making your own independent appraisal and investigation of all risks arising under or in connection with these terms and conditions.

18 Notices

- 18.1 Your postal and email address for any communication, demand or document to be made or delivered in connection with these terms and conditions is that which has been provided to us during this application (or any substitute address you may notify to us in writing from time to time)

18.2 Any communication demand or document made or delivered by us to you under or in connection with these terms and conditions will be effective upon the earlier of (a) immediately upon transition of an email (b) being left at the relevant address provided to us during this application.

19 Limitation on our liability

19.1 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:

19.1.1 losses that were not foreseeable to you and us when the contract was formed;

19.1.2 losses that were not caused by any breach on our part;

19.1.3 business losses.

Third party rights

19.2 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.

19.3 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 Disputes

21.1 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.

21.2 Our **Complaint Handling Policy** can be accessed on our website.

21.3 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.

22 Severability

22.1 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.

23 Law and Jurisdiction

23.1 English law governs these terms and conditions and the English courts have exclusive jurisdiction.

23.2 You irrevocably submit to the jurisdiction of the English Courts and irrevocable agree that a judgment, decree or ruling in any proceedings in connection with these terms and conditions in those courts will be conclusive and binding on you and may be enforced against you in the courts of any other jurisdiction. If you are contracting as a consumer, nothing in this clause will affect your statutory rights.