

Our Terms and Conditions

REFERRAL AGREEMENT TERMS AND CONDITIONS AGREED TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in the Agreement:

“Agreement”	the referral agreement between Split The Bills and the Client including these Conditions and the Referral Agreement;
“Referral Agreement”	the Referral Agreement (in a format provided by Split The Bills) including its schedules, annexes and appendices (if any);
“Business Day”	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
“Client”	means the person, firm or corporate entity set out in Part 2 of the Referral Agreement;
“Commencement Date”	the date the Referral Agreement has been fully executed (signed by both Parties);
“Conditions”	these terms and conditions as amended from time to time in accordance with the terms;
“Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK 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) as amended, together with all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
“Group Company”	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;
“Intellectual Property Rights”	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;
“Initial Term End Date”	the initial term end date as set out in Part 3 of the Referral Agreement;
“Party”	reference to Split The Bills and the Client individually;
“Parties”	reference to Split The Bills and the Client collectively;
“Property / Properties”	the premises situated at the address set out in the Utility Order Form;
“Referral Commission”	the amount paid by Split The Bills to the Client from

“Tenancy Agreement”

“Tenant / Tenants”

“Split The Bills”

“Split The Bills Terms”

“Utility Package”

“Utility Order Form”

“Website”

time to time as more particularly described in clause 4.1;

any form of contract, application form or agreement signed or otherwise entered into between the Client and Tenants which grants rights to the Tenant to occupy the Property;

tenants living in a Property, who complete the Utility Order Form;

means STB2 Limited, incorporated and registered in England and Wales with company number (13017311) whose registered office is at 6th Floor, 1 New Era Square, Sheffield, England, S2 4RB;

the terms and conditions applicable from time to time between Split The Bills and the Tenant(s) for the provision of utility management services for the Tenants;

the utilities managed by Split The Bills on behalf of the Tenants as set out in the Utility Order Form;

the form provided to the Client or Tenants and returned by post, email or other means to Split The Bills for the purpose of ordering and supplying the Utility Package;

the website at www.splitthebills.co.uk or any subsequent web address notified by Split The Bills from time to time.

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 Referral 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 Referral Agreement includes the schedules, annexes and/or 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 Referral Agreement;
 - (b) these Conditions; and
 - (c) any other document constituting the Agreement.

2 COMMENCEMENT DATE AND DURATION

- 2.1 The Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with its terms, shall continue until the Initial Term End Date, and thereafter, it shall either continue in accordance with clause 2.2 or terminate in accordance with the provisions of clauses 2.3 or 2.4.
- 2.2 On the expiry of the Initial Term End Date, the Agreement shall automatically continue for further consecutive periods of 12 months (each, a **“Further Term”**) unless the Client has given Split The Bills notice in accordance with clause 2.3, or unless the Agreement is

	terminated sooner in accordance with these Conditions.		
2.3	The Agreement shall terminate at the Initial Term End Date or at the end of the then Further Term if the Client has given Split The Bills not less than 6 months' written notice to terminate the Agreement, such notice to expire either upon the Initial Term End Date or the end of the then Further Term (as the case may be).		
2.4	Notwithstanding any other provision of these Conditions, and without prejudice to any other rights or remedies it may have, Split The Bills reserves the right at any time to terminate the Agreement with immediate effect upon notice in writing to the Client.		
3	OBLIGATIONS		
3.1	The Client shall:		
	(a) in good faith, recommend Split The Bills to prospective Tenants for the management of their utilities, including in response to any enquiries relating to utility services that are generated from other third-party sources;		
	(b) where prospective Tenants choose to proceed with the Utilities Package, ensure the Utility Order Form is completed alongside the Tenancy Agreement and return the completed Utility Order Form to orders@splitthebills.co.uk within 48 hours of the Utility Order Form being part or fully completed;		
	(c) co-operate with Split The Bills in all matters relating to the Utility Package;		
	(d) provide such assistance and information as Split The Bills may reasonably require to assist Split The Bills and / or the incumbent supplier in transferring the supply of utilities to or from the Property;		
	(e) comply with the requirements of any Split The Bills policies and / or guidance documentation and any other reasonable instructions provided by Split The Bills;		
	(f) not amend the Utility Order Form style or contents without the prior written approval of Split The Bills;		
	(g) ensure the contents submitted on the Utility Order Form are correct (ensuring the requested start date for the utilities package set out in the Utility Order Form is not earlier than the start of the tenancy);		
	(h) comply at all times with applicable laws, regulations, guidance and codes of conduct (if any);		
	(i) not take any action that will cause Split The Bills to be in breach of any applicable laws and regulations, or any code of practice; and		
	(j) keep a record of any information that we ask the Client to provide to Tenants in respect of their supply of gas and / or electricity for a minimum of two years.		
3.2	In consideration of Split The Bills agreeing to offer the Referral Commission in accordance with clause 4, the Client will not, for the term of the Agreement, work with or offer (whether directly or indirectly) any similar or competing utility bills management service or provider to tenants (including prospective tenants) of their student accommodation.		
3.3	A Utility Order Form shall come into effect when accepted by Split The Bills (as set out in the Split The Bills Terms). Nothing in the Agreement impacts Split The Bills' rights as set out in the Split The Bills Terms.		
4	REFERRAL COMMISSION		
4.1	Subject to the terms of these Conditions, where Split The Bills has agreed to pay Referral Commission, any such Referral Commission (if any) will be calculated in accordance with Schedule A of the Referral Agreement for each Tenant that completes a Utility Order Form that Split The Bills accepts (acceptance is as set out in the Split The Bills Terms). The Referral Commission is based on a Utility Order Form with a duration of 12 months, shorter periods will be pro-rated.		
4.2	Referral Commission will usually: (i) be calculated within 45 days of Split The Bills receiving full payment of the first instalment for the Utility Package from the Tenants; and (ii) be paid within 14 days of a referral request form (which will be sent by Split The Bills to the Client, either by paper or by electronic means) being correctly completed and returned to Split The Bills by the Client.		
4.3	Referral Commission will be reduced accordingly (on a pro-rated basis)		
			should any Tenants cancel (in full or in part) the Utility Package and / or their contract with Split The Bills at any point before the end date specified on the relevant Utility Order Form.
4.4			Split The Bills reserves the right to reduce the amount of any Referral Commissions payable by Split The Bills to the Client under the Agreement in the event that the Tenants sign a Tenancy Agreement for a Property as a result of an enquiry generated from the Website and either (i) don't sign a Utility Order Form, or (ii) the Utility Order Form has not been fully and / or correctly completed and returned.
4.5			Any reductions in Referral Commission (including but limited to reductions under clause 4.4) will be at Split The Bills' sole discretion and dealt with either by way of: (i) deduction or set-off against future payments of Referral Commission; or (ii) by way of a refund request in respect of Referral Commission already paid (any such refund to be repaid by the Client within 14 days of such request).
5	LIABILITY		
5.1	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 misrepresentation;		
	(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or		
	(d) any liability which cannot legally be limited.		
5.2	Subject to any express terms and conditions of the Agreement, Split The Bills shall not be liable to the Client, 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) any indirect or consequential loss.		
5.3	Subject to clause 5.1, Split The Bills' (or any of its Group Companies) total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall not exceed £25,000 (twenty-five thousand pounds).		
5.4	Nothing in this clause 5 shall limit the Client's payment obligations under the Agreement or any liability arising as a result of or in connection with its wilful or negligent default or abandonment.		
5.5	Split The Bills shall have no liability for any claims under or in connection with the Agreement unless the Client gives Split The Bills notice of such claims in writing, including, reasonable details of the loss and a reasonable estimate of the amount claimed, within 3 months of the date the Client became aware, or ought reasonably to have become aware, of such losses or claims.		
5.6	Split The Bills may set-off any sums due from the Client to Split The Bills (and / or any other Group Company), whether arising under the Agreement or otherwise, against any sums payable by Split The Bills under the Agreement.		
6	INTELLECTUAL PROPERTY		
6.1	The Client acknowledges and agrees that Split The Bills, its Group Companies and/or its licensors own all Intellectual Property Rights and all other rights in the Website and any other documents, products and materials provided by or made available by Split The Bills. The Client 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.		
6.2	Except as expressly stated herein, the Agreement does not grant the Client any rights to, or in, any Intellectual Property Rights, or any other rights or licences or any other documents, products and materials provided by Split The Bills.		
6.3	The Client shall notify Split The Bills, immediately and in writing, of any		

allegation of infringement of any Intellectual Property Rights. The Client 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 to conduct all negotiations and proceedings and, if applicable, to settle the Intellectual Property Rights claim; and
- (c) provide Split The Bills with such reasonable assistance regarding the Intellectual Property Rights claim.

6.4 Upon termination of the Agreement, howsoever arising, Client shall cease to use all Intellectual Property of Split The Bills (or its Group Companies) that it may have been permitted to use under or in connection with the Agreement.

7 DATA PROTECTION

7.1 This clause 7 sets out the framework for the sharing of personal data between the parties as independent controllers. Each Party acknowledges that one Party (referred to in this clause as the "Data Discloser") will regularly disclose to the other personal data, being names, home addresses and contact details of current or prospective tenants (together, the "Shared Personal Data"), collected by the Data Discloser, for the purposes of complying with the Agreement.

7.2 To the extent that any personal data is collected, processed or otherwise used in relation to the Agreement, each of the parties undertake to comply with all applicable Data Protection Legislation.

7.3 Each Party shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data;
- (b) give full information to any data subject whose personal data may be processed under the Agreement of the nature of such processing;
- (c) only process the personal data in connection with complying with the Agreement and/or providing the Utilities Package, and / or in relation to transferring the supply of utilities to or from a Property;
- (d) inform the other Party of any personal data breach relating to the Shared Personal Data without undue delay; and
- (e) assist the other in complying with all applicable requirements of the Data Protection Legislation (for example, providing the other Party with reasonable assistance in complying with any data subject rights requests).

7.4 Split The Bills may from time to time provide offers from Group Companies and third party suppliers. Split The Bills may contact the Client and / or tenants throughout the duration of the Agreement with information about these offers. The Client and / or tenants can ask Split The Bills not to do this by contacting Split The Bills at privacy@splitthebills.co.uk.

8 GENERAL

8.1 **Force Majeure.** Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

8.2 **These Conditions.** These Conditions apply to the exclusion of any other terms or conditions sought to be imposed by the Client (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). Split The Bills may update or amend these Conditions from time to time. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.

8.3 **Assignment and other dealings.** Split The Bills may at any time assign, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement. The Client 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 prior

written consent of Split The Bills.

8.4 **Confidentiality.** Each Party undertakes that it shall not at any time during the duration of the Agreement, and for a period of three years after termination or expiry of the Agreement, disclose to any person any confidential information concerning the business, affairs, market intentions, customers, clients or suppliers of the other Party, except each Party may disclose the other Party's confidential information as follows: (i) to its employees, officers, representatives, contractors, subcontractors or advisers, or in the case of Split The Bills its Group Companies, who need to know such information for the purposes of carrying out the Party's obligations under the Agreement (with each Party ensuring that such persons shall comply with this clause 8.4); and (ii) as may be required by law, a court of competent jurisdiction or any governmental regulatory authority.

8.5 **Entire Agreement.** 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. Each Party acknowledges that in entering into the Agreement it does not rely on, and 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.

8.6 **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).

8.7 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

8.8 **Severance.** 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. If any provision or part-provision of the Agreement is deleted under this clause 8.8 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.

8.9 **Notice.** 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 8.9, 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 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.

Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) 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;
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- (d) 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.

This clause 8.9 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.
- 8.10 **No partnership or agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 8.11 **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 8.11 prevents any Group Companies of Split The Bills from enforcing any term of the Agreement.
- 8.12 **Further assurance.** The Client 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.
- 8.13 **Governing law.** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.
- 8.14 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.