

# Our Terms and Conditions

## ALL-INCLUSIVE BILLING AGREEMENT – TERMS AND CONDITIONS

### AGREED TERMS AND CONDITIONS

#### 1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions:

<b>“Acceptable Use Policy”</b>	means only using the gas, electricity, or water services for legitimate private, personal and domestic/residential use and not using the gas, electricity or water in a disproportionate or excessive manner or for commercial, business purposes;
<b>“Affected Party”</b> <b>“Agreement”</b>	shall have the meaning given to it in clause 12.2; the agreement between Split The Bills and the Customer for the supply of Services including the All-Inclusive Billing Agreement (which incorporates these Conditions) and any relevant Utility Order Forms;
<b>“Agreement End Date”</b> <b>“All-Inclusive”</b>	the date as set out in the All-Inclusive Billing Agreement; this means that Utilities charges are included in and payable as part of the rent;
<b>“All-Inclusive Billing Agreement”</b>	the All-Inclusive Billing Agreement (in a format provided by Split The Bills) including its schedules, annexes and appendices (if any) in which the Customer orders the Service(s) and which incorporates these Conditions;
<b>“Applicable Law”</b>	all applicable laws, statutes, regulations, codes and guidance from time to time in force;
<b>“Application Form”</b>	the application form (in a format provided by Split The Bills) including any schedules, in which the Customer requests the Services, that is returned by email, post, by hand or other electronic means to Split The Bills which incorporates by reference these Conditions;
<b>“Business Day”</b>	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
<b>“Commencement Date”</b> <b>“Confidential Information”</b> <b>“Conditions”</b>	the date the All-Inclusive Billing Agreement has been fully executed (signed by both Parties); has the meaning given to it in clause 10; these general terms and conditions as amended from time to time in accordance with clause 4;
<b>“Customer”</b>	the party named in Part 2 of the All-Inclusive Billing Agreement;
<b>“Data Protection Legislation”</b>	any law, statute, regulation, rule or other binding restriction regarding the protection of individuals with regards to the processing of their personal data to which a Party is subject (including the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426)), together with any guidance or codes of practice issued by the Information Commissioner, as updated from time to time;

**“Disclosing Party”**

**“End Date”**

**“Equipment”**

**“Fee”**

**“Force Majeure Event”**

**“Group Company”**

**“Group”**

**“Intellectual Property Rights”**

**“Party”**

**“Parties”**

**“Premises”**

**“Principal Provider”**

**“Receiving Party”**

**“Services”**

**“Shared Personal Data”**

**“Start Date”**

**“Tenant” or “Tenants”**

**“Split The Bills”**

means the Party which discloses (directly or indirectly) its Confidential Information to the other Party;

in respect of each Premises, the end date for the supply of Utilities set out in the Utility Order Form; any hardware supplied by Split The Bills (or a Principal Provider) to the Customer or the Tenants in order to receive the Utilities at the Premises;

the amount(s) payable by the Customer for or relating to the Services as calculated in accordance with the Schedule A (Pricing Model) attached to the Application Form; has the meaning given in clause 12.1;

means, in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;

means, in relation to a company, any member of its Group;

patents, right to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights 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 in any part of the world;

reference to Split The Bills and the Customer individually;

Split The Bills and the Customer referred to collectively.

the site supply addresses set out in the Utility Order Form;

means an entity who Split The Bills arranges (as agent for the electricity supply, gas supply, water and TV licence, or otherwise as a reseller) to supply of one or more Utilities to a Premises;

means the Party which (directly or indirectly) receives Confidential Information relating to the other Party;

means the Utility Management Services;

shall have the meaning given to it in clause 11.2;

in respect of each Premises, the start date for the supply of the Utilities as set out in the Utility Order Form;

one or more tenants living in a Premises;

STB2 Limited, incorporated and registered in England and Wales with company number (13017311) whose

**“Utility” or “Utilities”**  
**“Utility Management Services”**  
**“Utility Order Form”**

registered office is at 6th Floor, 1 New Era Square, Sheffield, England, S2 4RB.

means gas, electricity, water, TV licence and internet; the provision of utility management services by Split The Bills in respect of the Utilities at the Premises; the form (in a format provided by Split The Bills) in which the Customer sets out its order for the supply of Utility Management Services to a Premises, that is returned by email, post, by hand or other electronic means to Split The Bills;

**“Utility Package”**

means the Utilities specified in the Utility Order Form to be provided to the Premises by the Principal Providers;

**“VAT”**

value added tax chargeable under English law for the time being and any similar additional tax; and

**“Website”**

the website at [www.splitthebills.co.uk](http://www.splitthebills.co.uk) or any subsequent web address notified by Split The Bills.

In these conditions:

- 1.1. Clauses, schedules, appendices and paragraph headings shall not affect the interpretation of these Conditions.
- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3. Schedules, annexes and appendices attached to the All-Inclusive Billing Agreement form part of the Agreement and shall have effect as if set out in full in the body of the Agreement. Any reference to the All-Inclusive Billing Agreement includes the schedules, annexes and appendices attached thereto.
- 1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5. A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.8. The terms “data controller”, “data subject”, “personal data”, “personal data breach” and “supervisory authority” shall have the meanings attributed to them in the Data Protection Legislation.
- 1.9. If there is any ambiguity, discrepancy or inconsistency in the documents which constitute the Agreement, the following order of precedence shall apply:
  - (a) the All-Inclusive Billing Agreement;
  - (b) these Conditions;
  - (c) the Utility Order Form; and
  - (d) any other document constituting the Agreement.

**2. THE AGREEMENT**

- 2.1. The Agreement shall come into existence on the Commencement Date and shall continue, unless terminated earlier in accordance with these Conditions, until the Agreement End Date.
- 2.2. The Conditions apply to the exclusion of any other terms or conditions sought to be imposed by the Customer (including without limitation, the terms in any insertion, purchase order, or which are implied by trade, custom or course of dealing, which are expressly excluded and shall not be binding on Split The Bills).

**3. OBLIGATIONS**

**SPLIT THE BILLS' OBLIGATIONS**

- 3.1. Split The Bills shall arrange for the provision of the Utilities at the Premises from the Start Date until the End Date as set out in each Utility Order Form, in accordance with and subject to these Conditions.
- 3.2. The Utility Management Services shall be supplied in accordance with these Conditions.
- 3.3. The Services will be supplied subject to any restrictions that may be imposed by Applicable Law.

**THE CUSTOMER'S OBLIGATIONS**

- 3.4. The Customer agrees that, throughout the term of the Agreement, Split The Bills shall be the sole provider of utility management services in respect of Utilities to the Premises. The Customer agrees that it shall not, until the Agreement is terminated or expires in accordance with these Conditions, offer, work with or receive services from any other provider of services that are the same as, or substantially similar to the Utility Management Services in relation to any other accommodation that it manages, lets and / or advertises.
- 3.5. The Customer shall:
  - (a) co-operate with Split The Bills in all matters relating to the Services;
  - (b) provide, for Split The Bills, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Premises, data and other facilities as may be reasonably required in connection with the provision of the Services and the repair, maintenance and replacement of the Equipment;
  - (c) provide such assistance and information as Split The Bills may reasonably require to assist Split The Bills and / or an incumbent supplier (including but not limited to Principal Providers) in transferring the supply of Utilities to or from a Premises;
  - (d) not cause, and ensure that the Tenants do not cause, damage to the Equipment, nor dispose of or use the Equipment other than in accordance with Split The Bills' written authorisation;
  - (e) provide to Split The Bills in a timely manner all documents, information and items required by Split The Bills in connection with the Services and ensure that they are accurate and complete;
  - (f) provide, for Split The Bills and / or the Principal Providers (including their agents, subcontractors, consultants and employees), in a timely manner, access to the Premises to enable Split The Bills and / or the Principal Provider to, if they consider it necessary, disconnect the supply of the Utilities;
  - (g) pass on to the Tenant (within 3 working days of receiving it) all information and documents in relation to the principal terms of the supply agreement with the Principal Provider that Split The Bills has shared with the Customer under clause 4.13(i) or that the Principal Provider has sent directly to the Customer, for the attention of the Tenant;
  - (h) at all times comply with any guidance, policies or other reasonable instructions provided by Split The Bills to the Customer in connection with the Services; and
  - (i) include or procure the inclusion of in its tenancy agreements for the Premises a clause or clauses requiring that the relevant Tenants facilitate the performance by:
    - (i) Split The Bills and the Customer of their respective obligations under the Agreement; and
    - (ii) Split The Bills and/or any Principal Provider of their respective obligations under any contract for the supply of any of the Utilities.

**4. THE UTILITY MANAGEMENT SERVICES**

- 4.1. Subject to clauses 4.2 and 4.3 acceptance of a Utility Order Form by Split The Bills shall be deemed to occur immediately upon receipt of the completed Utility Order Form returned to Split The Bills by the Customer.
- 4.2. Split The Bills reserves the right to reject any Utility Order Form that it receives. Split The Bills will notify the Customer in writing as soon as reasonably practicable where it rejects a Utility Order Form, providing details of the reason for the rejection, which might be because of (but not limited to) one of the following reasons:
  - (a) identification of an error in the price or description of the Utility Management Service;
  - (b) some or all of the Utilities Package are not available for the Premises;
  - (c) Split The Bills, or a Principal Provider, are unable to meet a delivery deadline specified in the Utility Order Form;
  - (d) Split The Bills is not allowed to provide the Utility Management Service or Utilities Package to the Customer or Tenant;
  - (e) Split The Bills cannot carry out the Utility Management Service;
  - (f) Split The Bills cannot authorise a Customer payment;

- (g) other circumstances not included in (a) to (f) above, that are outside of Split The Bills' reasonable control.
- 4.3. In addition to the reasons for rejection set out in clause 4.2, Split The Bills reserves the right to:
- reject any Utility Order Form; or
  - cancel any accepted Utility Order Form,
- where it becomes aware that the incumbent supplier of gas and / or electricity to the Premises is supplying the gas and / or electricity under a business-to-business relationship.
- 4.4. If Split The Bills has to change any of the key information in relation to the Utility Order Form after Split The Bills accepts that Utility Order Form, Split The Bills may only do this if the Customer agrees to it. Key information is: the main characteristics of the service to be provided, Split The Bills' identity, price, other costs, contract duration, and conditions for terminating. However, if changes are reasonably necessary for the following reasons after the Utility Order Form has been accepted by Split The Bills, Split The Bills may amend these Conditions and if the amendment disadvantages the Customer and/or results in any price/cost increase to the Customer (other than Fee increases permitted under these Conditions), Split The Bills will notify the Customer of the changes in advance and the Customer can request to cancel the relevant Utility Order Form to which the changes apply before the change takes effect and receive a refund for any services paid for in advance but not received:
- for valid legal or regulatory reasons;
  - to improve the security and operation of Split The Bills' services;
  - because of a change imposed on Split The Bills by the Principal Provider; or
  - to enhance any of our services.
- 4.5. If the Customer wishes to make a change to the Utilities Package, please contact the Split The Bills' customer support team at 0330 053 9350 or by writing to them at [business@splitthebills.co.uk](mailto:business@splitthebills.co.uk) to discuss the requested change. When the Customer requests a change, Split The Bills will liaise with any relevant Principal Providers and let the Customer know if the change is possible. If the change is possible, and before Split The Bills makes any changes that the Customer requests, Split The Bills will let the Customer know about:
- any reasonable changes to the Fees because of the requested change;
  - any other reasonable charges that Split The Bills is aware of that may become payable because of the requested change (this may include early termination fees, cancellation fees and / or administration fees imposed by Split The Bills or the Principal Provider); and
  - the timing of any change to the supply of the Utilities in connection with the requested change,
- and Split The Bills will ask the Customer to confirm agreement that they still wish to go ahead with the change.
- 4.6. Split The Bills may change the Utility Management Services (and / or the associated Utilities Package):
- without notice to:
    - reflect changes in relevant laws and regulatory requirements applicable to Split The Bills and / or the Principal Provider, where such changes are neither disadvantageous to the Customer nor bring about an increase in the Fee; or
    - implement technical adjustments and / or service improvements, provided these changes do not affect the Customer's receipt of the service;
  - by notifying the Customer a reasonable time in advance and giving the Customer the opportunity to cancel the relevant Utility Order Form before the change takes effect and receive a refund for any services paid for in advance but not received if it is reasonably necessary to implement any change because:
    - the Principal Provider alters its terms for, or availability of (generally or in respect of the Premises) all or a part of the Utilities Package; or
    - in respect of the supply of gas or electricity, the Principal Provider has made a change to the relevant supply agreement, and such change is either disadvantageous to the Customer, or brings about an increase in the Fees.
- 4.7. By submitting the Utility Order Form, the Customer is agreeing to contract with Split The Bills to appoint Split The Bills (and / or any of its Group Companies) as the agent to arrange, conclude and manage contracts between the Customer and/or the Tenant and the Principal Providers for the supply of the Utilities Package to the Premises. That means that the Customer authorises Split The Bills (and / or any of its Group Companies) to sign the Customer and/or the Tenant up to a contract that is directly between the Customer and/or the Tenant and each Principal Provider to receive the relevant Utility and, if applicable, to switch the Premises over from an existing supplier to a new supplier of the same Utility.
- 4.8. Where Split The Bills (and / or any of its Group Companies) acts as agent, the contracts for the Utilities are between the Customer and/or the Tenant and each of the Principal Providers and the Customer (and/or Tenant as applicable) is responsible for paying all costs which accrue as a result of the use of the Utilities Package, although Split The Bills will manage these payments on the Customer's behalf as part of the Utility Management Services.
- 4.9. The Customer acknowledges that Split The Bills (or its Group Companies) may also act as agent of the Principal Provider to arrange, conclude and manage contracts between the Customer and/or other tenant(s) and the Principal Provider in connection with the supply of the Utilities Package to the Premises and in relation to which Split The Bills (or its Group Companies) may receive commissions or service fees.
- 4.10. The Customer agrees and acknowledges that Split The Bills will start to provide the Utility Management Services in respect of a Premises from the acceptance of the Utility Order Form and request that the Principal Providers provide the Utilities Package from the Start Date set out in the Utility Order Form, until the End Date set out in the Utility Order Form. It is the Customer's responsibility to ensure the Start Date and End Date stated in the Utility Order Form are correct.
- 4.11. Split The Bills is not responsible for delays to the provision of, or early expiry of the Utility Management Services and / or Utilities Package as a result of incorrect Start Date and / or End Date information set out in the Utility Order Form. The Start Date for the Utilities Package should not be before the start date of the relevant tenancy agreement. In the event an incorrect Start Date is entered on the Utility Order Form, the Customer is responsible for the reasonable costs incurred by Split The Bills as a result of arranging for Principal Provider(s) to provide Utilities to the Premises from the requested Start Date. Split The Bills' responsibility in relation to a Utility Order Form expires on the earlier of (i) the End Date as set out in the Utility Order Form, or (ii) the cancellation or termination of the Utility Order Form, or (iii) the termination of the Agreement.
- 4.12. Split The Bills will tell the Customer the identity of each Principal Provider for each Utilities Package prior to the requested Start Date and let the Customer know if this changes during the period of the Utility Management Services for the Premises. The Customer and/or Tenant (as applicable) has a 14-day right to cancel each of these contracts with each Principal Provider.
- 4.13. As agent, the Customer authorises Split The Bills (and / or any of its Group Companies) to:
- contract with Principal Providers in the Customer's (or Tenant's) name for the purpose of such Principal Providers supplying Utilities to the Premises;
  - receive bills and correspondence from the Principal Providers;
  - settle relevant amounts due to the Principal Providers from the Fees the Customer pays to Split The Bills;
  - access information about the Premises account with the Principal Provider;
  - manage and make changes to the Premises account payment plan with the Principal Provider;
  - inform the Principal Provider where the contract in relation to the Utility Order Form comes to an end;

- (g) take any other reasonable actions as may be reasonably required in order to arrange and manage the provision of the Utilities Package to the Premises by the Principal Providers;
  - (h) be a named contact and/or agent on the Premises' account with each Principal Provider and liaise with the Principal Providers on the Customer's and/or Tenant's behalf. This means that where Split The Bills' (and / or any of its Group Companies) contract with Principal Providers on behalf of the Customer or Tenant as agent, the contractual supply relationship will always be directly between the Customer or Tenant and the Principal Provider and Split The Bills will have no rights or obligations under the supply contract with the Principal Provider except as expressly set out in these terms and conditions. Split The Bills does not make any supply, re-supply or resale of electricity or gas; and
  - (i) throughout the duration of the contracts for the supply of gas and electricity with the Principal Provider, pass on to the Customer (within 3 working days of Split The Bills receiving it) all information and documents in relation to the principal terms of this agreement with the Principal Provider that the Principal Provider has provided to Split The Bills, for the attention of the Customer or Tenant, to the contact details provided by the Customer for this purpose.
- 4.14. If, as part of performing the Utility Management Services, Split The Bills seeks to arrange reasonable access to a Premises (or the Customer arranges access directly with a Principal Provider) and the Customer or Tenant does not allow Split The Bills, or the Principal Provider (or any third party acting on behalf of Split The Bills or the Principal Provider), reasonable access to the Premises as arranged, Split The Bills may charge the Customer £50 and the Customer agrees to pay £50, which amounts to the reasonable cost(s) incurred by Split The Bills as a result of the failed access, including, any missed site visit fee applied by the Principal Provider. If, despite Split The Bills' reasonable efforts and after making several attempts, Split The Bills is unable to contact the Customer or re-arrange access to the Premises in circumstances where access is reasonably required by a Principal Provider (or any third party acting on behalf of the Principal Provider) in connection with the provision of a Utility, Split The Bills may end the contract under the Utility Order Form and clause 9.2 will apply.
- 4.15. In addition to the information provided in the Utility Order Form, Split The Bills will need certain information so that Split The Bills can provide the Utility Management Services and arrange and manage the supply of the Utilities Package from the Principal Providers, which may include (but is not limited to) opening meter readings (when the Tenant moves into the Premises), monthly meter readings, closing meter readings (when the Tenant moves out of the Premises), contact details and/or payment details. To the extent the information that Split The Bills reasonably requires has not been provided in the Utility Order Form, Split The Bills will contact the Customer in writing to ask for this information. If the Customer does not, within a reasonable time of Split The Bills asking for it, provide Split The Bills with this information, or if the Customer provides Split The Bills with incomplete or incorrect information, Split The Bills may either end the relevant contract relating to the Utility Order Form or make an additional charge of a reasonable sum to compensate Split The Bills for any extra work or charges that Split The Bills (and / or any of its Group Companies) incurs as a result.
- 4.16. Split The Bills will not be responsible for not providing any part of the Utility Management Services if this is caused by the Customer not giving Split The Bills information Split The Bills needs within a reasonable time of Split The Bills asking for it or providing incorrect information. If the Customer does not provide monthly meter readings, the Customer agrees to allow Split The Bills or a Principal Provider (or a third party authorised by Split The Bills or a Principal Provider), safe access to the Premises from time to time during reasonable daytime, weekday hours upon reasonable notice to obtain the meter readings required.
- 4.17. Split The Bills, or a Principal Provider, may have to suspend all or part of the Utility Management Services and / or Utilities to allow Split The Bills or a Principal Provider to:
- (a) deal with technical problems;
  - (b) update the Utility Management Services or Utilities Package to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the Utility Management Services or Utilities Package as requested by the Customer (see clause 4.5);
  - (d) make changes to the Utility Management Services or Utilities Package as notified by Split The Bills to the Customer (see clause 4.6); or
  - (e) make enquiries and investigate where a Principal Provider reasonably believes that a meter recording the usage of gas or electricity at the Premises has been damaged or interfered with (other than due to an act or omission of the Principal Provider). Any suspension of the supply of gas and/or electricity will be reinstated as soon as reasonably practicable after the enquiries and investigation have taken place, and in the reasonable opinion of Split The Bills or the Principal Provider the damage or interference has been resolved.
- 4.18. Except where an issue with the supply to the Premises requires urgent suspension, Split The Bills will notify the Customer in advance to tell the Customer if Split The Bills becomes aware that Split The Bills or a Principal Provider will be suspending the supply of a Utility to the Premises because of the circumstances set out in clause 4.17. If Split The Bills informs the Customer that such suspension will last one month or more, the Customer will (except where the suspension arises under 4.17(c)) be entitled to cancel the relevant Utility Order Form and Split The Bills will refund any sums paid in advance for parts of the Utilities Package which have not been provided by the Principal Provider.
- ## 5. UTILITY PRICING
- 5.1. In consideration of the provision of the Services, the Customer shall pay the Fee (which includes VAT) by monthly direct debit in advance to a bank account in the UK nominated in writing by Split The Bills.
- 5.2. If the rate of VAT changes between the date of the Utility Order Form and the date Split The Bills begins providing the Utility Management Services, Split The Bills will adjust the rate of VAT that the Customer pays, unless the Customer has already paid for the Utility Management Services in full before the change in the rate of VAT takes effect.
- 5.3. Without prejudice to any other right or remedy that Split The Bills may have, if the Customer fails to pay Split The Bills any sum due on the due date, Split The Bills shall:
- (a) be entitled to charge the Customer and the Customer agrees to pay, interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment; and
  - (b) be entitled to suspend all or part of the Services and/or (except to the extent prohibited under the supply agreement between the Customer and any relevant Principal Provider) the Utilities until payment has been made in full.
- 5.4. The Customer agrees to pay the Fee throughout the term of the Agreement. The Fee includes a service fee for Split The Bills' Utility Management Services (i.e., the arrangement, administration and management of the Utilities Package) as well as the amount Split The Bills needs to pay to the Principal Providers for supplying the Utilities included in the Utilities Package. The Customer acknowledges and agrees that Split The Bills is entitled to retain as Split The Bills' service fee for the Utility Management Services any difference between the amount of the Fee Split The Bills receives from the Customer and the amount Split The Bills needs to pay to the Principal Providers in respect of their supply of the Utilities, as well as any commissions or service fees paid to Split The Bills by the Principal Providers in connection with the Utility Management Services that Split The Bills provides to the Customer including where Split The Bills (and / or any of its Group Companies) is also the agent of the Principal Provider in connection with the provision of Utilities to the Premises. The Customer agrees that the Customer will not do anything with a view to requesting such difference, commission or service fees be paid to the Customer (or Tenant) by a Principal Provider.



- 5.5. If the Agreement or any Utility Order Form is ended it will not affect Split The Bills' right to receive any Fees or other sums which the Customer owes to Split The Bills under the Agreement.
- 5.6. Split The Bills may increase the Fee in proportion to the actual number of Tenants where Split The Bills becomes aware that the number of Tenants living in the Premises is greater than the number of Tenants listed on the Utility Order Form. In addition, if the relevant Premises has more bedrooms than occupants, the Customer must notify Split The Bills and the Customer may incur additional charges in proportion to the number of unoccupied bedrooms. For example, if four Tenants are listed on the Utility Order Form and Split The Bills becomes aware that it is a five-bedroom Premises or there are five Tenants living in the Premises, Split The Bills may increase the Fee by an amount equal to one additional Tenant to reflect there being five bedrooms / Tenants.
- 5.7. Without prejudice to any other rights it may have, Split The Bills reserves the right to increase Split The Bills' Fee in proportion to the reasonable losses Split The Bills incurs where in Split The Bills' reasonable opinion, the use of gas, electricity or water usage at the Premises is deemed to breach Split The Bills' Acceptable Use Policy.
- 5.8. All sums payable to Split The Bills under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6. LIABILITY**
- 6.1. Notwithstanding any other provision of these Conditions, the liability of the Parties shall not be limited in any way in respect of the following:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent representation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
  - (d) any liability which cannot legally be limited.
- 6.2. Nothing in this clause 6 shall limit the Customer's payment obligations under the Agreement, any liability of the Customer for its wilful default or abandonment, or any liability under clause 8.5.
- 6.3. The Customer is responsible for and shall pay Split The Bills for any damage or loss (excluding damage caused by fair wear and tear) to the Equipment unless the damage or loss is caused by Split The Bills or its agents. Split The Bills have the right to charge the Customer in respect of such damage or loss, for the cost of any repair or replacement of the Equipment. The exercise of Split The Bills' rights under this clause 6.3 is without prejudice to any other right or remedy Split The Bills may have.
- 6.4. Subject to clause 6.1 and these Conditions, Split The Bills shall not be liable to Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for any:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of or damage to goodwill;
  - (f) loss of use or corruption of software, data or information;
  - (g) wasted expenditure; or
  - (h) indirect, special or consequential loss.
- 6.5. Subject to clauses 6.1 and 6.4, Split The Bills' total aggregate liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall not exceed the lower of:
- (a) all sums paid by the Customer under the Agreement in respect of the Services actually provided by Split The Bills in the twelve months preceding the date on which the claim arose; and
  - (b) £25,000 (twenty-five thousand pounds).
- 6.6. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.
- 6.7. Split The Bills shall have no liability for any losses under or in connection with the Agreement unless the Customer gives Split The Bills notice of such losses in writing, including, reasonable details of the loss and a reasonable estimate of the amount claimed, within 3 months of the date
- 5 Last updated 12 March 2024

Customer became aware, or ought reasonably to have become aware of such losses.

**7. FAULTS AND INTERRUPTION TO THE PROVISION OF THE SERVICES**

- 7.1. Split The Bills cannot guarantee fault free provision of the Services or that there will be no failures or interruptions in the provision of the Services or the Utilities. Split The Bills does not guarantee that the Services or Utilities will be available at all times.
- 7.2. The provision of the Utilities by the Principal Provider to the Premises in connection with the Agreement may be interrupted or the Premises may be disconnected from the Utilities. Split The Bills will not be liable for any such interruption or disconnection of Utilities unless caused as a direct result of Split The Bills' failure to perform its obligations under the Agreement. In addition, Split The Bills shall not be liable for any failure or breach under the Agreement that arises as a result of or in connection with:
- (a) A Force Majeure Event in accordance with clause 12;
  - (b) Split The Bills or the Principal Provider considering it necessary to disconnect the supply of the Utilities:
    - (i) to avoid danger to property or life;
    - (ii) to avoid failure or interference with the utilities supplied to another property; or
    - (iii) so that Split The Bills, the Principal Provider, its contractors or agents can inspect, alter, maintain, repair, remove or add to the Equipment;
  - (c) accident or other emergency affecting or likely to affect the Equipment, or any other system through which the Principal Provider (directly or indirectly) provides the Utilities;
  - (d) interruption or disconnection due to the Principal Provider's (or its contractors or agents) act, error or omission; or
  - (e) if Split The Bills cease to be entitled by Applicable Law to provide the Services under this Agreement or any other relevant agreement.
- 7.3. Except in an emergency and provided always that it is reasonably practicable for Split The Bills to do so, Split The Bills will use reasonable endeavours to provide the Customer with not less than three (3) Business Days advance notification where it becomes aware of a planned Service / Utilities interruption affecting a Premises that is expected to last more than sixty (60) minutes, such notification shall (to the extent known) include:
- (a) the date and time on which the Services / Utilities(s) are expected to be interrupted; and
  - (b) the estimated length of the interruption.
- 7.4. If there is a fault or interruption to the Service(s) and / or Utilities (other than an interruption which Split The Bills notified the Customer about in accordance with clause 7.3), or if the Customer has a question or is otherwise unhappy with the Service(s) Split The Bills has provided or has any other question, the Customer should inform Split The Bills as soon as possible by emailing [business@splitthebills.co.uk](mailto:business@splitthebills.co.uk).
- 7.5. In respect of the supply of gas or electricity, and regardless of whether a complaint has been raised to Split The Bills or not, the Customer (and Tenant) has the right to contact the relevant Principal Provider. Split The Bills will provide the Customer with all information provided to Split The Bills by the relevant Principal Provider of gas and/or electricity in respect of the Customer's and/or Tenant's contract with them in respect of:
- (a) how to identify and contact the relevant Principal Provider;
  - (b) how to seek advice from Citizens Advice consumer service;
  - (c) what the Customer's rights are as to how disputes are settled; and
  - (d) how to access appropriate assistance and advice, including in respect of debt prevention and management and energy efficiency.

**8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. The Customer acknowledges and agrees that Split The Bills and/or its licensors own all Intellectual Property Rights and all other rights in the Services and any other documents, products and materials provided by Split The Bills in connection with the Services. The Customer shall not take any action or omit to take any action which may or is likely to jeopardise, limit or interfere in any manner with such title, Intellectual Property Rights or interest.

- 8.2. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, any Intellectual Property Rights, or any other rights or licences in respect of the Services and any other documents, products and materials provided by Split The Bills in connection with the Services.
- 8.3. The Intellectual Property Rights and related rights in any content accessed through the Customer's use of the Services are the property of the applicable content owner and protected by Applicable Laws.
- 8.4. The Customer shall notify Split The Bills, immediately and in writing, of any allegation of infringement of any Intellectual Property Rights prompted by the Customer's use of the Service(s). The Customer shall:
- (a) not, without prior consultation with Split The Bills, make any admission of liability, agreement or compromise in relation to an alleged infringement of Intellectual Property Rights;
  - (b) allow Split The Bills, or at Split The Bills' election, a Principal Provider, to conduct all negotiations and proceedings and, if applicable, to settle the Intellectual Property Rights claim;
  - (c) provide Split The Bills or the Principal Provider with such reasonable assistance regarding the Intellectual Property Rights claim; and
  - (d) allow Split The Bills or the Principal Provider to modify the Services so that it ceases to be infringing.
- 8.5. The Customer warrants and undertakes that any content that it uploads, displays or otherwise makes available via the Website will not infringe any Intellectual Property Rights or other rights of any third party and the Customer agrees that it shall indemnify, keep indemnified, and hold harmless Split The Bills, in respect of any damages, losses, costs, expenses or claims arising in relation thereto.
- 8.6. Upon termination of the Agreement, howsoever arising, the Customer shall cease to use all Intellectual Property of Split The Bills that it may have been permitted to use under or in connection with the Agreement.

## 9. TERMINATION AND SUSPENSION

- 9.1. Without affecting any other right or remedy available to it, Split The Bills may suspend and/or terminate the Agreement or (at Split The Bills' discretion) the applicable Utility Order Form, with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any other term of the Agreement which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of 14 days after being notified in writing to do so;
  - (b) the Customer 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 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 IA 1986;
  - (c) the Customer is the subject of a bankruptcy petition, winding-up petition, application or order; or
  - (d) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
  - (e) the Customer does not, within a reasonable time of Split The Bills asking for it, provide Split The Bills with complete and correct information in accordance with clause 4.15 that is necessary for Split The Bills to provide the Utility Management Services and to arrange and manage the supply of the Utilities Package from the Principal Providers (which may include, for example, meter readings);
  - (f) the Customer does not, within a reasonable time, allow Split The Bills or any Principal Provider (or Split The Bills or a third-party acting on behalf of Split The Bills or the Principal Provider) reasonable access to the Premises in accordance with clause 4.14 as is reasonably required to arrange and / or supply the Utilities;
  - (g) the relevant gas, electricity or water usage at a Premises is, in Split The Bills' reasonable opinion, deemed to breach Split The Bills' Acceptable Use Policy; or

- (h) the Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to do so.
- 9.2. Without prejudice to any other remedies or rights Split The Bills may have, if Split The Bills terminates the Agreement or a Utility Order Form in the situations set out in clause 9.1, Split The Bills will refund any money the Customer has paid in advance for parts of the Utility Management Services that Split The Bills has not provided or parts of the Utilities Package that the Principal Providers have not provided, but Split The Bills may deduct from the amounts payable to the Customer or charge the Customer a £80 cancellation fee per Tenant and the charges for internet services to the End Date as stated on the Utility Order Form(s), which Split The Bills considers to be reasonable and proportionate compensation for the actual net costs Split The Bills will incur as a direct result of the Customer breaking the Agreement or the contract in relation to a Utility Order Form.
- 9.3. Without prejudice to any other rights Split The Bills may have and separate from Split The Bills' ability to amend the Utility Management Services (see clause 4.6) and to end this Agreement (or any Utility Order Form) immediately upon written notice (as set out in clause 9.1), Split The Bills may write to the Customer to let the Customer know that Split The Bills is going to stop providing the Utility Management Services or arranging supply of all or part of the Utilities Package in respect of all or any of the Utility Order Forms. Split The Bills will let the Customer know at least 4 weeks in advance and will refund any sums the Customer has paid in advance for any parts of the Utility Management Services and / or Utilities Package which have not been provided by Split The Bills or the Principal Providers. Upon Split The Bills stopping the provision of the Utility Management Services, the Customer must, at Split The Bills' request and at the Customer's own cost, return to Split The Bills any equipment provided to the Customer (e.g. a router). Such equipment must: (i) be sent to Split The Bills at Split The Bills' registered office address; and (ii) be in good working order, or Split The Bills reserves the right to charge the Customer a fee for its replacement.
- 9.4. If Split The Bills lets the Customer know that Split The Bills will stop providing the Management Service and/or one or more Principal Providers will stop supplying the Customer with all or part of the Utilities Package under any Utility Order Form, it is the Customer's responsibility to transfer the supply of each relevant Utility to another provider. If the Customer fails to do this, the relevant Principal Provider may continue to provide the Utility to the Customer and/or Tenant and charge the Customer directly for the costs of this in accordance with their standard terms.
- 9.5. The Customer may contact Split The Bills at any time to cancel a Utility Order Form but, except for the circumstances as set out in clause 9.6, Split The Bills may charge the Customer reasonable sums to compensate Split The Bills for doing so (see clause 9.7). Upon termination of a Utility Order Form (for any reason), the Customer must, at Split The Bills' request and at the Customer's own cost, return to Split The Bills any equipment provided that belongs to either Split The Bills or the Principal Providers. Such equipment must: (i) be sent to Split The Bills at Split The Bills' registered office address; and (ii) be in good working order (or Split The Bills reserves the right to charge a fee for its replacement).
- 9.6. If the Customer is cancelling a Utility Order Form for the reasons as follows and the Customer has already paid for the Utilities Package via the Fee but has not been provided with all of the Utilities Package under the Utility Order Form that has been paid for, the Customer will not need to pay Split The Bills compensation to terminate the Utility Order Form and the Customer may be entitled to a refund for the service that has been paid for and not received:
- (a) Split The Bills has told the Customer about a change to the Utilities Package, Utility Management Services or Fees that results in a right for the Customer to cancel under clause 4.6(b);
  - (b) Split The Bills has told the Customer about an error in the price or description of the Utility Management Services or Utilities Package and the Customer does not wish to proceed with the corrected price or description;

- (c) Split The Bills has told the Customer about a change to the Fees that the Customer does not accept (except as a result of a change that the Customer requests under clause 4.5);
  - (d) the Customer has a right to cancel the contract for the relevant Utility Management Services under clause 12.5 because of an event outside of Split The Bills' reasonable control;
  - (e) the Customer has a right to cancel under clause 4.18 because of a long period of urgent suspension of the relevant services; or
  - (f) the Customer has a right to cancel under clause 9.8.
- 9.7. If the Customer wants to cancel a Utility Order Form with Split The Bills before the End Date set out in the Utility Order Form for a reason that is not set out in clause 9.6, the Customer should contact Split The Bills' customer support team on 0330 053 9350 or by writing to them at [business@splitthebills.co.uk](mailto:business@splitthebills.co.uk). The Utility Order Form will not end until 30 days after the day on which the Customer contacts Split The Bills to end the Utility Order Form in respect of the Utility Management Services and Split The Bills will charge the Customer for the Utility Management Services provided up to the date that is 30 days after the Customer has contacted Split The Bills to cancel the contract (or up until the End Date set out on the Utility Order Form if sooner). In addition, Split The Bills may charge the Customer an early termination fee of £40 per Tenant if the Customer cancels before the Start Date in the Utility Order Form or £80 per Tenant if the Customer cancels after the Start Date in the Utility Order Form, plus the internet charges until the End Date set out in the relevant Utility Order Form. No termination fees apply in relation to the gas supply and electricity supply where Split The Bills has notified the Customer that the Customer and/or Tenant is on a type of contract with a Principal Provider called a "deemed contract".
- 9.8. The Customer may cancel a Utility Order Form at any time where Split The Bills is in material breach of its obligations under the Agreement and such breach materially adversely affects the provision of Services in respect of the relevant Utility Order Form.
- 9.9. After the Customer cancels a Utility Order Form, the Customer and/or the Tenant may still have a direct supply contract with a Principal Provider under the Utilities Package. Split The Bills will let the Customer know when the Customer cancels if it is aware that this is the case.
- 9.10. Following termination:
- (a) the Customer shall immediately pay to Split The Bills all outstanding unpaid invoices and interest and, in respect of Services supplied or other amounts payable but for which no invoice has been submitted, Split The Bills may submit an invoice, which shall be payable immediately on receipt; and
  - (b) if requested by Split The Bills, the Customer shall return (at its own expense) all Equipment provided by Split The Bills to Split The Bills' registered office address.
- 9.11. Split The Bills is entitled to compensation from the Customer for all reasonable expenses incurred by Split The Bills in relation to the disconnection of any of the Utilities to the Premises as a result of suspension or termination of the Agreement by Split The Bills under clause 9.1.

## 10. CONFIDENTIALITY

- 10.1. The Receiving Party undertakes that it shall not at any time during the term of the Agreement, and for a period of five years after termination of the Agreement, disclose to any person any business, technical or commercial know-how which are of a confidential nature ("**Confidential Information**") and have been disclosed to the Receiving Party by the Disclosing Party, its employees, agents, suppliers, consultants or subcontractors and any other confidential information concerning the Disclosing Party's (or its Group Companies) business or its products which the Receiving Party may obtain, except as permitted by clause 10.2.
- 10.2. The obligation of confidentiality in this clause 10 shall not apply or (as the case may be) shall cease to apply to any Confidential Information which:
- (a) at the time of its disclosure by the Disclosing Party is already in the public domain or which subsequently enters the public domain other than by the breach of this Agreement; and

- (b) is required to be disclosed under Applicable Law or order of a court of competent jurisdiction or regulatory authority, provided always that the Receiving Party informs the Disclosing Party of the disclosure, to the extent legally permissible, as soon as reasonably practicable.

- 10.3. The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than to perform its obligations under or in connection with this Agreement.
- 10.4. The Receiving Party may only disclose the Disclosing Party's Confidential Information to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. The Receiving Party shall be responsible for any breach by its employees, officers, representatives, contractors, subcontractors or advisers, to whom it discloses the Disclosing Party's Confidential Information, in connection with this clause 10.

## 11. DATA PROTECTION

- 11.1. The Parties acknowledge that the provision of the Services will require personal data to be shared between them. Each Party shall act as data controller with respect to the personal data in its possession.
- 11.2. The Shared Personal Data shall be divided into the categories set out below. The Shared Personal Data shall either:
- (a) relate to employees, sub-contractors and other personnel of either Party (or of the Principal Provider) and shall consist of any or all of the following details:
    - (i) Name;
    - (ii) Business e-mail address;
    - (iii) Position;
    - (iv) Direct dial or telephone extension number; and
    - (v) Business mobile number.
  - (b) relate to tenants of a Premises, and shall consist of any or all of the following details:
    - (vi) Name;
    - (vii) Home address;
    - (viii) Mobile number; and
    - (ix) E-mail address.
- 11.3. The Parties shall only process Shared Personal Data in order to provide the Services and comply with their obligations under or in connection with this Agreement.
- 11.4. Each Party shall:
- (a) ensure compliance with the Data Protection Legislation at all times during the term of the Agreement;
  - (b) use all reasonable endeavors to pass only such personal data as the other may require from time to time in order to carry out their obligations hereunder;
  - (c) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data, including but not limited to the onwards transfer to utility suppliers of the Premises;
  - (d) provide such assistance as is reasonably required to enable the other Party to comply with requests from data subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation; and
  - (e) inform the other Party of any personal data breach relating to the Shared Personal Data promptly and without undue delay.
- 11.5. Split The Bills may from time to time provide offers from Group Companies and third party suppliers. Split The Bills may contact the Customer and / or Tenant(s) throughout the duration of the Agreement with information about these offers. The Customer and / or the Tenant(s) can ask Split The Bills not to do this by contacting us at [privacy@splitthebills.co.uk](mailto:privacy@splitthebills.co.uk).

## 12. FORCE MAJEURE

- 12.1. **Force Majeure Event** means any circumstance not within a Party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic;
  - (b) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - (c) nuclear, chemical or biological contamination or sonic boom;
  - (d) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
  - (e) collapse of buildings, fire, explosion or accident; and
  - (f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this provision, or companies in the same group as that Party).
- 12.2. Provided it has complied with clause 12.4, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 12.3. The corresponding obligations of the other Party (other than payment obligations) will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 12.4. The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and (to the extent known) the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
  - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 12.5. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of 30 days or more, the Party not affected by the Force Majeure Event may (subject to clause 12.6) terminate the Agreement by giving 14 days written notice to the Affected Party.
- 12.6. Where Split The Bills is the Affected Party and the Force Majeure Event prevents, hinders or delays Split The Bills' performance of its obligations in relation to one or more Utility Order Forms, the Customer's right to terminate will be limited to the cancellation of the Utility Order Forms affected.
- 13. ASSIGNMENT AND OTHER DEALINGS**
- 13.1. This Agreement is personal to the Customer and the Customer shall not assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the written consent of Split The Bills, such consent to refer to this clause 13.1.
- 13.2. Split The Bills may at any time assign, subcontract, charge, declare a trust over or deal in any other manner with any or all of its rights under the Agreement.
- 14. VARIATION**
- Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions to the Agreement, shall only be binding when agreed in writing and signed by the Parties (or their authorised representatives).
- 15. WAIVER**
- No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 16. THIRD PARTY RIGHTS

Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. Nothing in this clause 16 prevents any Group Companies of Split The Bills from enforcing any term of the Agreement.

## 17. SEVERANCE

- 17.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.
- 17.2. If any provision or part-provision of the Agreement is deemed deleted under clause 17.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 18. ENTIRE AGREEMENT

- 18.1. The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.2. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

## 19. NOTICES

- 19.1. Any notice or other communication given to a Party under or in connection with the Agreement shall be in writing, addressed to that Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing in accordance with this clause 19, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier, or by electronic mail. A copy of all legal notices to Split The Bills shall also be sent by electronic mail to [admin@splitthebills.co.uk](mailto:admin@splitthebills.co.uk) and by pre-paid first class post or delivered by hand to Split The Bills' registered office marked for the attention of the Legal Department.
- 19.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or if by electronic mail at the time of transmission or if this time falls outside of business hours in the place of receipt, when business hours resume.
- 19.3. This clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## 20. FURTHER ASSURANCE

The Customer shall, at its own cost and expense use its reasonable endeavours to perform all acts, and sign, execute and deliver all deeds and documents, as may be reasonably required for the purpose of giving full effect to the Agreement.

## 21. GOVERNING LAW AND JURISDICTION

- 21.1. The Agreement and any dispute or claim arising out of or in connection with it or its 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.
- 21.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).