

# Terms of Use

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These terms and conditions cover both tenant and landlord use of the HomeSwapper service. To make these easy to read they have been split into two documents – ‘Tenant Users’ and ‘Landlord Users’. Landlord Users should refer to the Standard Terms and Conditions that form their HomeSwapper Contract.

## Tenant Users

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.HomeSwapper.co.uk/Terms](http://www.HomeSwapper.co.uk/Terms) and [www.HomeSwapper.co.uk/Privacy](http://www.HomeSwapper.co.uk/Privacy), constitute the entire agreement between us and any tenant user of HomeSwapper (“the Terms and Conditions”). Please read these Terms and Conditions 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 and Conditions. If you do not agree to these Terms and Conditions, please refrain from using the website.

The [www.HomeSwapper.co.uk](http://www.HomeSwapper.co.uk) website (the "Services") is provided by Housing Partners Limited. Housing Partners Limited is registered in England and Wales (company number 4667857 and VAT number 834858294) whose registered office is at Whittington Hall, Whittington Road, Worcester WR5 2RY, England, UK. All references to "HomeSwapper" throughout the Terms and Conditions mean reference to Housing Partners Limited.

1. "Tenant Registrant" is anyone who has registered to use the Services to swap homes.
2. Tenant Registrants whose landlord is a Partnering Organisation with HomeSwapper and where their registration is approved by a Partnering Organisation shall not be charged for the use of the Service.
3. Registrants whose landlord is not a Partnering Organisation with HomeSwapper are required to pay a charge to fully use the HomeSwapper site. Tenant Registrants can register and use parts of the service for free but will be asked to pay before enabling contact (through the HomeSwapper messaging facility) with other tenant registrants wishing to swap homes or before their home advert is made available to other tenants. Tenant Charges are structured as:
  - 3 months - £12.00
  - 6 months - £16.00
  - 12 months - £24.00
4. Tenants paying by credit or debit card have the option to make a ‘one-off’ payment or to create a recurring payment. Any recurring payment will automatically renew at the end of the chosen period – this recurrence can be cancelled within the HomeSwapper site at any time before the recurring payment date. The payment will entitle the

Tenant Registrant to use HomeSwapper for the period of time selected. If you have chosen to pay as a 'one-off' then you will be asked to pay again at the end of the subscription period. At this point you can choose any offered period of subscription.

5. For the avoidance of doubt, no refunds will be made for any tenant who has utilised only a part of their subscription. No refunds will be given for any tenants whose account has been deactivated/hidden by the regular routines that 'tidy up' HomeSwapper (see item 6).
6. Tenant Registrants on any tariff will be subject to the normal technical process which tidies up and deactivates HomeSwapper users. This process helps to ensure HomeSwapper users are active within the service. This process involves:  
  
**Deactivation due to inactivity** – after a period of 6 months of not logging into HomeSwapper, all tenants are deactivated. This is regardless of whether they use HomeSwapper for free or pay for their own use. Once deactivation has occurred a tenant can still log back into HomeSwapper, although they will be charged again. Any payment paid will be lost. If the tenant is with a partnering landlord organisation then the landlord will be asked whether they want to authorise this new use of HomeSwapper.
7. HomeSwapper may offer at any time discounts to all, or groups of registrants, as it shall in its sole discretion deem fit.
8. The Tenant Charge is collected and processed through WorldPay Limited (part of the Royal Bank of Scotland Group) of Units 270-289, The Science Park, Milton Road, Cambridge CB4 0WE (company number: 3424752).
9. Provided you agree unconditionally to the Terms and Conditions please apply for the Service by creating your account and joining HomeSwapper. Please note HomeSwapper reserves the right at its sole discretion not to process your application and in the event that your application is rejected HomeSwapper will notify you as soon as possible.
10. For a period of fourteen (14) days from the day after the day you enter into a contract with HomeSwapper you may notify us that you wish to cancel the contract by contacting HomeSwapper at Teme House, Whittington Hall, Whittington Road, Worcester, WR5 2RY, England, UK or by email to [tenants@HomeSwapper.co.uk](mailto:tenants@HomeSwapper.co.uk) and the Tenant Charge shall be refundable to you in full (the "Cooling-Off Period") within fourteen (14) working days. Where you have made use of the Service (Use of the service defined as logged on and carried out a search) during the Cooling-Off Period, you are expressly requesting that HomeSwapper start the Service straight away and you are therefore waiving your right to cancel during the Cooling-Off Period.
11. Where Tenant Registrants agree a mutual exchange between them they will be required to advise their landlord and ensure they have permission.
12. By accepting these Terms & Conditions you are providing consent for your landlord to amend or edit your details within the HomeSwapper service, for the purposes of assisting you in maximising the use of the service, as deemed appropriate by the partnering landlord and adhering to the General Terms & Conditions as stated.

13. The services provided by HomeSwapper consist of (i) the provision of this website and (ii) where a user is a Tenant Registrant, the provision of a matching service that identifies potentially suitable property to secure a mutual exchange between social housing tenants; You acknowledge that the extent of the Service is to introduce parties in respect of property exchange and facilitate communication in respect thereof. HomeSwapper offers no guarantee and makes no warranty as to the likelihood of a user finding a suitable match leading to a successful exchange. Moreover, HomeSwapper cannot verify the existence, suitability or condition of any of the properties detailed on the website nor can it accept any liability for any damage, accident or injury which might occur due to your direct or indirect use of the Services.
14. You acknowledge that HomeSwapper publishes information and other materials provided to it by third parties. HomeSwapper does not therefore make any representations or warranties, and disclaims all liability, regarding the accuracy, completeness and suitability of the information and other materials published by the Service and any reliance placed on such materials.
15. The material displayed on the website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, HomeSwapper, and any of its officers, servants and agents contributing to the Service hereby expressly exclude:
  - all conditions, warranties and other terms which might otherwise be implied by statute, common law and the law of equity;
  - any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the use of this Service or in connection with the use, inability to use, or results of the use of the Service, any websites linked to it and any materials posted on it, including loss of data, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. If HomeSwapper is liable to you under these Terms, its aggregate liability shall not exceed £12.
16. While HomeSwapper endeavours to ensure that this Service is normally available 24 hours a day, access to this Service may be suspended temporarily and without notice. HomeSwapper shall not be liable for any damages, direct, indirect or consequential arising in contract or tort or otherwise from the inability to use the Service. From time to time, HomeSwapper may restrict access to some parts of our Service. If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of security procedures, you must treat such information as confidential, and you must not disclose it to any third party. HomeSwapper reserves the right to disable any user identification code or password, whether chosen by you or allocated by HomeSwapper, at any time, if in HomeSwapper's opinion you have failed to comply with any of the provisions of these Terms and Conditions. You are responsible for making all arrangements necessary for you to have access to the Service. You are also responsible for ensuring that all persons who access the Service through your internet connection are aware of these terms, and that they comply with them.

17. We aim to update the website regularly, and may change the content at any time. If the need arises, we may suspend access to the website, or close it indefinitely. Any of the material on the website may be out of date at any given time, and HomeSwapper are under no obligation to update such material.
18. Notwithstanding the foregoing, none of the exclusions and limitations in the Terms and Conditions are intended to limit any rights you may have as a consumer under UK law, nor in any way exclude or limit HomeSwapper's liability to you for death or personal injury resulting from HomeSwapper's negligence or that of its employees or agents, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any liability which cannot be excluded or limited under applicable law.
19. Where the website contains links to other sites and resources provided by third parties, these links are provided for information only. HomeSwapper is not responsible for the content of these sites and accepts no responsibility for them or any loss or damage that may arise from your use of them, nor does the presence of a link constitute an endorsement of or statement about the site linked to.
20. You may link to the HomeSwapper home page, provided you do so in a way that is fair and legal and does not damage HomeSwapper's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on HomeSwapper's part when none exists. You must not establish a link from any website that is not owned by you. The HomeSwapper website must not be framed on any other website, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to make any use of material on the HomeSwapper website other than set out above, please address your request to [info@homeswapper.co.uk](mailto:info@homeswapper.co.uk)
21. You agree not to post or transfer to this website (nor include in any message) any material which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of HomeSwapper or any other parties computer system. In the event that you do post or transfer any such material to this website your registration to the HomeSwapper service may be revoked at HomeSwapper's sole discretion. You agree to indemnify us in respect of any liabilities, losses, expenses or other costs whatsoever incurred as a result of a breach of your obligation under this provision, including, but not limited to any claims made against us by any third party. HomeSwapper reserves the right to withdraw any material posted on the website without notice or formality.
22. You are requested not to upload photographs that contain images of minors. HomeSwapper reserves the right at its sole discretion to remove any images it deems inappropriate.
23. Any material you upload to the website will be considered non-confidential and non-proprietary, and HomeSwapper have the right to use, copy, distribute and disclose to third parties any such material as stated within our Privacy Notice and in the performance of a contract. HomeSwapper will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the website.

24. Any third party contributing any content to the Service whether by means of text, names and/or images shall at all times be liable for and shall indemnify and hold harmless HomeSwapper (together with its officers, servants and agents) against any and all liability, loss, damages, cost, legal costs, professional and other expenses of any nature whatsoever, incurred or suffered by any party arising out of the use of the Service whether directly, or indirectly.
25. You must not misuse the website 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 the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the 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. HomeSwapper will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the website will cease immediately. HomeSwapper 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 the site or to your downloading of any material posted on it, or on any website linked to it.
26. You acknowledge that the ownership of any intellectual property rights (including but not limited to copyright) in this website and any material published on it belong to HomeSwapper and all such rights in respect of the contents are controlled by HomeSwapper. You may print off one copy, and may download extracts, of any page(s) from the website for your personal reference and you may draw the attention of others to material posted on the website. 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. HomeSwapper's status (and that of any identified contributors) as the authors of material on the website must always be acknowledged. You must not use any part of the materials on the website for commercial purposes without obtaining a licence to do so from HomeSwapper or our licensors. If you print off, copy or download any part of the website in breach of these Terms and Conditions, your right to use the website will cease immediately and you must, at HomeSwapper's option, return or destroy any copies of the materials you have made.
27. HomeSwapper reserves the right to amend the Terms and Conditions, the Services and the website at any time as HomeSwapper may in its sole discretion deem fit. You agree to be bound by the Terms and Conditions in force at the time you are utilising the website and/or the Service unless such changes are deemed to have retrospective effect by virtue of applicable law. Copies of previous versions of these Terms and Conditions can be obtained by writing to HomeSwapper, Teme House, Whittington Hall, Whittington Road, Worcester, WR5 2RY, England, UK. It is your responsibility to check any such amendments and familiarise yourself with the amended Terms and

Conditions as continued use of the website and/or the Service signifies agreement to the Terms and Conditions (as amended).

28. HomeSwapper processes information in accordance with its Privacy Policy. You can review the Privacy Policy by visiting [www.HomeSwapper.co.uk/Privacy](http://www.HomeSwapper.co.uk/Privacy). By using the website, you consent to such processing and you warrant that all data provided by you is accurate.
29. HomeSwapper reserves the right to withdraw some or all rights from any user as it shall in its sole discretion deem fit.
30. HomeSwapper may assign its rights to this agreement without your consent. However, HomeSwapper will notify you of any assignment outside of the Housing Partners Limited via a posting on this website.
31. HomeSwapper Services are only available to persons who are capable of forming a legally binding contract and only to persons resident within the United Kingdom and in accepting these Terms and Conditions you are declaring that you are capable of forming a legally binding contract and that you are resident within the United Kingdom.
32. In the event any of these Terms and Conditions are declared invalid or unenforceable by the judgment or decree by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken, all other clauses or part of clauses contained in these terms and conditions shall remain in full force and effect and shall not be effected by such finding.
33. For the avoidance of doubt clauses 22, 24 and 35 hereof shall survive termination hereof.
34. A person who is not a party to these Terms and Conditions shall have no right under the contract (Rights of Third Parties) Act 1999 to enforce any of the Terms and Conditions.
35. These Terms and Conditions 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. the parties hereby submit to the exclusive jurisdiction of the English Courts over any claim arising from, or related to, a visit to the website (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).
36. For the avoidance of doubt, Tenant Registrant contact details will be included within 'lists':

**Lists** – landlords can subscribe to the HomeSwapper lists service. These list all possible swap every month and are sent to landlords (who subscribe to the service) to place in their reception areas. Tenants who are unable to access the internet can visit these reception areas and view the possible swaps in paper format.

Tenant contact details are included within both the 'letters' and 'lists' so those tenants looking at them can contact the tenant within the home which is a possible swap for

them. Either the tenant registrants email address, their mobile phone number, their home phone number or all 3 pieces of information will be shown.

37. If you have registered to use HomeSwapper then we will keep your data (unless you request otherwise) for 12 months (the retention period) after you are deactivated for use on the service. This retention enables the HomeSwapper 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.
38. After the elapse of the retention period, your data will be deleted or anonymised.
39. HomeSwapper enables tenant registrants to send messages to each other via the HomeSwapper website internal messaging system. Please be aware that where you are obtaining free access to the Service as a result of your landlord paying for your use, your landlord may be able to see the messages that you have sent to a tenant registrant.
40. This website may choose to run a 'reward' system and you will find the terms for the prize draw here [www.HomeSwapper.co.uk/PrizeDraw](http://www.HomeSwapper.co.uk/PrizeDraw).

## Landlord Users

As a partnering landlord, you agree to your use of HomeSwapper as the terms and conditions as outlined at [www.housingpartners.co.uk/terms-of-use/](http://www.housingpartners.co.uk/terms-of-use/)

## HomeSwapper Matching and MultiSwap

A "match" is created where we find homes that meet your search criteria, as explained below, (and therefore make a potential swap). HomeSwapper enables exact matching which uses the following criteria to establish a 'match':

- **Area** - the matched home must be in an area you have specified that you want to live in and the tenant of the other home wants to live where you are. This information is provided by stating your preferred areas by place name (e.g. town or village) and the distance from that place.
- **Bedrooms** - the matched home must have the number of bedrooms you have requested and the tenant of the other home must match with your home using the same criteria.
- **Home Type** - the matched home must be of a type (i.e. house, bungalow, maisonette, flat, bed-sit / studio) that you have specified you want and your home must be of a type that the tenant of the other home has requested.

- **Features** - we will provide matches on home features. These are items like double glazing, parking or heating. If a match has additional features to those you require then this will still be shown as a match.
- **Special provisions** - special provisions include home adaptations. If a tenant requires a special provision then only homes with their required special provisions will be returned as a match. If a match has additional special provisions to those you require then this will still be shown as a match.

In addition to an 'exact match' the system also enables a 'looser' match. This uses bedroom numbers, area, property type and rent amount to establish a potential two way swap.

In addition to 'matches' (where one person swaps homes with another person directly) HomeSwapper offers a MultiSwap service. This helps tenant registrants find a series of tenants on HomeSwapper who can swap into each other's homes. All tenant registrants can access this service.