

TERMS AND CONDITIONS OF SUPPLY

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the services (**Services**) listed on www.housesitmatch.com (**our site**) to you. Please read these terms and conditions carefully and make sure that you understand them, before registering for any Services from our site. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to subscribe to any Services from our site.

1. INFORMATION ABOUT US

1.1 We operate the website www.housesitmatch.com. We are HOUSESIT MATCH LIMITED, a company registered in England and Wales under company number 07892745 and with our registered office at 7 West Way High Wycombe Buckinghamshire United Kingdom HP13 5PT.

2. SERVICE AVAILABILITY

2.1 Our site is only intended for use by people resident in England and Wales and the Commonwealth of Australia (**Serviced Countries**). We do not accept orders from individuals outside those countries.

3. YOUR STATUS

By registering with our site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old;
- (c) you are resident in one of the Serviced Countries; and (d) you are accessing our site from that country.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 After registering with us, you will receive an e-mail from us acknowledging that we have received your registration. Please note that this does not mean that your registration has been accepted. Your registration constitutes an offer to us to subscribe to a Service. All registrations are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms

that the service requested has been accepted and registered. (**Service Acceptance**). The contract between us (**Contract**) will only be formed when we send you the Service Acceptance and you have paid for the Service through our third party payment processor; Worldpay™.

4.2 The Contract will relate only to those Services whose registration we have confirmed in the Service Acceptance. We will not be obliged to supply any other Services which may have been part of your registration until the acceptance of such Services has been confirmed in a separate Service Acceptance and we have received the payment for them.

5. **OUR STATUS**

5.1 Please note that in some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of themselves. You should carefully review their terms and conditions applying to the transaction.

5.2 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products or services you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. If you would like information about your legal rights you should contact your local trading standards, citizens advice bureaux or legal advisor. We will notify you when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third party seller.

6. **CONSUMER RIGHTS**

6.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Service Acceptance. In this case, you will receive a full refund of the price paid for the Services in accordance with our cancellation policy (set out in clause 10 below).

6.2 To cancel a Contract, you must inform us in writing. You must also warrant that you will delete all and any material that may have been sent to you in relation to the Services and return any paperwork and information that you may have received in relation to the Services to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the information provided as a result of the Services while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

6.3 Details of your statutory right of cancellation, and an explanation of how to exercise it, are provided in the Service Acceptance. This provision does not affect your other statutory rights as a consumer.

7. SUPPLY OF SERVICES

7.1 We shall supply the Services to you in accordance with the description or specification of the Services provided in writing by us to you.

7.2 We shall use all reasonable endeavours to meet any performance dates specified in the Service Acceptance, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

7.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.

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

8. YOUR OBLIGATIONS

8.1 You shall:

- (a) Ensure that the terms of the registration are complete and accurate;
- (b) Co-operate with us in all matters relating to the Services;
- (c) Provide us with such information and materials as we may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects;
- (d) Prepare your paperwork and/or premises for the supply of the Services (where applicable);
- (e) Obtain and maintain all necessary passports, visas, licences, permissions and consents which may be required before the date on which the Services are to start;
- (f) Obtain and maintain all necessary insurance policies (where applicable) which may be required before the date on which the Services are to start.
- (g) Keep all information provided to you in relation to the Services provided to you confidential, in accordance with clause 12 of these terms and conditions.

8.2 If our performance or any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (User default):

- (a) we shall without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy the User Default and to rely on the User Default to relieve it from the performance of any of its obligations to the extent the User Default prevents or delays our performance of any of its obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the User Default.

9. PRICE AND PAYMENT

9.1 The price of the Services will be as quoted on our site from time to time, except in cases of obvious error.

9.2 Services prices include VAT and GST (where applicable). However, if the rate of VAT or GST (where applicable) changes between the date of your registration and the date of performance of the Services, we will adjust the VAT or GST (where applicable) you pay, unless you have already paid for the Services in full before the change in VAT or GST (where applicable) takes effect.

9.3 Services prices are liable to change at any time, but changes will not affect registrations in respect of which we have already sent you a Service Acceptance.

9.4 Our site contains a large number of Services and it is always possible that, despite our best efforts, some of the Services listed on our site may be incorrectly priced. We will normally verify prices as part of our confirmation procedures so that, where a Service's correct price is less than our stated price, we will charge the lower amount when providing the Service to you. If a Service's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before providing the Service, or reject your order and notify you that we are rejecting it.

9.5 If the pricing error is obvious and unmistakable and could have been reasonably recognised by you as an error, we do not have to provide the Services to you at the incorrect (lower) price.

9.6 Payment for all Services must be made via STRIPE™ or PAYPAL™. Both STRIPE™ and PAYPAL™ are third party payment processors. We will not charge you until we accept your order.

10. CANCELLATION

10.1 Without limitation to your other rights or remedies, you may cancel the Contract for any reason whatsoever within 14 working days of receipt of the Service Acceptance.

10.2 Without limitation to its other rights or remedies, each party may cancel the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (e) creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (h) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or

similar to any of the events mentioned in clause 10.1(b) to (g) inclusive;


- (i) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (j) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

10.3 Without limiting its other rights or remedies, we may cancel the Contract with immediate effect by giving written notice to you, if you fail to pay any amount due under this Contract on the due date for payment.

10.4 Without limiting its other rights or remedies, each party shall have the right to cancel the Contract by giving the other party 1 month's written notice.

10.5 Without limiting its other rights or remedies, we shall have the right to suspend provision of the Services under the Contract or any other contract between you and us if you become subject to any of the events listed in clause 10.1 (b) to clause 10.1 (g), or if we reasonably believe that you are about to become subject to any of them or if you fail to pay any amount due under this Contract on the due date for payment.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by HOUSESIT MATCH LIMITED.  HouseSit Match is a registered trademark in the United Kingdom.

11.2 You acknowledge that, in respect of any third party Intellectual Property Rights, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to licence such rights to you.

11.3 All materials, equipment, documents and other property of HOUSESIT MATCH LIMITED are the exclusive property of HOUSESIT MATCH LIMITED.

12. CONFIDENTIALITY

A party (Receiving Party) shall keep in the strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees agents or subcontractors and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of

such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the contract and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 12 shall survive termination of the Contract.

13. OUR LIABILITY

13.1 Nothing in these conditions excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any deliberate breaches of these terms and conditions that would entitle you to terminate the Contract; or
- (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

13.2 Where you buy any Product or Services from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

14. IMPORT DUTY

14.1 If you order products or Services from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

14.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

15. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal

requirement that such communications be in writing. This condition does not affect your statutory rights.

16. NOTICES

All notices given by you to us must be given to HOUSESIT MATCH LIMITED at admin@housesitmatch.com. We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in clause 15 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

17. TRANSFER OF RIGHTS AND OBLIGATIONS

17.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

17.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

17.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

18. EVENTS OUTSIDE OUR CONTROL

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).

18.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (d) impossibility of the use of public or private telecommunications networks;

- (e) the acts, decrees, legislation, regulations or restrictions of any government; and
- (f) pandemic or epidemic.

18.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

19. WAIVER

19.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

19.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

19.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 16 above.

20. SEVERABILITY

If any court or competent authority decides that any of the provisions of these terms and Conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

21. ENTIRE AGREEMENT

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

22. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

22.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in

technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

22.2 You will be subject to the policies and terms and conditions in force at the time that you register for Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Service Acceptance (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Services).

23. LAW AND JURISDICTION

Contracts for the supply of Services through our site 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) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

24. THIRD PARTY RIGHTS

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.