

# 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 by the Principal Providers.
- 1.2 If You sign up to the Utility Management Service from us, You agree to be legally bound by this contract. These terms and conditions will constitute a legally binding contract between us and You for the Utility Management Service when we accept Your Order, as explained at clause 3.2 below.
- 1.3 Please read these terms and conditions carefully before You submit Your Order to us and check that they contain everything You want and nothing that You are not willing to agree to. These terms and conditions 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. It also provides information about Your rights and the things that we expect You to do.
- 1.4 In these terms and conditions:
  - 1.4.1 "Charges" means the monthly amount payable by You to us, calculated on the basis of the weekly charge set out in the Order or any replacement amount notified by us to You;
  - 1.4.2 "Acceptable Use Policy" 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 usage in a disproportionate or excessive manner or for commercial, business purposes;
  - 1.4.3 "House" means the property specified in the Order;
  - 1.4.4 "Order" means the order which is completed and submitted by You to us either directly or via a letting agent, landlord or other third party (and whether in hard copy, soft copy or via our <https://www.splitthebills.co.uk>) in which You place an order for us to provide the Utility Management Service in respect of the House;
  - 1.4.5 "Principal Provider" means an entity who we arrange (as Your agent for the electricity supply, gas supply and TV licence, or otherwise as a reseller) to supply of one or more Utilities to the House;
  - 1.4.6 "Tenant" means each person living at the House;

- 1.4.7 "Utility" or "Utilities" means one or more of an electricity supply, gas supply, water supply, internet supply or television licence supply;
- 1.4.8 "Utility Management Service" means the service provided by us to You, including the arrangement, administration and management of the provision of the Utilities Package to You from the Principal Providers;
- 1.4.9 "Utilities Package" means the Utilities specified in the Order to be provided to the House by the Principal Providers;
- 1.4.10 "You" means each person named on the Order (which includes each Tenant individually and all Tenants collectively), as may be updated by agreement from time to time by You and Us and the term "Your" shall be construed accordingly.
- 1.4.11 "Working Day" means Monday to Friday but does not include Saturday, Sunday or any day that is a national public bank holiday in England.

## **2 INFORMATION ABOUT US AND HOW TO CONTACT US**

- 2.1 We are STB2 Limited ("**Split The Bills**"), a company registered in England and Wales. Our company registration number is 13017311 and our registered office is at 6th Floor, 1 New Era Square, Sheffield, South Yorkshire, S2 4RB. Our registered VAT number is 369812556. Split The Bills and its affiliates (including UniHomes and Bills Limited with company registration number 09618272 and Student Trading Limited with company registration number 13757347) are referred to in these terms and conditions as "**we**", "**us**" or "**our**".
- 2.2 You can contact us by telephoning Customer Support on 0330 053 9350 or by writing to us at [customersupport@splitthebills.co.uk](mailto:customersupport@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, texting or by writing to You at the email address or postal address You provided to us on the Order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

## **3 OUR CONTRACT WITH YOU**

- 3.1 You can place an Order offline or online via our website. If you place an Order online, please read and check Your Order carefully before submitting it. You can correct any errors before submitting Your Order to us. When You place Your Order at the end of the online checkout process, we will

acknowledge it by email. This acknowledgement does not, however, mean that Your Order has been accepted by us.

- 3.2 Our acceptance of Your Order for the Utility Management Service will take place when we email You to inform You that Your Order has been accepted. No contract shall exist between us and You until we send You the email notification of our acceptance of Your Order, at which point, these terms and conditions, together with the Order will constitute a legally binding contract between us and You for the Utility Management Service and we will provide the service as agreed between us.
- 3.3 If we are unable to accept Your Order, we will inform You of this in writing and we will not charge You for the Utility Management Service. Our rejection of Your Order might be because of (but not limited to) one of the following reasons:
  - 3.3.1 we have identified an error in the price or description of the Utility Management Service;
  - 3.3.2 some or all of the Utilities Package are not available for the House;
  - 3.3.3 we, or a Principal Provider, are unable to meet a delivery deadline You have specified;
  - 3.3.4 we are not allowed to provide the Utility Management Service or Utilities Package to You;
  - 3.3.5 we cannot carry out the Utility Management Service;
  - 3.3.6 we cannot authorise Your payment;
  - 3.3.7 other circumstances not included in 3.3.1 to 3.3.6 above, that are outside of our reasonable control.
- 3.4 Unless agreed otherwise in writing by us and You, or this contract is terminated in accordance with these terms and conditions, Your contract with us will expire on the end date that is set out in the Order.
- 3.5 If we have to change any key information once a legally binding contract between You and us is made, we can only do this if You agree to it. Key information is the information that we must give to you by law (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) and includes: the main characteristics of the service to be provided, our identity, price, other costs, contract duration, and conditions for terminating. However, if changes are reasonably necessary for the following reasons after You have placed Your Order, we may amend these terms and conditions but, before we do so, we will notify You and, if the amendment disadvantages You and/or results in any price/cost increase to You (other than increases to Charges permitted under these terms and conditions), You can request to end Your contract before the

change takes effect and receive a refund for any services You have paid for in advance but not received:

- 3.5.1 for valid legal or regulatory reasons;
  - 3.5.2 to make these terms and conditions clearer or easier to understand;
  - 3.5.3 to improve the security and operation of our services;
  - 3.5.4 because of a change imposed on us by the Principal Provider; or
  - 3.5.5 to enhance any of our services.
- 3.6 Before You have placed Your Order, we may amend these terms and conditions from time to time. Before any Order, You should check these terms and conditions to ensure that You understand which terms and conditions apply at that time to Your Order.

You must ensure that each Tenant is named on the Order and any changes to Tenants are immediately notified to us by email to [customersupport@splitthebills.co.uk](mailto:customersupport@splitthebills.co.uk).

#### **4 YOUR RIGHTS TO MAKE CHANGES TO THE SERVICES**

- 4.1 If You wish to make a change to the Utility Management Service and / or the Utilities Package, please contact our Customer Support team at 0330 053 9350 or by writing to them at [customersupport@splitthebills.co.uk](mailto:customersupport@splitthebills.co.uk) to discuss Your requested change. When You request a change, we will liaise with any relevant Principal Providers and let You know if the change is possible. If the change is possible and we are willing to accept the change, and before we make any changes that You request, we will let You know about:

- 4.1.1 any changes to the Charges because of Your requested change;
- 4.1.2 any other reasonable charges that we are aware of that may become payable by You because of Your requested change (this may include early termination fees, cancellation fees and / or administration fees imposed by us or the Principal Provider); and
- 4.1.3 the timing of any change to the supply of the Utilities in connection with Your requested change,

and we will ask You to confirm Your agreement that You still wish to go ahead with the change.

#### **5 OUR RIGHTS TO MAKE CHANGES TO THE SERVICES**

- 5.1 We may change the Utility Management Service and / or the Utilities Package:
- 5.1.1 without notice to:

- 5.1.1.1 reflect changes in relevant laws and regulatory requirements applicable to us and / or the Principal Provider, where such changes are neither disadvantageous to You nor bring about an increase in the Charges; or
  - 5.1.1.2 implement technical adjustments and / or service improvements, provided these changes do not affect Your receipt of the service;
- 5.1.2 by notifying You a reasonable time in advance and giving You the opportunity to end Your contract before the change takes effect and receive a refund for any services You have paid for in advance but not received if we deem it is reasonably necessary to implement any change because:
  - 5.1.2.1 the Principal Provider alters its terms for, or availability of (generally or in respect of the House), all or a part of the Utilities Package; or
  - 5.1.2.2 in respect of the supply of gas or electricity, the Principal Provider has made a change to Your supply agreement, and such change is either:
    - 5.1.2.2.1 disadvantageous to you, or
    - 5.1.2.2.2 brings about an increase in the Charges.

## **6 UTILITY MANAGEMENT SERVICE**

- 6.1 In submitting the Order, You are agreeing to contract with us to provide the Utility Management Service and appoint us as Your agent 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 You authorise us to sign You up to a contract that is directly between You and each Principal Provider to receive the relevant Utility and, if applicable, to switch the House over from an existing supplier to a new supplier of the same Utility.
- 6.2 Where we act as Your agent, the contracts for the Utilities are between You and each of the Principal Providers and 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 Services.
- 6.3 We will provide our Utility Management Service from the start date of our contract with you, and request that the Principal Providers provide the Utilities Package from the start date set out in the Order, until the end date set out in the Order. It is Your responsibility to ensure the start date and end date for the Utilities Package stated in the Order are correct.

- 6.4 We will not be responsible for delays to the provision of, or early expiry of the Utility Management Service and / or Utilities Package as a result of incorrect start date and / or end date information set out in Your Order. Our contract is formed when we email You to accept Your Order for the Utility Management Service in accordance with clause 3.2 above. The start date for the Utilities Package set out in Your Order is the date we rely upon as the requested start date for provision of the Utilities Package and therefore should not be before the start date of Your tenancy agreement for the House. In the event You provide an incorrect start date, You will remain responsible for the Charges from Your requested start date. Our contract expires on the end date as set out in Your Order.
- 6.5 We will tell You the identity of each Principal Provider of Your Utilities Package prior to the requested start date of the Utilities Package as set out in Your Order and let You know if this changes during the period of the Utility Management Service.
- 6.6 As Your agent, You authorise us to:
- 6.6.1 contract with Principal Providers in Your name for the purpose of such Principal Providers supplying Utilities to the House;
  - 6.6.2 receive bills and correspondence from the Principal Providers;
  - 6.6.3 settle amounts due from You to the Principal Providers from the Charges You pay to us;
  - 6.6.4 access information about Your House account with the Principal Provider;
  - 6.6.5 manage and make changes to Your House account payment plan with the Principal Provider;
  - 6.6.6 inform the Principal Provider where the contract between You and us comes to an end and/or You leave the House;
  - 6.6.7 take any other reasonable actions as may be reasonably required in order to arrange and manage the provision of the Utilities Package to the House by the Principal Providers;
  - 6.6.8 be a named contact and/or agent on Your House account with each Principal Provider and You authorise us to liaise with the Principal Providers on Your behalf. This means that where we contract with Principal Providers on Your behalf as Your agent, the contractual supply relationship will always be directly between You and the Principal Provider and we will have no rights or obligations under Your supply contract with the Principal Provider except as expressly set out in these terms and conditions. We do not make any supply, re-supply or resale of electricity or gas to You;



- 6.6.9 only enter into contracts on Your behalf that are appropriate to your characteristics and preferences; and
- 6.6.10 in respect of contracts with Principal Providers for the supply of gas and electricity, pass on to you (within 3 Working Days of us receiving it) all information and documents in relation to the principal terms of your agreement that the Principal Provider has provided for your attention to the contact details You have provided to us.
- 6.7 By accepting these terms and conditions and completing and submitting the Order You acknowledge and agree that we may also act as agent of a Principal Provider and in relation to which we may receive commissions or service fees.
- 6.8 If we become aware that our performance of the Utility Management Service is being materially delayed or prevented by an event outside of our reasonable control, we will contact You as soon as reasonably practicable to let You know and we will take reasonable steps to reduce any impact on You. Provided we do this, we will not be liable for delays caused by the event, but if we become aware that there is likely to be a substantial delay in excess of 30 days, You may contact Customer Support on 0330 053 9350 or by writing to them at [customersupport@splitthebills.co.uk](mailto:customersupport@splitthebills.co.uk) to end the contract with us or, where only part of the contract has been impacted (e.g. the issue only relates to internet services), the relevant part of the contract that has been impacted and receive a refund for any services You have paid for but not received.
- 6.9 If, as part of performing the Utility Management Service, we seek to arrange reasonable access to Your House (or You arrange access directly with a Principal Provider) and You do not allow us, or the Principal Provider (or any third party acting on behalf of us or the Principal Provider), reasonable access to Your House as arranged, we may charge You £50 and You agree to pay £50, which amounts to the reasonable cost(s) incurred by us as a result of the failed access, including, any missed site visit fee applied by the Principal Provider. If, despite our reasonable efforts and after making several attempts, we are unable to contact You or re-arrange access to Your House 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, we may end our contract with You and clause 10.2 will apply.
- 6.10 Where we do arrange reasonable access to Your House in respect of Your supply of electricity and/or gas, whether for us or for the Principal Provider of electricity and/or gas, we will ensure that any such person with access to Your House:
- 6.10.1 is able to perform the functions that they are there to perform;

- 6.10.2 can be readily identified as a representative of either us or the relevant Principal Provider;
  - 6.10.3 uses any password that you have agreed with us or the relevant Principal Provider;
  - 6.10.4 is a fit and proper person to visit and enter Your premises;
  - 6.10.5 are able to inform You, on request, of a contact point for any help and advice that You may require in relation to the supply of electricity and/or gas.
- 6.11 In addition to the information You provide in the Order, we will need certain information from You so that we can provide the Utility Management Service and arrange and manage the supply of the Utilities Package to You from the Principal Providers, which may include (but is not limited to) opening meter readings (when you move into the House), monthly meter readings, closing meter readings (when You move out of the House), contact details and/or payment details. To the extent the information that we reasonably require has not been provided in the Order, 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 if You provide us with incomplete or incorrect information, we may either end this contract (as set out in clause 10.1 below) or make an additional charge of a reasonable sum to compensate us for any extra work or charges that we incur as a result.
- 6.12 We will not be responsible for not providing any part of the Utility Management Service if this is caused by You not giving us information we need within a reasonable time of us asking for it or providing incorrect information. If You do not provide monthly meter readings, You agree to allow us or a Principal Provider (or a third party authorised by us or a Principal Provider), safe access to Your House from time to time during reasonable daytime, weekday hours upon reasonable notice (where provided to us by the Principal Provider) to obtain the meter readings required.
- 6.13 We, or a Principal Provider, may have to suspend all or part of the Utility Management Service and / or Utilities to allow us or a Principal Provider to:
- 6.13.1 deal with technical problems;
  - 6.13.2 update the Utility Management Service or Utilities Package to reflect changes in relevant laws and regulatory requirements;
  - 6.13.3 make changes to the Utility Management Service or Utilities Package as requested by You (see clause 4);
  - 6.13.4 make changes to the Utility Management Service or Utilities Package as notified by us to You (see clause 5); or
  - 6.13.5 make enquiries and investigate where a Principal Provider reasonably believes that a meter recording the usage of gas or



electricity at Your House 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 us or the Principal Provider the damage or interference has been resolved.

- 6.14 Except where an issue with the supply to Your House requires urgent suspension, we will notify You in advance to tell You if we become aware that we or a Principal Provider will be suspending the supply of a Utility to the House because of the circumstances set out in clause 6.13. Except where the suspension arises under clause 6.13.3 (changes requested by You), if we inform You that such suspension will last 30 days or more (or in the case of the gas, electricity or water supply, 10 days or more), You will be entitled to cancel the contract with us and we will refund any sums You have paid in advance for parts of the Utilities Package which have not been provided to You by the Principal Provider by the end of this contract.

## **7 YOUR RIGHTS TO END THIS CONTRACT DURING THE 14-DAY COOLING OFF PERIOD**

- 7.1 You have the right to cancel this contract between You and us in respect of the Utility Management Service without giving any reason expiring at the end of 14 days after the day that we accept Your Order (when a legally binding contract is formed between us and You for the Utility Management Service and the Utilities Package as explained at clause 3.2 above). This is known as Your “cooling off” right. If you cancel during this cooling off period, You must, at our request, return to us any equipment provided to You (e.g. a router) and we will cover the reasonable costs of postage to return such equipment. 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 You a fee for its replacement.
- 7.2 We will only provide the Utility Management Service (and where applicable the Utilities Package) during the 14-day cooling off period if You request for us to do so by signing the relevant Order form or by clicking to submit an online Order which includes an acknowledgement that you have requested us to start performing our Utilities Management Services from the contract start date (being the date we send you confirmation of our acceptance of your Order in accordance with clause 3.2).
- 7.3 To exercise Your cooling off right, please let us know by contacting Customer Support on 0330 053 9350 or by writing to them at [customersupport@splitthebills.co.uk](mailto:customersupport@splitthebills.co.uk) or by using the model cancellation form available at the bottom of these terms and conditions.
- 7.4 If You cancel the contract during the 14-day cooling off period, we will reimburse to You all payments received from You unless You requested for us to start providing the Utility Management Service during the 14-day

cooling off period, in which case You must pay us for the Utility Management Service we provided up to the time You told us that You want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract.

- 7.5 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about Your decision to cancel this contract.
- 7.6 We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement.
- 7.7 If You cancel the Utility Management Service at any time (including during the 14-day cooling off period), You may still have a direct supply contract with a Principal Provider under the Utilities Package, or otherwise. We will let You know when You cancel if this is the case.

## **8 YOUR RIGHTS TO END THIS CONTRACT AFTER THE 14-DAY COOLING OFF PERIOD**

- 8.1 After Your 14-day cooling off period ends, You may still contact us at any time to end this contract but, except for the circumstances as set out in clause 8.2 below, we may charge You reasonable sums to compensate us for doing so (see clause 8.3 below). Upon termination of the contract (for any reason), You must, at our request and at Your own cost, 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).
- 8.2 If You are ending the contract for the reasons as follows and You have already paid for the Utilities Package via the Charges but have not been provided with all of the Utilities Package that You have paid for, You will not need to pay us compensation to terminate and You may be entitled to a refund for the service You have paid for but not received:
  - 8.2.1 we have told You about a change to the Utilities Package, Utility Management Service or Charges that results in a right for You to cancel under clause 5.1.2 above;
  - 8.2.2 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 with the corrected price or description;
  - 8.2.3 we have told You about a change to the Charges that You do not accept (except as a result of a change that You request under clause 4);

- 8.2.4 You have a right to cancel the contract with us under clause 6.8 because of an event outside of our reasonable control;
  - 8.2.5 You have a right to cancel the contract with us under clause 6.14 because of a long period of urgent suspension of Your services; or
  - 8.2.6 You have a right to cancel the contract with us under clause 16.1 because we plan to transfer any of our rights and obligations outside of our group of companies.
- 8.3 If You want to end the contract with us before the end date set out in the Order for a reason that is not set out in clause 8.2 above, please contact Customer Support on 0330 053 9350 or by writing to us at [customersupport@splitthebills.co.uk](mailto:customersupport@splitthebills.co.uk). The contract will not end until 30 days after the day on which You contact us to end the contract and we will charge You for the Utility Management Service provided up to the date that is 30 days after You have contacted us to cancel the contract (or up until the end date set out on the Order if sooner). In addition, we will charge You an early termination fee of £40 per Tenant if You cancel before the start date for the Utilities Package in the Order or £80 per Tenant if You cancel after the start date for the Utilities Package in the Order plus the internet charges for the remainder of the term. No termination fees apply in relation to the gas supply and electricity supply where we have notified you that you are on a type of contract with a Principal Provider called a "deemed contract".
- 8.4 As set out at clause 7.7 above, after You cancel the Utility Management Service, You may still have a direct supply contract with a Principal Provider under the Utilities Package. We will let You know when You cancel if this is the case.

## **9 YOUR RIGHT TO END THE CONTRACT(S) WITH THE PRINCIPAL PROVIDER(S)**

- 9.1 You have the right to cancel the contract between You and any Principal Provider in respect of the relevant Utilities Package without giving any reason expiring at the end of 14 days after the day that You enter into a legally binding contract with the relevant Principal Provider. This date is different to the date that we email You to accept Your Order for the Utility Management Service in accordance with clause 3.2 above. We will inform You of this date and the identity of each Principal Provider of Your Utilities Package as soon as reasonably practicable after we become aware.
- 9.2 We will only arrange and / or provide the relevant Utilities Package during the 14-day cooling-off period if You request for us to do so by signing the relevant Order form or clicking to submit an online Order which includes an acknowledgement that You have requested us to start providing our Utility Management Service from when we accept your Order.

- 9.3 To exercise Your right to cancel with a Principal Provider, please let us know by contacting us or by using the model cancellation form available at the bottom of these terms and conditions. You may also contact the Principal Provider directly but, if You do so, You should also let us know.
- 9.4 If You cancel the contract with the Principal Provider during the 14-day cooling-off period, we will reimburse to You all payments received from You unless You requested for us to arrange and / or provide the relevant Utilities Package during the 14-day cooling off period, in which case You must pay us for the relevant Utilities Package that You are provided up to the time that You told us that You want to cancel Your contract with the Principal Provider, which will be an amount in proportion to the services performed up to that point in comparison with the full price under the relevant contract with the Principal Provider.
- 9.5 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about Your decision to cancel Your contract with the Principal Provider.
- 9.6 We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement.

## **10 OUR RIGHTS TO END THE CONTRACT**

- 10.1 We may end the contract immediately upon written notice to You if:
- 10.1.1 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.
  - 10.1.2 You do not, within a reasonable time of us asking for it, provide us with complete and correct information in accordance with clause 6.11 above that is necessary for us to provide our Utility Management Service and to arrange and manage the supply of the Utilities Package to You from the Principal Providers (which may include, for example, meter readings);
  - 10.1.3 You do not, within a reasonable time, allow us or any Principal Provider (or us or a third-party acting on behalf of us or the Principal Provider) reasonable access to Your House in accordance with clause 6.9 above as is reasonably required to arrange and / or supply the Utilities; or
  - 10.1.4 Your gas, electricity or water usage is, in our reasonable opinion, deemed to breach our Acceptable Use Policy. It would contravene the Acceptable Use Policy to use an exceptionally high amount of gas, electricity or water services. We reserve the right to inform the relevant Principal Provider where breach of our Acceptable Use Policy is detected.

- 10.2 If we end the contract in the situations set out in clause 10.1, we will refund any money You have paid in advance for parts of the Utility Management Service that we have not provided or parts of the Utilities Package that the Principal Providers have not provided, but we may deduct from the amounts payable to You or charge You a £80 cancellation fee per Tenant and the charges for internet services to the end date as stated on Your Order, which we consider to be reasonable and proportionate compensation for the actual net costs we will incur as a direct result of Your breaking the contract.
- 10.3 Separate from our ability to amend this contract (see clause 3.5) or the Utility Management Service (see clause 5) and to end the contract immediately upon written notice (as set out in clause 10.1), we may write to You to let You know that we are going to stop providing our Utility Management Service or arranging supply of all or part of the Utilities Package. We will let You know at least 4 weeks in advance and will refund any sums You have paid in advance for any parts of the Utility Management Service and / or Utilities Package which have not been provided by us or the Principal Providers. Upon us stopping the provision of the Utility Management Service, You must, at our request, return to us any equipment provided to You (e.g. a router) and we will cover the reasonable costs of postage to return such equipment. 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 You a fee for its replacement.
- 10.4 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.

## **11 IF THERE IS A PROBLEM WITH THE UTILITY MANAGEMENT SERVICE**

- 11.1 If You have any questions or, if You are unhappy with the services we have provided or any other matter, about the Utility Management Service, please contact us. We will try to respond to Your questions and resolve any complaints quickly and efficiently. You can contact us by calling Customer Support on 0330 053 9350 or by writing to us at [customersupport@splitthebills.co.uk](mailto:customersupport@splitthebills.co.uk) or 6<sup>th</sup> Floor, 1 New Era Square, Sheffield, South Yorkshire, S2 4RB.
- 11.2 Our Complaints Policy can be accessed at [www.splitthebills.co.uk/complaints-policy](http://www.splitthebills.co.uk/complaints-policy).
- 11.3 In respect of your supply of gas or electricity, and regardless of whether you have made a complaint to us or not, you have the right to contact the

relevant Principal Provider. At Your request, we will provide you all information provided to us by the relevant Principal Provider of gas and/or electricity in respect of Your contract with them in respect of:

- 11.3.1 how to identify and contact the relevant Principal Provider;
- 11.3.2 how to seek advice from Citizens Advice consumer service;
- 11.3.3 what your rights are as to how disputes are settled; and
- 11.3.4 how to access appropriate assistance and advice, including in respect of debt prevention and management and energy efficiency.

## **12 PRICE AND PAYMENT**

- 12.1 The amount of Charges (which includes VAT at the applicable rate) payable by You each month is set out in pounds sterling (£) (GBP) in the Order. We take all reasonable care to ensure that the price advised to You is correct.
- 12.2 If the rate of VAT changes between Your Order date and the date we begin providing the Utility Management Services, 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.
- 12.3 You must make an advance payment of the monthly Charges on the first Working Day of each month by Direct Debit.
- 12.4 If You miss a Direct Debit payment of £30 or more, and, therefore, do not make any payment to us by the due date, an additional charge of £12 per Tenant who has not paid may be applied to Your account.
- 12.5 You and the other Tenants are together and each individually responsible for all Charges and other payments due in respect of our provision of the Utility Management Service to You at the House. This means that You and the other Tenants are together, but also individually, under an obligation to pay the Charges and other payments due. We are entitled to the Charges and other payments due and can require this from You, any Tenant or You and any (or all) or the Tenants. You must notify us in writing at [customersupport@splitthebills.co.uk](mailto:customersupport@splitthebills.co.uk) if any Tenant ceases to live at the House during the term of the contract, and following such notification, we shall re-calculate and re-apportion the Charges payable by each of You, to ensure that an amount equal to the departing Tenant's Charges continue to be paid to us in full. You must immediately inform us of any new Tenant moving into the House, by notifying us in writing at [customersupport@splitthebills.co.uk](mailto:customersupport@splitthebills.co.uk) or by calling us on 0330 053 9350.
- 12.6 If You do not pay any amount due under this contract when You are supposed to (see clause 12.3) and You still do not make payment within 7 days of us reminding You that payment is due, we may contact the other Tenants to inform them that their next payment amount will be increased



due to a missed payment. Similarly, if one or more Tenant fails to pay their contribution, or becomes non-contactable for any reason resulting in non-payment of their contribution, we may increase Your Charges to cover the unpaid amount.

- 12.7 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 included in the Utilities Package. The price per Tenant per week is set out in the Order. You acknowledge and agree that we are entitled to retain as our service fee for our Utility Management Service any difference between the amount of the Charges we receive from You and the amount we need to pay to the Principal Providers in respect of their supply of the Utilities to You, as well as any commissions or service fees paid to us by the Principal Providers in connection with the Utility Management Service that we provide to You.
- 12.8 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 except where we have the right to increase the Charges You pay under these terms and conditions.
- 12.9 If this contract is ended it will not affect our right to receive any Charges or other sums which You owe to us under this contract.
- 12.10 We may increase our Charges in proportion to the actual number of Tenants where we become aware that not all Tenants living in the House have entered into a contract with us to reflect the actual number of Tenants living in the House. In addition, if the House has more bedrooms than Tenants that have signed the Order, You must notify us on the Order and You may incur additional charges in proportion to the number of unoccupied bedrooms. For example, if four Tenants sign the Order and we become aware that it is a five bedroom House or there are five Tenants, the Charges will increase by an amount equal to one additional Tenant to reflect there being five bedrooms / Tenants, such additional Charges shall be split between the four Tenants who sign the Order.
- 12.11 Without prejudice to our right to terminate the contract under clause 10.1.4, we reserve the right to increase our Charges in proportion to the reasonable losses we incur where in our reasonable opinion, Your use of gas, electricity or water usage is deemed to breach our Acceptable Use Policy.

## **13 NATURE OF THE UTILITY MANAGEMENT SERVICES**

- 13.1 The Consumer Rights Act 2015 gives You certain legal rights (also known as 'statutory rights'). The Utility Management Service that we provide to You must be carried out with reasonable care and skill.
- 13.2 We are under a legal duty to supply You with the Utility Management Service that is in conformity with this contract.
- 13.3 Nothing in this contract affects Your legal rights under the Consumer Rights Act 2015. You may also have other rights in law.
- 13.4 For more detailed information on Your rights, visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call Citizens Advice on 0808 223 1133.

## **14 OUR RESPONSIBILITY FOR LOSS OR DAMAGE**

- 14.1 If we fail to comply with these terms and conditions, we are responsible for the loss or damage that You suffer to the extent that it is a foreseeable result of our breaking this contract. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this contract was made (i.e. when we accept Your Order, as explained at clause 3.2 above), both we and You knew it might happen. Except as stated in clause 14.2 below, we shall not be legally responsible for any:
  - 14.1.1 losses that were not foreseeable to You and us when this contract was formed;
  - 14.1.2 losses that were not caused by any breach on our part;
  - 14.1.3 business losses; or
  - 14.1.4 losses to non-consumers.
- 14.2 Nothing in these terms and conditions shall limit our liability to You for:
  - 14.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - 14.2.2 our fraud or fraudulent misrepresentation; and
  - 14.2.3 any other liability that cannot be excluded or limited by law.
- 14.3 Except as stated in clause 14.2, our total aggregate liability to You shall not exceed the amount payable by You to us during the term of this contract (i.e. the total price You have paid for our services). This includes our liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this contract.
- 14.4 Our Utility Management Service and Utilities Package is provided for Your domestic/residential and private use only and You agree that You will only use our Utility Management Service and the Utilities Package for Your

domestic/residential and private use. If You (or You allow anyone else to) 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, You will be in breach of this contract and we will have no liability to You (or anyone else) (except as stated in clause 14.2) for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **15 HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 15.1 We will use Your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website at <https://www.splitthebills.co.uk/privacy-policy>.
- 15.2 Your privacy and personal information are important to us. Any personal information that You provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from You, how and why we collect, store, use and share such information, Your rights in relation to Your personal information and how to contact us and supervisory authorities if You have a query or complaint about the use of Your personal information.
- 15.3 As part of our service to You, we will from time to time provide offers from our group of companies and third party suppliers. We may contact You throughout the duration of Your contract with information about these offers. You can ask us not to do this by contacting us at [privacy@splitthebills.co.uk](mailto:privacy@splitthebills.co.uk).

## **16 OTHER IMPORTANT TERMS**

- 16.1 We will contact You to let You know if we plan to transfer any of our rights and obligations outside of our group of companies. If You are unhappy with the transfer, You may contact Customer Support on 0330 053 9350 or by writing to us at [customersupport@splitthebills.co.uk](mailto:customersupport@splitthebills.co.uk) or at our registered office address (as set out above) within one month of us informing You of the transfer, to let us know that You want to end Your contract with us.
- 16.2 If You terminate Your contract as permitted under clause 16.1, we will refund You any payments You have made in advance for parts of the Utilities Package which have not been provided to You by Principal Provider by the date the contract is terminated.
- 16.3 You may only transfer Your rights or Your obligations under these terms and conditions to another person with our prior written consent. We may withhold or condition our consent if it would be reasonable for us to do so.
- 16.4 This contract is between You and us. No other person who is not a party to this contract has any right to enforce any of its terms. Neither of us will need the consent of any person who is not a party to this contract to end the contract or make any changes to the contract.

- 16.5 If any provision of these terms and conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision (or remaining part provision) of these terms and conditions shall not be affected.
- 16.6 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 breaking 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 immediately chase You for payment, but we continue to provide our services, we can still require You to make the payment at a later date.
- 16.7 Our contract with You is governed by the laws of England and Wales, although if You are resident elsewhere You will retain the benefit of any mandatory protections given to You by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that You can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the United Kingdom in which You live.

**Model cancellation form**

To: STB2 Limited at 6th Floor, 1 New Era Square, Sheffield, South Yorkshire, S2 4RB

I/we [\*] hereby give notice that I/we [\*] cancel my/our [\*] contract for the supply of the following service [\*,

Ordered on [\*/received on [\*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate