

Terms of Use

These terms (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.homehunt.co.uk (our site) and our services, whether as a visitor or a registered user (whether via a guest registration or full registration). Please read these terms of use carefully before you start to use the site and our services. By using our site and/or registering for any services, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site and our services.

INFORMATION ABOUT US

Homehunt.co.uk is a site operated by Housing Partners Limited (we or us). We are registered in England and Wales under company number 04667857 and we have our registered office at Whittington Hall, Whittington Road, Worcester, Worcestershire, WR5 2ZX.

ACCESSING OUR SITE AND SERVICES

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

From time to time, we may restrict access to some or all parts of our site and/or services.

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

HomeHunt.co.uk services are only available to persons who are capable of forming a legally binding contract and only to persons resident in the United Kingdom.

REGISTERING - INFORMATION FOR APPLICANTS

Use of the Service is governed by the Terms and Conditions (as amended from time to time) which consist of:

- Terms and conditions – terms of use
- Privacy Policy (this incorporates information on how we use Cookies)

These documents, which can be found on our website at www.HomeHunt.co.uk/Terms-of-Use and www.HomeHunt.co.uk/Privacy, constitute the entire agreement between us and any tenant user of HomeHunt (“the Terms and Conditions”). Please read these Terms of Use carefully before you start to use this website. By using the Service and/or registering to use

the Service you agree to be bound by these Terms of Use. If you do not agree to these Terms Of Use, please refrain from using the website.

You may need to register with HomeHunt.co.uk before you can use our services. You will need to complete a full registration with HomeHunt.co.uk before you can apply for a home. When you register you will be required to complete a Registrant Registration Form to help our partner Landlords and Local Authorities determine eligibility and qualification for the properties advertised by us or them. This registration form will require you to provide various details, including your name, address and date of birth, as well as (in the event that you are completing a full registration form in order to apply for a home) the names and dates of birth of everyone who will move with you. In the event that you are completing a full registration in order to apply for a home, you will also be asked to sign a few simple statements to confirm that you believe you are eligible for social housing.

Once fully registered, you can apply for any property that is advertised via the site (as long as the property is suitable and there are no restrictions on you applying stated in the advertisement).

If you have registered to use HomeHunt, we will suspend your account 12 months after your last login. Suspended accounts can be re-enabled using the lost password functionality. We will keep your data for 24 months (the retention period) after your last login. This retention period enables the HomeHunt website to re-present you with your information if you decide to try the service again after you have stopped using it. This will avoid a tenant registrant having to complete all their registrant details again.

After the elapse of the retention period, your data will be deleted or anonymised.

When you see an advert for a property you are interested in, you will need to apply before the closing date and time specified in the advert. You can apply for as many advertised properties as you wish at any one time. However, you may be made more than one offer at the same time by one or more landlords. It is very important that you accept the offer of your choice and refuse other offers made for properties you do not want to accept. If you have an open offer of a property on your application, you may not be made other offers by other landlords.

We, or the landlord should the application be made directly to them, in our sole discretion reserve the right not to process your application. In the event that your application is rejected by us for any reason, we will endeavour to notify you as soon as possible.

PARTNERING WITH OUR SITE AND SERVICES - INFORMATION FOR LANDLORDS AND LOCAL AUTHORITIES

You will need to complete a Landlord Participation Form before you are able to upload property details to the site. If your application is successful we will send you notification confirming the details of your application and details of the Landlord Participation Agreement.

Annual charges for the use of the services on the site by Landlords are dependent on the number of social housing properties owned by or under the management of the individual Landlord. Please contact HomeHunt.co.uk for a personalised quotation. We will occasionally offer discounts to partnering organisations including those who are part of a group or where a number of landlords are already co-operating, where more than one becomes a member partner of HomeHunt.

PASSWORDS

If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user name or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

RELIANCE ON INFORMATION POSTED

Our service is limited to providing an online platform for our partnering organisations to advertise the housing options they have available to potential applicants. We make no guarantee that any applicants will be matched with any accommodation leading to a successful move.

While we endeavour to ensure that the information on the site is correct, this information is provided by third parties and we do not warrant the accuracy and completeness of the material or images on the site or that it is up to date. Nor do we verify the existence, suitability or condition of any of the properties detailed on the site. We may make changes to the material on the site at any time without notice.

We disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

AGREEMENTS / TRANSACTIONS CONCLUDED THROUGH OUR SITE

Tenancy agreements, contracts for the provision of any services or information formed through our site or as a result of visits made by you are governed by your agreement with the applicable social housing provider or third party.

OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

(a) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

(b) Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any property detailed on it, websites linked to it and any materials posted on it, including, without limitation any liability for: (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits or contracts; (iv) loss of anticipated savings; (v) loss of data; (vi) loss of goodwill; (vii) wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Notwithstanding the foregoing, none of the exclusions and limitations in these terms are intended to limit any rights you may have as a consumer under English law and does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

POSTED MATERIAL AND CONDUCT

Other than personal data, which is covered under our privacy policy (available at <https://www.homehunt.co.uk/privacy>), any material you transmit or post to the site shall be considered non-confidential and non-proprietary.

You are prohibited from posting or transmitting to or from the site any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- (b) for which you have not obtained all necessary licences and/or approvals; or
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party (including but not limited to copyright, database right or trade mark right), in any country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- (e) which is in any way misleading or inaccurate or is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

You also agree not to:

- (a) reproduce, duplicate, copy or re-sell any part of our site without written permission;
- (b) Not to access without authority, interfere with, damage or disrupt: (i) any part of our site; (ii) any equipment or network on which our site is stored; (iii) any software used in the provision of our site; or (iv) any equipment or network or software owned or used by any third party.

You agree to indemnify us in respect to any reasonable liabilities, losses, expenses or other costs whatsoever incurred as a result of a breach of your obligations under this clause, including but not limited to any claims made against us by any third party.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process your personal data in accordance with our privacy policy (available at <https://www.homehunt.co.uk/privacy>). By using our site and/or our services, you warrant that all personal data provided by you is accurate and consent to such processing and the use of your personal data for the purposes of providing services to you.

If you wish to unsubscribe from the service, you should contact applicants@homehunt.co.uk or call us directly.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, we are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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

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

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

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

VIRUSES, HACKING AND OTHER OFFENCES

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

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

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

LINKS FROM OUR SITE

You acknowledge that the services we provide and our website may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and you do so solely at its own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the services or our website.

OUR SITE AND SERVICES CHANGE REGULARLY

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

JURISDICTION AND APPLICABLE LAW

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site (although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country).

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

TRADE MARKS

"HOMEHUNT" is a registered trade mark of Housing Partners Limited.

VARIATIONS

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

YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact applicants@homehunt.co.uk