

# Terms of Service - Residential

*Consumer v2.1 - for customers signing up from 22 October 2025*



## Important information

Our complete Homebox Service terms of service are contained after this section, but some important points for you to know before you become a customer are set out below.

### About us

We are **Homebox**, a trading name of Billing Better Limited (Company number: 10444812).

Homebox provides a **bills management service** which allows individuals and groups of residents to consolidate multiple bills at their domestic property. You will be able to choose which bills we manage which are **subject to their own individual terms and conditions**.

### How to contact us

You can contact us through one of the following options during business hours

**Post:** Homebox, PO Box 1404, Crawley, RH10 0SY

**Email:** [support@homebox.co.uk](mailto:support@homebox.co.uk)

**Phone:** 020 8106 1894

### Fees and charges

You will make **payment** to Homebox on a **monthly basis by direct debit** which we deposit into a household **e-money account**. This payment is not directly a fee or charge, and may vary depending on the cost of your bills at the Property or any one-off charges.

From your household e-money account we will:

- make payment to each Supplier for any due bills;
- collect the agreed Homebox Subscription Fee; and
- pay any one-off installation, set-up costs, late payment fees or cancellation fees.

A minimum Homebox Subscription Fee of £15 is payable monthly. Over 12 months the minimum total Subscription Fee is £180. Your agreed Subscription Fee is shown when you sign up and does not include the cost of any utilities or other services you have agreed to.

Where you live with other Residents, you will be jointly and severally liable with the other Residents at your Property to pay us the fees. This means that if one Resident fails to pay their share, the other Residents must pay that share.

### Subscription and fee increases

Your Homebox Service is an annual subscription, payable monthly. It will automatically renew for a further 12-month period until cancelled. This agreement will roll over at the end of the first year of this Agreement for subsequent 12 month periods until you cancel your subscription.

You are responsible for paying the Subscription Fee until the Agreement comes to an end. We will send you a reminder notice 30 days before your agreement is first renewed and then every 6 months.

### Cancellation and cooling off period

You may cancel your Subscription at any time by providing us with **30 days notice** by contacting us and paying the minimum Subscription Fee for each remaining month of your agreement.

You can cancel your Subscription **within 14 days of signing up** (or your annual renewal date) under your **statutory cooling-off rights**. You should **email us** or use the Model Cancellation Form that is available at the end of this Agreement. We will send any refunds due to you within 14 days when using your cooling-off rights.

The cancellation of the Homebox Service **does not cancel all bills** we manage for you and you may be liable for any early termination fees or cancelled installation fees to the bill provider

### Complaints and legal

You can find a copy of our complaints procedure on our website at [homebox.co.uk/complaints](https://homebox.co.uk/complaints)

This Agreement is governed by the laws of England and Wales, and does not affect your statutory rights under the Consumer Rights Act 2015 and Digital Markets, Competition and Consumers Act 2024.

## General Terms of Service for Consumers

### 1. This Agreement

- 1.1. **What this Agreement Covers:** This Agreement contains the terms and conditions on which we supply the Services and our Platform to you. Please read this Agreement carefully before you accept this Agreement. This Agreement tells you who we are, how we will provide the Platform and Services to you, how you and we may change or end this Agreement, what to do if there is a problem with the Platform or Services and other important information. A list of definitions can be found in Section 11.
- 1.2. **How to contact us:** If you think that there is a mistake in this Agreement, have a complaint or require any changes to this Agreement, please contact us to discuss (using our contact details which you can find above in the Important Information).
- 1.3. This agreement (**Agreement**) is entered into between Billing Better Limited, a company registered in England and Wales at 124 City Road, London, England, EC1V 2NX with company registration number 10444812 (**we, us or our**) and you, together the **Parties** and each a **Party**. We operate from Magellan Terrace, Crawley, RH10 9PJ.
- 1.4. In this Agreement, You means the person or entity registered with us as an Account holder.
- 1.5. If you are using the Services on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to this Agreement.
- 1.6. You accept this Agreement by checking the box and clicking "I have read and agree to the Service", when registering on the Platform for the Services.
- 1.7. We may amend this Agreement at any time, including any fees and our payment methods, unless we have agreed with you otherwise, such as during a fixed rate period. Where any change puts you at a disadvantage we will provide you with reasonable written notice unless the change is required by law. By continuing to use the Platform and/or Services 30 days after the notice, you agree to the amended Agreement. Alternatively, you may choose to terminate this Agreement in accordance with the Termination clause, without cancellation fees.

### 2. Homebox service

- 2.1. We provide a bills management service as a **Third Party Intermediary** which allows individuals and groups of residents to consolidate multiple bills at their domestic property. We manage the set-up and communication with the relevant bill providers and make this accessible to you on the Homebox platform, a cloud-based, software as a service platform accessible at [account.billingbetter.co.uk](https://account.billingbetter.co.uk) (the **Platform**).
- 2.2. The **Platform** helps you ensure that your household bills are set up and organised for your home move, whilst bundling all Utility services into one simple monthly payment. Through the Platform, you can choose which Utility Suppliers and services you would like to engage for your Property (**Suppliers**) and we will help facilitate this. Unless otherwise stated we are not party to any agreement entered into between you and a Supplier. We have no control over the conduct of Suppliers, the quality of the services a Supplier offers, and do not accept any Liability for the service they provide. When you choose a supplier, we will make available their terms and conditions for you to review prior to signing up with the supplier.
- 2.3. In consideration of you agreeing to be bound by the terms of this Agreement, and payment of the Homebox Subscription Fee (**Subscription Fee**) we shall provide the Homebox Service (**Service**) with reasonable skill and care and in a timely manner.
- 2.4. We will provide the Service to you until either your Subscription expires or this Agreement is terminated.

### 3. Sign up

- 3.1. You must register on the Platform and create an account (**Account**) to access our Services. Where you sign up online you will be able to receive a quote on our website which will include key information about our Service and each Supplier. If you sign up over the phone our agents will talk through this information with you and send you a confirmation email containing the key information following the phone call.
- 3.2. On sign-up, we will generate a quote for you, based on information you input about your living situation, and the Suppliers you choose (**Quote**). The Quote will set out the term of your subscription with us, and the Suppliers you agree to use. When you create your Account and sign up, you acknowledge and agree that the Quote is an estimate only, and is subject to change based on your actual energy usage and the terms for each supplier.
- 3.3. Where you live with any other Bill Payers (**Residents**) and you sign up for an Account, you will need to invite the other Residents at the Property to sign up for an Account. You will need to confirm the number of bill payers at the property and send them an invite to your Household account.. All Residents at the Property must confirm their acceptance to this agreement and provide their direct debit details to our payment provider, Lettspay, to manage their payments.
- 3.4. To be **eligible** for the Homebox service, you must meet the following criteria:
- You and the Residents are responsible for paying the utility bills and the property;
  - Bill Payers are at least 18 years of age, unless otherwise agreed;
  - The property is a residential address with a domestic energy supply;
  - No member of the Property may be the subject of a bankruptcy order;
  - There are no outstanding bills at the property exceeding 21 days.
- 3.5. Where you live with any other Residents who are not eligible for the Service, do not accept this Agreement, or do not provide valid direct debit details; the remaining Residents shall be jointly and severally liable for any outstanding payments.
- 3.6. You must provide us with a photograph of the meter readings that have been taken on the date our Service begins.

### 4. Suppliers

- 4.1. Our Service allows you to choose which bills you would like us to manage and from a limited selection of tariffs and Suppliers. We do not offer all Suppliers available on the market, and individual suppliers may have other tariffs available directly. Our Service allows you to choose utility bills from the following types of Suppliers:
- Gas and/or electricity supplier (authorised and regulated by Ofgem);
  - Internet and telecoms provider (authorised and regulated by Ofcom);
  - Water and/or sewage supplier (authorised and regulated by Ofwat);
  - Rental payments;
  - Council tax with a local authority; and
  - TV packages
- 4.2. When you sign up, you will be able to choose which Suppliers you would like to service your Property. By signing up for the Service, you hereby authorise us to set up accounts (where possible) under the name of the Residents, with the chosen Suppliers. The Residents will be liable for the utility bills and bound to the terms of the Supplier. You acknowledge that by providing this authorisation, you may become directly contractually bound to the Supplier's terms and conditions, and you agree to comply with all such terms.
- 4.3. Some Suppliers will require their utility bill to be in our name or will be managed through another Third Party Intermediary. Where required, you must provide such assistance and documentation

as is required by any such Supplier to transfer the account into our name. However, you agree that even though the utility bill is in our name, the Residents remain liable for the full payment of the utility bills.

- 4.4. To enable us to provide our Service to you, you grant us the authority to contact your chosen Suppliers to transfer and/or commence the utilities services from the Supplier, and otherwise deal with your Suppliers on your behalf. This may include providing the Supplier with our own contact details including email address and correspondence address.
- 4.5. We may require you to sign a Letter of Authority providing us with consent to set up, close down and manage your bills with your chosen Suppliers. Where you sign this Letter of Authority digitally, you acknowledge that we may replicate this onto paper using automated means. You can withdraw this consent at any time by contacting us.
- 4.6. Should any Supplier become insolvent (goes bust) we may arrange for the transfer of your utilities to a new Supplier. We will notify you should we need to transfer your Supplier. If you do not agree to the change in Supplier, you must respond to us within 14 days using the information in our notification. In the event that you choose not to transfer your Supplier through Homebox, your supply may still be transferred to a new Supplier chosen by the regulator.
- 4.7. Where a Supplier has become insolvent, we will work with the insolvent Supplier, their insolvency administrators and the new Supplier to transfer your account. This process can take between 3 - 6 months before final bills are confirmed, and may delay the confirmation and payment of bills and refund of any credit balances. We will only be able to issue refunds where the Supplier has credited the Household e-money account, and will hold any bill payments until we have confirmed the correct account details with the new Supplier.
- 4.8. The information regarding your rental payments and track record as a tenant, will be shared with Credit Reference Agencies. The Credit Reference Agencies will add this information to the credit reference data it holds about You and use it as a controller in accordance with its fair processing notice. For further details please see our privacy notice.
- 4.9. Reporting to Credit Reference Agencies is an optional service if you are not required to pay your rent through Homebox. You may choose to opt-in or opt-out of sharing data about your rental payments to Credit Reference Agencies. When you opt-out Homebox will stop sharing data for future payments; information about previous or in progress payments will continue to be reported. Please be aware that Credit Reference Agencies may continue to hold and use your information following any termination of this agreement or when you opt-out.

## 5. Responsibilities

- 5.1. Under this Agreement **You** and all Residents are responsible for:
  - a. Providing us with regular meter readings ideally monthly, but no less than every 3 months by taking a photo and uploading this to the Platform.
  - b. Making monthly payments by direct debit to the **household e-money account** held with Lettspay, where a direct debit fails you must promptly contact us to arrange alternative payment;
  - c. Promptly uploading all bills or notifications you receive from a Supplier by taking a photo and uploading this to the Homebox Platform.
- 5.2. **We** are responsible for:
  - a. Completing the sign up with the chosen Supplier and arranging any switch or installation of the service at the Property;

- b. Making monthly payments to the Supplier or intermediary, provided that enough funds are available within the **household e-money account**;
- c. Communicating with the Supplier to resolve any issues you may have;
- d. Providing the Platform and promptly uploading all bills we receive to your Account;

**5.3. You will be jointly and severally liable with the other Residents at your Property to pay us the Fees on a monthly basis until this Agreement comes to an end** . This means that if one Resident fails to pay their share of the Fees, the other Residents must pay that share. In practice, if a Resident fails to pay their share of the Fees by the due date, we shall contact the Resident who has failed to pay and ask them to do so. If that Resident fails to respond, or in any event fails to pay their share of the Fees by the time the next Fees are due, then the outstanding sum shall be payable by the other Residents as part of the next bill.

## **6. Payments and fees**

- 6.1.** You will make payment to Homebox on a monthly basis by direct debit or other payment methods which we make available. We will deposit the payment into a Household e-money account (**e-money account**) held with our partner Lettspay, an e-money agent of Modulr FS Limited. This payment is not directly a fee or charge, and may vary depending on the cost of your bills at the Property.
- 6.2.** Our Service and Platform is provided as part of the Subscription which will continue for an initial period of 12 months. You will be charged a monthly Subscription Fee which is based on the number of bills we manage for your Property and the number of Residents. We will confirm the monthly Subscription Fee amount when you sign up and request a quote.
- 6.3.** We will use the balance from your e-money account to make payment to the bill providers and to collect the Subscription Fee. The balance remains on the account for future bills which fluctuate with seasonal energy usage. With the exception of unlimited energy tariffs, the balance is returned to you when the Agreement has concluded.
- 6.4.** For each Property we will estimate the average monthly household costs taking into account all bills and fees. This is then divided across all liable Residents as the monthly payment due from You and/or each Resident. We periodically revise the estimate of your household costs and update the monthly payment amount accordingly. Where the payment amount increases we will provide you with reasonable notice of the increase.
- 6.5.** You agree that you must pay any set up costs due to a Supplier, including installation of a telephone line or other internet connection and the costs of providing, installing and delivering an Internet router. We will make these setup costs available to you, and these set up costs will be included in the first payment you are required to make.
- 6.6.** You may request a refund of any credit in your household e-money account which exceeds your monthly payment amount, after considering all outstanding bills for that period. We reserve the right to refuse any request where we believe the credit balance is necessary for any seasonal changes in energy usage or anticipated tariff increases.
- 6.7.** Once you have signed up to an Account and we have agreed to provide you with our Service, you agree to pay the monthly Homebox Subscription Fee by the specified Payment Date to benefit from your Subscription.
- 6.8.** During the term of your Subscription, you will be charged the same Subscription Fee on an ongoing monthly basis from the Payment Date. If new bills are added or the number of residents change, we may charge a supplementary Service fee at the same per bill and/or resident rate. We will provide you with reasonable notice of these changes.



- 6.9.** Your Subscription will be terminated at the tenancy end date, provided that this has been provided to us prior to the subscription period either at sign up or before any Subscription renewal.
- 6.10.** Unless your Subscription is terminated in accordance with this Agreement, your Subscription will automatically renew after the first 12 months, for further periods on an ongoing annual basis.
- 6.11.** Every six months, we will provide you with renewal notification. We reserve the right to increase the Subscription fee at your renewal date by providing you with reasonable notice. The notice period will be sufficient to allow you with the option to not renew your Subscription if you do not agree to the increase in the Subscription Fee.
- 6.12.** You must promptly inform us if a Resident leaves the Property, provide the details of the new Resident, if any. We will continue to provide the Services to all remaining Residents, and the monthly payments will be divided across all remaining Residents.
- 6.13.** If We have been unable to collect your monthly payment from You by direct debit and the amount remains outstanding after a period of 10 working days, You may have to pay a late payment charge of £10.00. We will re-attempt to collect the payment by direct debit, if this fails You will be required to make payment to Us by Bank Transfer using the details We provide to You.
- 6.14.** If We are unable to pay a Supplier as a result of a late payment, this may result in the Supplier taking action against your supply account. Possible action could include:
- charging their own late payment fee;
  - suspending or limiting your service until payment is received;
  - terminating your service; or
  - installing a pre-payment meter.

## **7. Cancellation and termination**

- 7.1. Cooling off period:** You may cancel your Subscription within 14 days of signing up or within 14 days of any renewal date by sending us the Model Cancellation Form that is available at the end of this Agreement or by contacting our support team. We will send any refunds of the Subscription Fee due to you within 14 days of you cancelling your Subscription.
- 7.2. Cancellation of subscriptions:** You may cancel at any time by providing us with 30 days notice by emailing us at support@homebox.co.uk. You will be charged a cancellation fee of £15.00 per Property, for each remaining month of your subscription. An example of how the cancellation charge is calculated can be found at the end of this Agreement. You agree that this is a genuine pre-estimate of the loss we will suffer as a result of your early cancellation.
- 7.3.** You will also be liable for any Supplier early exit fees where you also terminate your agreement with the Supplier. We will provide you with information about the relevant exit fees when you sign up with us, you agree to add a Supplier to your Service, or when you transfer Supplier.
- 7.4.** If you do not provide us with a tenancy end date when you sign up to our service, or prior to any renewal, the cancellation fee applies based on a 12 month period from the date of this Agreement or renewal.
- 7.5.** During the notice period we will make a final payment to each Supplier and notify the supplier that we will no longer manage your bills.
- 7.6.** At the end of the notice period we will terminate your Account. We will issue you with a final statement after we have reconciled your Account and where bills are held in our name to ensure

that an accurate final bill has been issued from the Supplier. You agree to provide such assistance and documentation, including all meter readings, as required to terminate the Account or transfer the Account into the name of a liable Resident.

- 7.7.** After a final bill has been issued, you will be required to pay any outstanding balance. Where a credit balance is held with a Supplier, we will request a refund from the Supplier and will use any refund to pay any outstanding balance owed to any other Supplier. Once all outstanding bills have been paid We will return any balances held in the Household e-money account to the Residents. Where You have a credit balance with a Supplier, this balance is held with the Supplier directly and not Homebox; we are unable to issue refunds on a balance held by a Supplier.
- 7.8.** Following the termination of your Account, you will be liable for additional charges from any Supplier bill corrections and any continued usage up until your tenancy end date or completion date. You should ensure that you obtain evidence of any meter readings on this date.
- 7.9.** When your Account is terminated, the energy and water suppliers will continue to supply your Property under a deemed contract, at their Standard Variable Rate. This tariff may be more expensive than the tariff agreed with Homebox. You should contact the existing supplier or a new supplier to agree to a new tariff.
- 7.10. Termination for Convenience:** We may terminate your Subscription at any time by giving 30 days written notice to you. We agree to refund you for any prepaid unused Subscription Fees on a pro-rata basis
- 7.11. Termination for Breach:** A Subscription will terminate immediately upon written notice by a Party (Non-Defaulting Party) if:
- the other Party (Defaulting Party) breaches a material term of this Agreement and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
  - the Defaulting Party is unable to pay its debts as they fall due.
- 7.12. Suspension:** Should we suspect that you are in breach of this Agreement, we may suspend your access to the Services while we investigate the suspected breach.
- 7.13. Consequences of Termination:** Upon expiry or termination of your Subscription:
- we will remove your access to the Services
  - you agree that other than where termination is due to our Termination for Convenience or our breach of this Agreement, and to the maximum extent permitted by law, any payments made by you to us (including any Fees) are not refundable to you; and
  - where we terminate your Subscription for any reason other than a Termination for Convenience, you also agree to pay us our reasonable additional costs directly arising from such termination.
- 7.14.** Termination of a Subscription will not affect any rights or liabilities that a Party has accrued under this Agreement. This clause will survive the termination or expiry of your Subscription.
- 7.15.** This clause will survive the termination or expiry of your Subscription.

## **8. Platform terms of use**

- 8.1.** Subject to your compliance with this Agreement, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with this Agreement. All other uses are prohibited without our prior written consent.



- 8.2.** When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:
- anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
  - using the Platform to defame, harass, threaten, menace or offend any person, including using the Services to send unsolicited electronic messages;
  - tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
  - using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
  - facilitating or assisting a third party to do any of the above acts.
- 8.3.** We agree to use our best endeavours to make the Platform available at all times. However, from time to time we may perform reasonable scheduled and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.
- 8.4.** Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Services, you must place a request via the chat function on our website, via email or by calling us. We will endeavour to respond to any support requests in a reasonable period.
- 8.5.** You acknowledge and agree that the Platform may be reliant on, or interface with third party systems that are not provided by us (for example, utility supplier websites, cloud storage providers, email clients, CRM systems, and internet providers) (Third Party Services).
- 8.6.** You acknowledge and agree that data loss is an unavoidable risk when using any software. To the extent you input any data into the Platform, you agree to maintain a backup copy of any data you input into the Platform.
- 8.7.** You must provide basic information when registering for an Account, including your business name (if applicable), contact name and email address and you must choose a password.
- 8.8.** All personal data you provide to us will be treated in accordance with our privacy notice. You can find our privacy notice at [homebox.co.uk/privacy-policy](https://homebox.co.uk/privacy-policy)
- 8.9.** You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person. Your Account is personal and you must not transfer or provide it to others.
- 8.10.** You are responsible for keeping your Account details and your password confidential and you will be liable for all activity on your Account, including purchases made using your Account detail. You agree to immediately notify us of any unauthorised use of your Account.
- 8.11.** You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Services (Our Intellectual Property) will at all times vest, or remain vested, in us.
- 8.12.** We authorise you to use Our Intellectual Property solely for your personal use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. You may only access Our Intellectual Property on your personal device, and you may not use Our Intellectual Property for any commercial purpose
- 8.13.** You must not, without our prior written consent:

- a. copy, in whole or in part, any of Our Intellectual Property;
- b. reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
- c. breach any intellectual property rights connected with the Services, including (without limitation) altering or modifying any of Our Intellectual Property, downloading Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

**8.14.** Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:

- a. you do not assert that you are the owner of Our Intellectual Property;
- b. unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
- c. you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
- d. you comply with all other terms of this Agreement.

**8.15.** The clauses in this section will survive the termination or expiry of your Subscription.

**8.16.** In consideration of your payment of the Subscription Fees, we will provide the Services in accordance with this Agreement and all applicable laws, whether ourselves or through our personnel.

**8.17.** We warrant to you that the Services will be provided using reasonable care and skill.

**8.18.** You represent, warrant and agree that:

- a. you will not use our Platform or Services, including Our Intellectual Property, in any way that competes with our business;
- b. there are no legal restrictions preventing you from entering into this Agreement;
- c. all information and documentation that you provide to us in connection with this Agreement is true, correct and complete; and
- d. you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services is or will be fit or suitable for your particular purposes), unless expressly stipulated in this Agreement.

## **9. Limitations on and Exclusions to our Liability**

**9.1.** Neither Party may benefit from the limitations and exclusions set out in this section in respect of any liability arising from its deliberate default.

**9.2.** The restrictions on liability in this section apply to every liability arising under or in connection with this Agreement including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.

**9.3.** Nothing in this Agreement limits any Liability which cannot legally be limited, including Liability for:

- a. death or personal injury caused by negligence;
- b. fraud or fraudulent misrepresentation;
- c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- d. defective products under the Consumer Protection Act 1987.

**9.4.** If the Services is defective and it damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

**9.5.** Subject to clause 9.1 (no limitation in respect of deliberate default), clause 9.4 (damage caused by defective digital content) and 9.3 (liability which cannot legally be limited), but despite anything else to the contrary, to the maximum extent permitted by law:

- a. we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with any aspect of your interaction with a Supplier, including their provision of their utility services;
- b. if you are not a consumer, neither Party will be liable for any Consequential Loss;
- c. if you are a consumer, we only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for liability involving any loss of profit, loss of business, business interruption, or loss of business opportunity;
- d. a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss;
- e. if you are a consumer, if either Party fails to comply with this Agreement, neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with this Agreement; and
- f. if you are not a consumer, our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in the 6 months prior to the time at which the Liability arose.

**9.6.** We have given commitments as to the compliance of the Services with this Agreement and applicable Laws in section 9. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from this Agreement.

**9.7.** The clauses in section will survive the termination or expiry of your Subscription.

## **10. General**

**10.1. Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

**10.2. Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.

**10.3. Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

**10.4. Disputes:** If you are not a consumer, a Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the

Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Centre for Effective Dispute Resolution to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction. If you are a consumer, alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to The Law Society of the United Kingdom via their website at <https://www.lawsociety.org.uk/en>. The Law Society of the United Kingdom will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings

- 10.5. Entire Terms:** Subject to your consumer law rights, this Agreement contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in this Agreement, and this Agreement supersedes and extinguishes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, whether written or oral, in respect of its subject matter. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 10.6. Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.
- 10.7. Governing law:** This Agreement is governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Services may be accessed in the UK and overseas. We make no representation that the Services complies with the laws (including intellectual property laws) of any country outside of the UK. If you access the Services from outside the UK, you do so at your own risk and are responsible for complying with the laws in the place you access the Services.
- 10.8. Notices:** Any notice given under this Agreement must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 10.9. Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.
- 10.10. Third party sites:** The Services may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Services, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Services (Affiliate Link) or for featuring certain products or services on the Services. We will make it clear by notice to you which (if any)

products or services we receive a benefit to feature on the Services, or which (if any) third party links are Affiliate Links.

## 11. Definitions

**Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

**Intellectual Property** means any copyright, registered or unregistered designs, patents or trade marks, business names, get-up, goodwill, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application for registration of, and any improvements, enhancements or modifications of, the foregoing, and any right to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future, including in respect of the foregoing.

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to this Agreement or otherwise.

**Property** means the address of a premises or dwelling, that you have provided to use, for the purpose of benefiting from the Services.

**Resident** includes any individual residing at or occupying the Property for residential purposes, or who is otherwise liable for the relevant utility bills at the Property.

**Subscription** means the fixed fee Homebox charges you for the service only and does not include any fees or charges due to a Supplier.

**Supplier** means a third-party who provides a service to your Property, which includes licensed gas and electricity suppliers, heating energy suppliers, telecommunications and internet providers, television services and third-party intermediaries who have agreements with another supplier.

## Fees and charges

You can find an up to date list of our fees and charges on our website.

All fees are inclusive of VAT and may be amended should the VAT rate change.

| Description                                                        | Amount                             | Total annual amount            |
|--------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Homebox Subscription Fee</b>                                    | <b>£15 / month</b><br>per resident | <b>£180</b><br>per resident    |
| <b>Homebox Energy Billing Fee</b><br>per fuel for select Suppliers | <b>£0.50 / day</b><br>per property | <b>£182.50</b><br>per property |
| <b>Homebox Cancellation Fee</b><br><i>per Property</i>             | <b>£15 / month</b>                 | <b>up to £180</b>              |

### Subscription Fee example

#### Cancellation within the first 12-month period.

Account created against a property on 01/08/2025

Cancellation request received on 31/10/2025 (7 months remaining)

Cancellation fees of 7 months x £15 = £105 (£87.50 + VAT)

**Supplier exit fees may also apply.**

#### Terms of Service - Residential Consumer v2.1

##### Valid from:

New Customers agreeing to our Terms of Service from 22 October 2025

Customers renewing after 20 October 2025



## Cancellation form

If you would like to exercise your right to cancel this contract within 14 days without giving any reason, you must inform us of your decision by a clear statement (e.g a letter sent by post or email). You may use the below cancellation form, but it is not a requirement.

If possible, please send the cancellation requests to [support@homebox.co.uk](mailto:support@homebox.co.uk)

**To:** Billing Better Ltd t/a Homebox, PO Box 1404, Crawley, RH10 0SY

**Email:** [support@homebox.co.uk](mailto:support@homebox.co.uk)

**I Hereby give notice that I cancel my contract of sale for the supply of the following service:**

Homebox Service,

**Ordered on**

**Name of consumer(s)**

**Address of consumer(s):**

**Date:**