

Our Terms and Conditions

1. These Terms and Conditions

1.1 These are the terms and conditions on which we provide the Utility Management Service to you and through it arrange the supply of the Utilities Package to you from the Principal Providers.

1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the Utility Management Service to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 In these terms and conditions:

(a) "Charges" means the monthly amount payable by you to us, calculated on the basis of the weekly charge set out in the Order Form or any replacement amount notified by us to you;

(b) "House" means the property specified in the Order Form to which we provide the Utility Management Service;

(c) "Order Form" means the order form which is completed and submitted by you to us (whether in hard copy, soft copy or via our website (www.splitthebills.co.uk)) to instruct us to provide the Utility Management Service in respect of the House;

(d) "Principal Provider" means an entity who we arrange (as your agent or as a reseller) to supply one or more Utilities to the House;

(e) "Utility" or "Utilities" means one or more of an electricity supply, gas supply, water supply, internet supply or television licence supply;

(f) "Utility Management Service" means the service provided by us to you, including the arrangement, administration and management of the supply of the Utilities Package to you and the use of our technology platform. For the avoidance of doubt, we do not sell or resell energy in connection with our services; and

(g) "Utilities Package" means the supply of the Utilities specified in the Order Form to the House by the Principal Providers.

2. Information about us and how to contact us

2.1 We are STB2 Limited, trading as Split The Bills, a company registered in England and Wales. Our company registration number is 13017311 and our registered office is 6th Floor, 1 New Era Square, Sheffield, South Yorkshire, S2 4RB. Our registered VAT number is 369812556.

2.2 You can contact us by telephoning our customer service team at 0330 053 9350 or by writing to us at hello@splitthebills.co.uk or at our registered office address (as set out above).

2.3 If we need to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us on the Order Form.

2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 Our acceptance of your order for the Utility Management Service will take place when we email you to accept it.

3.2 If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Utility Management Service. This might be because of unexpected limits on our resources or the resources of a Principal Provider which we or the Principal Provider could not reasonably plan for, because we have identified an error in the price or description of the Utility Management Service or Utilities Package, because we or a Principal Provider are unable to meet a delivery deadline you have specified, or because of other circumstances outside of our control.

3.3 These terms and conditions, together with the Order Form and our email acceptance, constitutes the contract between us.

3.4 Unless agreed otherwise in writing, or this contract is terminated in accordance with these terms, your contract with us will end on the term end date as set out in the Order Form.

4. Your rights to make changes

If you wish to make a change to the Utility Management Service or the Utilities Package, please contact us. We will liaise with any relevant Principal Providers and let you know if the change is possible. If it is possible, we will let you know about any changes to the Charges, the timing of supply, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. Our rights to make changes

5.1 We may change the Utility Management Service:

5.1.1 to reflect changes in relevant laws and regulatory requirements; and

5.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not materially affect the Utility Management Service or the supply of the Utilities Package by the Principal Providers.

5.2 In addition, we may make further changes to these terms (including the Charges), to the Utilities Package and/or the Utility Management Service, including but not limited to where a Principal Provider alters its terms for all or a part of the Utilities Package. If we do so, where reasonably possible, we will provide you with at least 14 days' notice of any significant changes. Where Split The Bills is solely responsible for the significant change and you don't agree to the change, you will be given the option to terminate this contract before the change takes effect.

6. Utility Management Service

6.1 Once the Order Form has been submitted to us and accepted by us, you are contracting with us to provide the Utility Management Service and appointing us to arrange, conclude and manage contracts between you and the Principal Providers for the supply of the Utilities Package to the House. That means that, where relevant, you authorise us to sign you up directly with each Principal Provider to receive the relevant Utility and to switch the House over from an existing supplier of the same Utility. You are responsible for paying all costs which accrue to you as a result of your use of the Utilities Package, although we will manage these payments on your behalf as part of the Utility Management Service. We will begin providing our Utility Management Service and arrange for the Utilities Package to be provided to you by the Principal

Providers from the date set out in the Order Form, for the time period set out in the Order Form, unless we notify you otherwise. Upon request, we will tell you the identity of each Principal Provider and confirm whether we are acting as your agent or as a reseller for each Utility.

6.2 You authorise us to:

- 6.2.1 contract with our selected Principal Providers in your name;
- 6.2.2 receive bills and correspondence from the Principal Providers;
- 6.2.3 settle amounts due from you to the Principal Providers from the Charges;
- 6.2.4 access information about your House account with the Principal Providers;
- 6.2.5 manage and make changes to your House account's payment plan(s) with the Principal Providers;
- 6.2.6 inform the Principal Providers where the contract between you and us comes to an end and/or you leave the House; and
- 6.2.7 take any other actions as we may reasonably determine are required in order to ensure the Utilities Package is provided to the House by the Principal Providers.

6.3 We will be a named contact and/or agent on your House account with each Principal Provider so we can liaise with the Principal Provider on your behalf. For the avoidance of doubt, where we are acting as agent, the contractual supply relationship will always be directly between you and the Principal Provider. We will have no rights or obligations under your supply contracts with the Principal Providers, and we do not supply or re-supply any energy to you.

6.4 You and each of the other tenants residing at the House are jointly and severally liable and responsible for all Charges and other payments due in respect of our provision of the Utility Management Service to each of you at the House. If you notify us that a tenant ceases to live at the House during the term of the contract, we shall re-calculate and re-apportion the contribution payable by each of the tenants who continue to live at the House for the remaining term of the contract, to ensure that an amount equal to the departing tenant's charges continues to be paid to us in full, until such time as we agree otherwise. Similarly, if one or more tenants fails to pay their

contribution, or becomes non-contactable for any reason resulting in non-payment of their contribution, we reserve the right to increase your Charges to cover the unpaid amount.

6.5 If our performance of the Utility Management Service is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any goods and services you have paid for but not received.

6.6 If as part of performing the Utility Management Service we arrange access to your House and you do not allow us access to your House as arranged (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your House, we may end the contract and Clause 9.2 will apply.

6.7 We will need certain information from you so that we can provide the Utility Management Service and arrange the supply of the Utilities Package to you from the Principal Providers, for example, monthly meter readings, contact details and/or payment details. We will contact you in writing to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see Clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for failing to provide any part of the Utility Management Service if this is caused by you not giving us the information we need within a reasonable time of us asking for it. If you do not provide monthly meter readings, you are agreeing to allow us or a Principal Provider (or a third party authorised by us or a Principal Provider), to access your House from time to time upon reasonable notice to obtain the meter readings required.

6.8 We may have to suspend all or part of the Utility Management Service to allow us or a Principal Provider to:

6.8.1 deal with technical problems or make minor technical changes;

6.8.2 update the Utility Management Service or Utilities Package to reflect changes in relevant laws and regulatory requirements; or

6.8.3 make changes to the Utility Management Service or Utilities Package as requested by you or notified by us to you (see Clauses 4 and 5).

6.9 We will contact you in advance to tell you we will be suspending all or part of the Utility Management Service or to tell you that a Principal Provider will be suspending supply of a Utility, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend the Utility Management Service or a Principal Provider suspends supply of a Utility or if we tell you that either of these is going to happen, in each case for a period of more than one month, and we will refund any sums you have paid in advance for parts of the Utility Management Service or the Utilities Package which have not been provided to you by us or the Principal Provider by the end of this contract.

6.10 If you do not pay any amount due under this contract when you are supposed to (see Clause 11.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may instruct one or more Principal Providers to suspend supply of the Utilities Package until you have paid us the outstanding amounts. As well as suspending the Utilities Package we can also charge you interest on your overdue payments (see Clause 11.4). We may also instruct one or more Principal Providers to suspend supply of the Utilities Package (with or without notice, depending on the circumstances) if we consider your gas, electricity or water usage to be negligent (see also Clause 9.1.4).

6.11 You agree to pay the Charges throughout the term of this contract. The Charges include a service fee for our Utility Management Service (i.e. the arrangement, administration and management of the Utilities Package, including the use of our technology platform) as well as the amount we need to pay to the Principal Providers for supplying the Utilities Package to our customers. You agree that we are entitled to retain as our service fee any difference between the amount of the Charges and the amount we need to pay to the Principal Providers on your behalf in respect of the supply of the Utilities Package. For the avoidance of doubt, if the amount due from you to the Principal Providers for the supply of the Utilities Package exceeds the Charges, you will not be liable for any additional payment unless otherwise stated in these terms.

7. Your rights to end the contract

7.1 You may contact us at any time to end this contract, but in some circumstances we may charge you certain sums for doing so, as described below. You must return to us any equipment provided to you that belongs to either us or the Principal Providers. Such equipment must: (i) be sent to us at our registered office address;

and (ii) be in good working order (or we reserve the right to charge a fee for its replacement).

7.2 If you are ending the contract for a reason set out at Clauses 7.2.1 to 7.2.3 below, the contract will end immediately and we will refund you in full for parts of Utility Management Service or the Utilities Package which you have already paid for via the Charges but which have not been provided by us or the Principal Providers. The relevant reasons are:

7.2.1 we have told you about a significant upcoming change to the Utility Management Service or these terms which we are solely responsible for and which you do not agree to (as set out in Clause 5.2);

7.2.2 we have told you about an error in the price or description of the Utility Management Service or Utilities Package and you do not wish to proceed;

7.2.3 you have a legal right to end the contract because of something we have done wrong.

7.3 You have a legal right to change your mind within 14 days and receive a refund (if applicable). These rights, under the Consumer Contracts Regulations 2013, are explained in more detail below.

7.4 You do not have a right to change your mind in respect of the Utility Management Service and Utilities Package once the supply of goods and services has started, even if the cancellation period is still running.

7.5 Unless the supply of goods and services has started (as set out above), you have 14 days after the day that we email you to accept your Order Form to change your mind about the Utility Management Service or the Utilities Package.

7.6 It may be possible for you to end the contract before its expiry date. If we agree to end this contract early, the contract will not end until 60 days after the day on which you contact us. We will charge you for the Utility Management Service up to the date that is 60 days after you have contacted us to cancel the contract. We will charge you an early termination fee of £25 per tenant, in addition to any other amounts due or that we incur from the Principal Provider(s) as a result of your instructions to terminate the contract. This can include but is not limited to internet charges for the remainder of the term.

8. How to end the contract with us

If you are considering ending the contract with us, please let us know by calling us on 0330 822 0266 or emailing hello@splitthebills.co.uk.

9. Our rights to end the contract

9.1 We may end the contract at any time without notice by writing to you if:

9.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due. If you miss a Direct Debit payment, a charge of £12 will be applied to your account and will be payable in addition to the Charges;

9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our Utility Management Service and arrange the supply of Utilities Package by the Principal Providers, for example, meter readings;

9.1.3 you do not, within a reasonable time, allow us or any Principal Provider access to your premises to carry out the Utility Management Service or arrange the supply of the Utilities Package;

9.1.4 your gas, electricity or water usage is deemed negligent by us; or

9.1.5 all occupants of the House have not entered into a contract with us. Where more occupants are living in the property than are contracted with us, you may incur additional charges. If your property has more bedrooms than occupants, you must notify us before your account start date and you may incur additional charges.

9.2 If we end the contract in the situations set out in Clause 9.1, we will refund any money you have paid in advance for parts of the Utility Management Service and the Utilities Package that have not been provided by us or the Principal Providers, but we may deduct or charge you reasonable compensation for the costs we incur, together with a £25 cancellation fee per tenant.

9.3 Separate from our ability to amend this contract or the Utility Management Service (as set out in Clause 5) and to end the contract without notice (as set out in Clause 9.1), we may write to you to let you know that we are going to stop providing

our Utility Management Service to you. Where reasonably possible, we will let you know at least 28 days in advance and will refund any sums you have paid in advance for any parts of the Utility Management Service and the Utilities Package which have not been provided by us or the Principal Providers. In any event, upon the cessation of us providing the Utility Management Service under these terms, you must return to us any equipment provided to you (e.g. a router). Such equipment must: (i) be sent to us at our registered office address; and (ii) be in good working order, otherwise we reserve the right to charge a fee for its replacement.

9.4 If we let you know that we will stop providing the Utility Management Service and/or one or more Principal Providers will stop supplying you with all or part of the Utilities Package, it is your responsibility to transfer the supply of each relevant Utility to another provider. If you fail to do this, the relevant Principal Provider may continue to provide the Utility to you and charge you directly for the costs of this in accordance with their standard terms. There may be an early cancellation fee payable which will be applied to the cancellation of the Utility supply by a Principal Provider. We will pass on any such charges for which you are liable directly to you. Details of these costs and fees are available on request.

10. If there is a problem with the Utility Management Service

If you have any questions or complaints about the Utility Management Service, please contact us. You can contact us by calling our customer service team on 0330 822 0266 or by writing to us at hello@splitthebills.co.uk or 6th Floor, 1 New Era Square, Sheffield, South Yorkshire, S2 4RB.

11. Price and payment

11.1 The amount of the Charges (which includes VAT) payable by you each month is set out in the Order Form. We take all reasonable care to ensure that the price advised to you is correct. The Charges may change upon notice, in accordance with Clause 5.2.

11.2 If the rate of VAT changes between your order date and the date we begin providing the Utility Management Service, we will adjust the rate of VAT that you pay, unless you have already paid for the Utility Management Service in full before the change in the rate of VAT takes effect.

11.3 You must make an advance payment of the Charges on the first working day of each month by Direct Debit, before the Utility Management Service for that month starts to be provided.

11.4 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay us interest together with any overdue amount.

12. Our responsibility for loss and damage

12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

12.2 This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation, and for breach of your legal rights in relation to the Utility Management Service, including the right to receive services which are as described and supplied with reasonable skill and care.

12.3 Our total liability to you shall not exceed the amount payable by you to us for the term of this contract. This includes our liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract.

12.4 We only provide our services for your domestic and private use. If you use the Utility Management Service, or the Utilities Package we arrange for you pursuant to the Utility Management Service, for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

13.1 We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website at www.splitthebills.co.uk.

13.2 As part of our service to you, we will from time to time provide exclusive member benefits from our partners. We may contact you throughout the duration of your contract with information about exclusive member benefits from ourselves and our partners.

14. Other important terms

14.1 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within one month of us telling you about it and we will refund you any payments you have made in advance for parts of the Utility Management Service and the Utilities Package which have not been provided to you by us or the Principal Providers by the end of this contract.

14.2 You may only transfer your rights or your obligations under these terms to another person with our prior written consent. We may withhold our consent if it would be reasonable for us to do so.

14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need the consent of any third party to end the contract or make any changes to these terms.

14.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are invalid, unenforceable or unlawful, the remaining paragraphs will remain in full force and effect.

14.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide our services, we can still require you to make the payment at a later date.

14.6 These terms are governed by English law and wherever you live, you can bring legal proceedings against us in respect of these terms in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can also claim against you in the courts of the country you live in.