

# Terms of Service (Residential)

The Homebox Platform allows individuals, companies, landlords and groups of housemates to pay utility bills in one go. These terms of service refer to any of the above customer types using the Homebox Service.

YOU / YOU AND YOUR HOUSEMATES / YOUR COMPANY MUST ALL AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IF YOU WANT TO USE THE Homebox SERVICE. BY REGISTERING AN ACCOUNT AND TICKING THE BOX TO "AGREE" YOU CONFIRM THAT YOU AGREE TO THE TERMS OF THIS AGREEMENT.

The terms of this Agreement form a legal agreement between you and Billing Better t/a Homebox, a company registered in England and Wales with company number 10444812 and registered office at 124-128 Kemp House, City Road, London, EC1V 2NX (we or us) for your use of the Services.

As part of the Homebox Service, you are required to send us information from time to time. You should send such information to [info@homebox.co.uk](mailto:info@homebox.co.uk).

## 1. Definitions

1.1 In this Agreement, the following words have the following meanings:

Address: the address that you have provided to us for the purposes of the Homebox Service;

Effective Date: the date on which you register an account and agree to the terms of this Agreement by clicking the "Agree" button;

IP Rights: any patent, trade mark, registered design or any application for registration of the same, or the right to apply for registration of the same, any copyright or related rights, database rights, design rights, rights in trade, business or domain names, rights in trade dress, rights in inventions, rights in confidential information or know-how or any similar or equivalent rights in any part of the world;

Homebox Plan: the monthly bill that we send to you under the One Bill Service;

Homebox Service: the service that we provide to you under the terms and conditions of this Agreement;

Platform: the Homebox platform is operated by us including all updates and upgrades;



Users, you: all and any of the individuals living at the address who are required to pay a Utility Bill, a landlord or company paying the bills;

Utility Bill: any sums due from a Utility Company for the Address; and

Utility Companies: the companies providing utility services to you from time to time that are part of the Homebox Service that we select from time to time.

## 1.2

Any references to clauses are to other clauses of this Agreement. Words in the singular include the plural. The clause headings are for reference only. General words shall not be given a narrow interpretation because they are preceded or followed by words suggesting a particular type of matter or things.

## 1.3

ALL OBLIGATIONS IN THIS AGREEMENT ON 'A USER' OR 'ANY USER' ARE OBLIGATIONS THAT WE CAN ENFORCE AGAINST ALL USERS OR ANY INDIVIDUAL USER AT OUR SOLE DISCRETION.

## 2. Sign up

### 2.1

When signing up to the Homebox Service, you do so on the basis that the quote you have received is based on an estimate and is subject to change before you begin paying for the Homebox Service. The change in price will be communicated to you before you are charged.

### 2.2

To receive the Homebox Service for Utility Companies at an Address (a) all Users must sign up for the Homebox Service and set up your payments with our payment provider, Lettspay; (b) at least 2 (two) utility service providers for the Address must be a Utility Company for the purposes of the Homebox Service; (c) no User is the subject of a bankruptcy order; and (d) no sums can be outstanding in respect of a Utility Bill or otherwise in relation to the occupation of the Address;

### 2.3

The first User to sign up must provide the name, email address and telephone number for all Users. The first User shall ensure that they have the permission of all Users to provide such data to us. Once the final User signs up for the Homebox Service and Lettspay account, one of the Users shall send to us a photograph of the then current meter readings to Homebox from the meter supplied by the Utility Companies confirming the



date of the reading. If you fail to provide a current meter reading, we shall have no obligation to provide the Homebox Service.

#### 2.4

You agree that some Utility Companies will require the Utility Bill to be in our name. Accordingly, you shall provide such assistance and documentation as is required by any such Utility Company to transfer the account into our name. However, you agree that even though the Utility Bill is in our name, you remain liable for the payment of the Utility Bill.

#### 2.5

You agree you must pay any set up costs due to the Utility Company, including installation of a telephone line or other internet connection and the costs of providing, installing and delivering an Internet router. These set up costs will be included in the first Homebox you receive.

#### 2.6

You agree that upon submission of an order for the Homebox Service, you will be granting Homebox full authority to contact Utility Companies to enable Homebox to transfer and/or commence the Utilities with effect from the Effective Date. You also agree and confirm that by entering into the Homebox Service, you give us full authority to act on your behalf from the date of the order for the purposes of providing the Homebox Service.

#### 2.7

As part of agreeing to Clause 2.6, you agree that Homebox will automatically generate a signed letter of authority giving Homebox the ability to set up, close down and manage all household bill accounts provided within your utility bill package. If you would like to view the letter of authority, please contact the Homebox team who will be able to share this with you.

#### 2.8

If you have a smart meter, you authorise Homebox's energy suppliers to take daily readings. This helps ensure your bills are as accurate as possible when uploaded to your portal.

### **3. Homebox Services**

#### 3.1

In consideration of you agreeing to be bound by the terms of this Agreement, we shall provide the Homebox Service with reasonable skill and care and in a timely manner.

#### 3.2



In order to enable us to provide the Homebox Service, on or around the 15th day of each month, you shall, or shall procure that a User shall, send to us a photograph via email (info@homebox.co.uk) of the then current meter readings for any meter supplied by the Utility Companies confirming the date of the reading. If you fail to provide a current meter reading, the energy supplier for your property may estimate your meter reading.

### 3.3

We shall supply the meter readings to the relevant Utility Company, and following receipt of all Utility Bills for your Address, we shall submit to you and your Users the Homebox via email.

### 3.4

Homebox shall be paid by you and your Users in equal shares by 1st month through our payment provider, Lettspay. Accordingly, you agree to comply with the terms and conditions of Lettspay in force from time to time. If you do not have sufficient funds in your Lettspay account, or any other account linked to your GoCardless account and as a result payment of all or part of a Homebox Plan is not received, we reserve the right to add to the sums due to us an additional £10 for each payment not received in respect of our administration costs and managing the payment of the sums due to the Utility Companies.

### 3.5

You agree that you are jointly and severally liable with your Users to pay the Homebox. This means that if one User fails to pay their share, the other Users must pay that share. In practice, if any User fails to pay their share of the Homebox by the due date, we shall telephone the User who has failed to pay and ask them to do so. If that User fails to respond, or in any event fails to pay their share of the Homebox Service by the time the next Homebox Service is due to be sent, then the outstanding sum shall be payable by the other Users as part of the next Homebox Service.

### 3.6

If you wish to obtain a copy of a Utility Bill, please contact us. Please note that it is not always possible to provide copies of the original bills, because some of the bills go into our company name and are often bulk bills with multiple property details which we cannot share, for data protection reasons. If you reasonably believe that all or part of a Utility Bill is incorrect, please provide to us written evidence to dispute the bill and we shall use our reasonable endeavours to resolve the dispute with the Utility Company in question. However, you agree that until such dispute is resolved, you and your Users shall pay the Homebox in accordance with the terms of this Agreement. Any refund from a Utility Company following such a dispute shall be shared equally between the Users in the next Homebox.

### 3.7

Energy supplier switching - When signing up to the Homebox service, you provide Homebox with the authorisation to switch the supply of gas and electricity to Homebox's chosen supplier. The switch of energy (gas and electricity) supplier will be attempted at the start of the tenancy and can be switched multiple times during the period of using Homebox's service to allow Homebox to find the best energy deal available for your home. The supplier of your home will always be visible within your online account and will be updated if the supplier changes throughout your tenancy.

### 3.8

Increase of monthly payments - During your tenancy, Homebox will monitor your energy and water usage by asking for photos of your gas, electricity and water meters. If your home's usage is higher than the price you are paying for energy and water, your bill will increase to cover the cost of the bill. If meter readings are not submitted monthly in accordance with clause 3.2, Homebox reserves the right to immediately increase payments, providing you with a minimum of 3 working days notice before you are charged.

### 3.9

End of tenancy bills/refunds - At the end of your tenancy, a final bill/refund may be issued. Once final meter readings are sent to Homebox at the end of the tenancy, Homebox will endeavour to produce a final bill to cover your usage. If your usage equates to less than the price you have been paying, Homebox will refund you the amount owed. However, if your usage equates to more than the total amount paid during your contract, a final balance will be owed by you the User/s. Once your tenancy has finished, you have 14 days from the date of the end of your tenancy to submit final meter readings to obtain a final statement. This is requested by sending an email to [info@homebox.co.uk](mailto:info@homebox.co.uk), providing your property address and your final meter readings.

### 3.10

Realtime energy provider look ups - Upon sign up and during your tenancy, Homebox will check in real time the details of the supplier providing your electric (and gas, if applicable) services. This is to ensure we can switch you over to our partnered energy supplier upon signing up (if energy is included in your bills package), as well as ensure any meter readings you upload can be passed on to the relevant supplier.

### 3.11

Fair usage and tariff adjustment policy - We reserve the right to transfer your account to our current available tariff and switch to billing based on actual usage if any of the following conditions are met:

a) Excessive energy consumption: Your property's energy consumption consistently exceeds our expected usage for a property of similar size and type, based on seasonal



assumptions outlined in our fair usage policy.

b) Inaccurate occupancy information: The number of tenants residing in your property is greater than the number disclosed at the time of the contract.

c) Lack of meter readings: You have not provided meter readings every 60 days, or upon request.

d) Personal and household use only: Energy usage should be strictly for personal and household purposes within your residential property. The energy supplied and the meter should not be used for any unlawful purposes or to set up or operate a business for yourself or others. We may monitor your energy usage to ensure compliance with these terms. If your energy consumption exceeds our expected levels for a property of your size, based on seasonality assumptions, we may contact you for clarification. You may be required to confirm your usage and provide information on the property's specifications (e.g., number of bedrooms) or supply supporting documents, such as your tenancy agreement.

No of tenants	Daily Standing Charge	Unit Rate	Electricity Annual Fair Usage	Gas Annual Fair Usage
1	£6.88	£0.00	3240	12600
2	£7.22	£0.00	3400	13600
3	£8.46	£0.00	4080	17000
4	£9.70	£0.00	4760	20400
5	£10.76	£0.00	5440	22950
6	£11.82	£0.00	6120	25500
7	£12.88	£0.00	6800	28050
8	£13.94	£0.00	7480	30600
9	£15.00	£0.00	8160	33150
10	£16.06	£0.00	8840	35700
11	£17.48	£0.00	9520	39950

12	£19.05	£0.00	10880	42500
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### 3.12

You have the option to use the credit-building tool, CanopyGrow. You will need to confirm your sign-up with Canopy and agree to be bound by the Canopy terms and conditions, which can be found [here](#).

## 4. Changes to the Homebox Service

### 4.1

You agree that you cannot change Utility Company at any time during the term of your Homebox services.

### 4.2

If you intend to change Address at any time, you shall give to us at least 30 days' notice with details of the new Address, together with a meter reading at the date of change for all Utility Companies at the old Address and for any Utility Company at the new Address. You agree that we shall be entitled to prepare a Homebox Plan solely for fees due to the Utility Companies at the old Address.

### 4.3

Not with standing the provisions of this Clause 4, if you change Address, you shall comply with all requirements of any affected Utility Company.

### 4.4

If any User leaves the Address, you shall immediately notify us with details of the new User, if any. You agree that we shall continue to provide the Homebox Service to all the remaining Users, and the Single Bill will be divided to reflect any change in the number of Users.

## 5. Our Fee

### 5.1

You agree that in consideration of the provision of the Homebox Services, we shall add to each Homebox Plan, our fee for the Homebox Service. This fee will take the form of a management fee included within the cost of each bill as well as a management fee to use the bills package service.

## 6. Termination

### 6.1



Each User has 14 days from the Effective Date (of signing up to Homebox or renewing their tenancy) to cancel their Homebox Plan without the payment of any fee for the Homebox Service. If you wish to exercise this right, you should call our customer service team on 0208 1061 894. You agree that you will remain liable for all costs of the Utility Company not with standing cancellation of the Homebox account.

## 6.2

You can terminate your Homebox Services on 30 days' notice at any time, provided that if you do so all Users shall be deemed to have terminated their Homebox Plan. If the termination of the contract occurs after the 14-day cooling off period, then cancellation charges will apply as per clause 6.7. If you do not provide us with a tenancy end date at the point of signing up to our service, the cancellation charges apply based on a 12 month tenancy after the tenancy start date provided.

## 6.3

We may terminate all Users' right to use the Homebox Services if (a) any User fails to pay their share of a Homebox Plan for 2 (two) consecutive months; (b) we do not receive a meter reading for 2 (two) consecutive months; (c) any User is the subject of a bankruptcy order; and/or (d) any User breaches the terms of supply of any Utility Company.

## 6.4

You agree that we do not warrant that a Utility Company will remain part of the Homebox Service, and accordingly, if any Utility Company ceases to operate within the Homebox Service, we shall select another Utility Company for the Address.

## 6.5

If your Homebox Service is terminated, then(a) for all Utility Company accounts that are in our name, you shall provide such assistance and documentation, including all meter readings, as required to terminate the account or transfer the account into the name of a User;(b) all sums due to Utility Companies shall immediately become due and payable and you agree that this means that the fees for any unused term of a fixed term service agreement provided by a Utility Company shall immediately become due and payable; and(c) you are liable for all Utility Bills for the Address, including those that we receive notwithstanding cancellation or termination of the Homebox Service.

## 6.6

Termination of this Agreement by either party and for any reason will not affect any rights that may have arisen as at the date of termination or which arise following the termination of this Agreement.

## 6.7

If you terminate your Homebox Plan within your tenancy and 14 days after the effective





date, you are liable to pay the following;

(a) a termination fee to Homebox. The termination fee amounts to £12.50 + VAT per month for each property using the Homebox service, for the remainder of the tenancy up until and including the final month of the tenancy.

If you do not have a tenancy end date listed against an account for a property, your account will fall into one of two scenarios:

#### Scenario 1: Cancellation within the first 12-month period

The termination fee will be charged for the remainder of the 12-month period from the date in which the account for each - property was created. Upon cancellation, the total fee must be paid in full.

Please see the below examples of Scenario 1:

- i. Account created against a property on 01/08/2023
- ii. Cancellation request created on 01/11/2023 (7 months remaining on the renewed contract)
- iii. Cancellation fees = 7 months x £12.50 + VAT = £87.50 + VAT

#### Example 2:

- i. Account created against a property on 01/04/2024
- ii. Cancellation request created on 01/10/2024 (6 months remaining on the renewed contract)
- iii. Cancellation fees = 6 months x £12.50 + VAT = £75 + VAT

#### Scenario 2: Cancellation outside the first 12-month period

The termination fee will be charged for the remainder of the 12-month period from the anniversary date of the end of the initial 12-month period. If notice is not provided 30 days before a 12-month tenancy end date is taking place, an account is auto-renewed for another 12-month period automatically.

Please note that if a tenancy is ending after the initial 12-month period but before the end of the next 12-month period, Homebox will waive any cancellation fees in the event documentation is provided from the managing agent / landlord to prove the tenancy is ending.

Please see the below examples of Scenario 2:



Example 1:

- i. Account created against a property on 01/01/2023
- ii. Account auto-renews on 01/01/2024
- iii. Cancellation request created on 01/06/2024 (7 months remaining on the renewed contract)
- iv. Cancellation fees = 7 months x £12.50 + VAT = £87.50 + VAT

Example 2:

- i. Account created against a property on 01/07/2023
- ii. Account auto-renews on 01/07/2024
- iii. Cancellation request created on 01/08/2024 (11 months remaining on the renewed contract)
- iv. Cancellation fees = 11 months x £12.50 + VAT = £137.50 + VAT

(b) the outstanding gas/electricity/water balance up to the effective date of cancellation,

(c) if applicable, the payment amount in full for your internet and Sky TV subscription is included within your Homebox Plan until the end of your tenancy.

(d) you agree to pay Homebox a cancellation charge of one third of the average monthly usage based on standard industry practices at the per unit and per day standing rate per month of the remaining tenancy.

## 6.8

If you cancel a broadband service within three working days of your installation, the broadband supplier will charge a cancellation fee of £150.00 + VAT. You can cancel without charge if you provide us with written email confirmation with more than three days of notice. Please email this to: [info@homebox.co.uk](mailto:info@homebox.co.uk)

Broadband Cancellation Fees Pre-Installation

## 6.9

Within 14-day cancellation window (from the date of order) and earlier than 12pm 3 working days before the installation date - FREE TO CANCEL

## 6.10

Within 14-day cancellation window (from the date of order) but within 3 working days of installation date - £150.00 ABORTIVE VISIT FEE

## 6.11

Outside of 14-day cancellation window (from the date of order) and earlier than 12pm 3 working days before the installation date - £45.00 CANCELLATION FEE

#### 6.12

Outside of 14-day cancellation window (from the date of order) and within 3 working days of installation date - £150.00 ABORTIVE VISIT FEE + £45.00 CANCELLATION FEE (£195.00 total)After installation

#### 6.13

Within 14-day cancellation window (from the date of order) - £129.95 CANCELLATION FEE + the number of days of service (the number of days of service will run up until 3 days after the date of requested cancellation)

#### 6.14

Outside 14-day cancellation window (from date of order) - FULL PAYMENT FOR THE CONTRACT TERM + £40.00 disconnection fee if the line is being disconnected

### 7. Use of the Platform

#### 7.1

We grant to you a non-exclusive, non-transferable licence to use the Platform on the terms of this Agreement from the Effective Date until it is terminated. You must not use the Platform for commercial purposes without obtaining our written permission to do so.

#### 7.2

You acknowledge that the rights granted in Clause 7.1 do not give you any rights to sub-license the Platform to any other person, and we retain all IP Rights in the Platform.

#### 7.3

You agree that your use of the Platform is and will at all times be in accordance with all applicable laws and regulations.

#### 7.4

There may be occasions when access to the Platform may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

### 8. Restrictions

You acknowledge that all IP Rights in the Platform belong to us or are licensed to us, that the IP Rights in the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Platform other than the right to use it in accordance with this Agreement.

Therefore, you shall not, and shall not permit or assist any third party to:

#### 8.1



Modify, translate, adapt or copy the whole or any part of the Platform, nor arrange or create derivative works based on the Platform;

8.2

Reverse engineer, decompile, or disassemble or otherwise attempt to derive or determine the source code for the Platform (except to the extent applicable laws specifically prohibit such restriction);

8.3.

Make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Platform;

8.4

combine, match or merge the whole or any part of the Platform with or incorporate the Platform into any third-party code;

8.5

Sell, purport to assign or license access to the platform;

8.6

Access and use the Platform in order to develop a competitive platform;

8.7

Remove or alter any copyright trademark, logo, copyright or other proprietary notices, legends, symbols or labels or other proprietary notice on any of the Platform.

## **9. Limitation of Liability**

9.1

You agree that we have no liability for any

(a) Error in a Homebox Plan as a result of an act or omission of a User, a Utility Company or other third party;

and

(b) Failure by a Utility Company properly to supply services to the Address or any other act or omission of a Utility Company;

and/or

(c) Any act or omission of any other User.

9.2

Subject to Clause 9.3 and 9.4, our maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall in



all circumstances be limited to the Fee paid by you for the Homebox Service in the 6 months before the date the claim arose.

#### 9.3

Nothing in this Agreement shall be construed as excluding or limiting our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be excluded by English law.

#### 9.4

The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law but do not affect your consumer statutory rights. For further information about your legal rights in the UK, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

### **10. General**

#### 10.1

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and all other provisions shall remain in full force and effect.

#### 10.2

Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

#### 10.3

We may assign or otherwise transfer our rights and obligations under this Agreement to any third parties.

### **11. Disputes**

#### 11.1

If you have any complaint or wish to raise a dispute under this Agreement or otherwise in relation to the Homebox Services please contact: [info@homebox.co.uk](mailto:info@homebox.co.uk)

#### 11.2

This Agreement shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts.

### **12. Missed Payments**



#### 12.1

If you miss a payment with Homebox and do not notify Homebox before the payment has been missed you are liable to a £10.00 late payment fee which is added after the second failed payment attempt. After the second failed payment, an incremental £10.00 late payment fee is applied to each failed payment.

#### 12.2

If a housemate does not pay for the Homebox service, Homebox can do the following, in no particular order

- i - Charge a late payment fee as stated in 12.1 to the non-payer.
- ii - Turn off the internet at the property.
- iii - Retrieve the funds from the remaining housemates in the property.
- iv - Retrieve the funds from the holding deposit working in accordance with the landlord or letting agent.
- v - Proceed with debt collection measures with the individual who has not paid.

### **13. Updating Terms of Use**

Homebox reserves the right to update the terms of use at any time. Any User signing up and continuing to use our service, you acknowledge that you have read, understood, and agreed to these Terms.

### **14. Billing and Payments**

14.1. Our bills package consolidates multiple individual bills into a single monthly payment for your convenience. While you are charged a single amount, each bill remains individually priced.

14.2. Your account balance will be treated as a collective amount used to settle your bundled bills. Payments made into your account will be allocated accordingly to cover all relevant bills.

14.3. Any positive balance on your account will be retained until all bills have been fully reconciled. This includes ensuring all payments are correctly applied and that no further adjustments are required by the relevant service providers.

14.4. Positive balances will be held until the back billing period stipulated by the respective industries has expired, ensuring compliance with industry regulations and avoiding unexpected charges.

### **15. Account Reconciliation and Adjustments**



15.1. We will reconcile your account periodically to ensure all payments are allocated correctly. If any adjustments are required due to provider corrections, these will be reflected in your account balance.

15.2. Any overpayments or excess balances will be managed in line with industry back billing regulations, ensuring compliance with relevant laws and consumer protection measures.

## **16. Back Billing Period Compliance**

16.1. The back billing period refers to the maximum period within which service providers may issue retrospective charges or adjustments. We will hold any account credits until such time as all potential billing adjustments have been finalised.

16.2. Once the back billing period has expired and all bills have been fully reconciled, any remaining positive balance will be addressed in accordance with our refund policy or credited to future payments, as appropriate.

## **17. Refund Policy**

17.1. If you request a refund for any positive balance on your account, you accept full liability and responsibility for any future bills or charges that may arise from the period during which you used our Service.

17.2. You are not entitled to refunds for any utilities or services that were registered in our company name.

17.3. Once the relevant back billing period has expired, you will have six (6) months to claim any remaining positive balance on your account. After this time, unclaimed balances may be retained or applied to future services at our discretion.

17.4. To claim or enquire about a post service refund, please contact our customer service team.

### **v1.1 Terms and conditions (residential)**