

<b>BACKGROUND .....</b>	<b>1</b>
<b>PARTIES.....</b>	<b>1</b>
<b>AGREED TERMS .....</b>	<b>1</b>
1. INTERPRETATION .....	1
2. OBLIGATIONS OF SPLIT THE BILLS .....	5
3. OBLIGATIONS OF THE CLIENT .....	5
4. CLIENT DATA.....	8
5. CHARGES AND PAYMENT.....	9
6. GAS AND ELECTRIC SERVICES.....	12
7. REWARD .....	13
8. CHANGE CONTROL DURING A TERM .....	14
9. CONFIDENTIALITY .....	15
10. LIMITATION OF LIABILITY.....	16
11. TERM AND TERMINATION.....	17
12. EVENTS FOLLOWING TERMINATION.....	18
13. FORCE MAJEURE .....	19
14. WAIVER.....	19
15. SEVERANCE.....	19
16. ENTIRE AGREEMENT AND AMENDMENT .....	20
17. ASSIGNMENT .....	21
18. NO PARTNERSHIP OR AGENCY.....	21
19. THIRD-PARTY RIGHTS .....	21
20. RIGHTS AND REMEDIES .....	21
21. NOTICES.....	21
22. GOVERNING LAW AND JURISDICTION.....	22
23. YOUR INFORMATION.....	23
<b>Schedule 1 – Order Form.....</b>	<b>25</b>
<b>Schedule 2 – Cancellation Fees and Miscellaneous Charges.....</b>	<b>25</b>

## BACKGROUND

### PARTIES

Split Living Ltd T/A Split The Bills registered in England and Wales under company number: 10267040 whose registered office is at: Split the Bills, Castle House, Castle Street, Sheffield, S3 8LU (STB) has agreed to provide, and the Client (Client/You/Your) as specified on Schedule 1 has agreed to take and pay for, the Bill Management Services, subject to the terms and conditions of this agreement.

### AGREED TERMS

#### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Unlimited Energy Package:** The provision of gas and/or electricity Use is subject to STB negligent use policy <https://www.splitthebills.co.uk/negligent-use/>

**Start Date:** has the meaning given to it in Schedule 1 or such later date as STB notifies the Client in writing as being the commencement date for the provision of the Utilities.

**Bill Management Services:** The services that we agree to provide to you as set out in Schedule 1 to be performed by STB in accordance with this agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England & Wales when banks in London are open for business.

**Change Control Procedure:** the procedures set out in clause 8.

**Client Data:** any information that is provided by the Client to STB as part of the Client's use of the Bill Management Services, including any information derived from such information.

**Client Personal Data:** any Personal Data comprised in the Client Data.

**Client Site(s) or Property(ies):** the premises owned and/or managed by the Client at which it is to receive the Bill Management Services as listed in Schedule 1 and as may be varied from time to time in accordance with clause 8.

**Confidential Information:** all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Bill Management Services (together, its Representatives) to the other party and that party's Representatives in connection with this agreement which information is either labelled as such or should reasonably be considered confidential because of its nature and the manner of its disclosure.

**Flex Energy Package:** The provision of gas and/or electricity with a fixed and capped monetary allowance based on your Payment Plan.

**Effective Date:** the date of this agreement.

**Equipment:** any equipment located or to be located at a Client Site but controlled or to be controlled exclusively by STB as part of the Bill Management Services.

**Fees:** the fees payable to STB, as set out in each Payment Plan, as may be varied from time to time in accordance with clause 8.

**Gas and/or Electric:** any gas and/or electricity Utilities to be supplied to a Client Site by a Utility Provider which form part of the Bill Management Services.

**Intellectual Property Rights:** any and all intellectual property rights of any nature, whether registered, registrable or otherwise, including trademarks, registered domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, rights in databases, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, marketing methods and procedures and advertising literature, that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

**Minimum Term:** As specified in Schedule 1 the Order Form.

**Payment Plan:** a payment plan for the provision of the Bill Management Services for each Client Site for each Term comprising an estimate of the Utility Charges at such Client Site for the duration of the corresponding Term.

**Product:** Either the Flex Energy Package or Unlimited Energy Package as defined in Schedule 1.

**Set-up Service:** the due diligence, configuration and related work to be performed by STB in order to establish a Payment Plan for the Bill Management Services.

**Term:** the duration of the Minimum Term or the duration of each Extended Term (as the case may be).

**Utilities/Utility:** the utility services specified in Schedule 1, as varied from time to time in accordance with clause 8, that the Client has requested STB to arrange with Utility Providers under the terms of this agreement.

**Utility Charges:** the amounts payable to the Utility Providers and/or Us for the Utilities.

**Utility Providers:** Us and/or such third-party utility providers as STB appoints from time to time to provide the Utilities.

1.2 Clause and schedule headings shall not affect the interpretation of this agreement.

1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

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 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 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 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to writing or written includes faxes and e-mail.
- 1.9 Any phrase introduced by the words including, or includes, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.12 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.
- 1.13 Bill Management Services include the following managed services;
- 1.13.1 Energy: Gas and/or Electric these can be: Unlimited Energy Package; or Flex Energy Package.
- 1.13.2 Broadband (minimum contracts apply);
- 1.13.3 Water Package; and
- 1.13.4 TV Licence (12-month Licence)
- 1.14 Each of the above services can be provided and is decided by you at the time of submission of Schedule 1.

## **2. OBLIGATIONS OF SPLIT THE BILLS**

- 2.1 Throughout the term of this agreement, STB shall be responsible for requesting from the Client all information required by STB for the purposes of establishing, setting-up and providing the Bill Management Services hereunder and STB shall do so in sufficient detail to enable the Client to supply all such information to STB, so far as it is available to the Client. STB shall review all such information supplied by the Client to STB promptly on receipt and shall promptly following receipt notify the Client of any further information reasonably required by STB.
- 2.2 STB shall with effect from the Start Date perform the Set-up Services and produce a Payment Plan for the Minimum Term.
- 2.3 STB will arrange the provision of each of the Utilities at the Client Sites from the corresponding Start Date as set out in Schedule 1 in the terms of this agreement.
- 2.4 STB warrants that the Bill Management Services will be performed with all reasonable skill and care and that otherwise in accordance with the terms and conditions of this agreement.
- 2.5 The warranty in clause 2.4 shall not apply to the extent of any non-conformance that is caused by use of the Bill Management Services contrary to STB's instructions.
- 2.6 If the Bill Management Services, or any part thereof, do not conform with the warranty in clause 2.4, STB will, at its own expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the warranty in clause 2.4.
- 2.7 Notwithstanding the foregoing, STB does not warrant that the provision of the Bill Management Services, or any part thereof, including any Utilities, will be uninterrupted or error-free.

## **3. OBLIGATIONS OF THE CLIENT**

- 3.1 The Client acknowledges and agrees that it shall remain responsible for the payment of all utility charges in respect of any utilities supplies to the Client Sites until the Start Date.
- 3.2 The Client shall remain responsible for the use of the Utilities under its control, including any use by third parties (whether fraudulent or invited by the Client).
- 3.3 The Client shall not for the duration of this agreement appoint another person, firm or company to provide the Bill Management Services or any part thereof for any of the Client Sites (including, for the avoidance of doubt, changing any of the Utilities to a provider other than that which has been arranged by STB on behalf of the Client without prior notice to STB in accordance with clause 8 below).

- 3.4 The Client agrees that STB may, in its absolute discretion, include its own name as a party to any agreement between the Client and a Utility Provider where necessary to enable STB to perform the Bill Management Services provided always that the Client shall indemnify STB and hold STB harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by STB arising out of or in connection with us contracting directly with the Utility Provider(s) on the Client's behalf in respect of any of the Bill Management Services.
- 3.5 The client shall grant full authority to STB to act on the Client's behalf with effect from the Effective Date for the purposes of providing the Bill Management Services including (but not limited to) the authority to: enter into agreements with Utility Providers in the Client's name; receive the Client's bills and other related documentation issued by any Utility Providers for the Client Sites; contact Utility Providers to discuss the Client's accounts in relation to the Client Sites without restriction; vary the provision of the Utilities; handle payments and refunds for the Utilities; and/or terminate agreements with Utility Providers.
- 3.6 The Client shall for the duration of this agreement:
- (a) establish and maintain with its bankers a direct debit instruction in favour of STB (to such bank account as STB shall notify to the Client in writing from time to time) for the payment of all sums and charges which are or become due and payable under this agreement;
  - (b) cooperate with STB, its agents and employees in relation to this agreement and the delivery and performance of the Bill Management Services;
  - (c) provide to STB, its agents and employees all necessary access to any Client Sites as may be reasonably required by STB from time to time;
    - (i) any information relating to the Bill Management Services that we consider is reasonably necessary to enable us to provide the Bill Management Services. We will contact you in writing to ask you for such information as and when required by Us.
    - (iii) the Client Data together with any amendments to the Client Data from time to time;
  - (d) keep the Equipment in good condition until returned to STB and not dispose of or use the Equipment other than in accordance with STB's written instructions or authorisations from time to time;
  - (e) comply with all applicable laws and regulations with respect to its activities under this agreement; and
  - (f) carry out all other Client responsibilities set out in this agreement or in any of the schedules in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as

agreed by the parties, STB may adjust any timetable or delivery schedule set out in this agreement as reasonably necessary.

3.7 You must provide us with meter readings in respect of each of the Utilities:

3.7.1 on or within 5 days of the Start Date;

3.7.2 on or within 5 days of the End Date;

3.7.3 on the last day of each calendar month during the Contract;

3.7.4 within 5 days after expiry of the Contract (for any reason); and

3.7.5 at such other times as we reasonably request in writing.

3.8 We are not responsible for acquiring meter readings from the Property. In the event that you fail to provide such meter readings to us you must allow us, or person authorised by us to access the Property, from time to time upon, reasonable notice in writing, to obtain such meter readings. We reserve the right to charge you a fixed fee of £40 for each and every occasion where we have to access the Property for the purpose of obtaining a meter reading from you.

3.9 In relation to meter readings you acknowledge and agree that:

3.9.1 if you do not give us a meter reading at any given request set out in clause 3.7, and we are not able to take one, the Utility Provider will estimate your meter reading when we start to supply the Bill Management Services;

3.9.2 we are not responsible for obtaining meter readings if you do not give them to us; and

3.9.3 we may ask for photographic evidence of meter readings.

3.9.4 If you do not provide us with the information as requested pursuant to this clause 3, or you provide us with incomplete, incorrect or inaccurate information, we may delay or suspend the Bill Management Services or cancel the Contract by giving you written notice, or we may make an additional charge of a reasonable sum, as set out on our website [www.splitthebills.co.uk](http://www.splitthebills.co.uk), to cover any extra work that is required in order to obtain the information ourselves. We will not be liable for any delay or non-performance where you have not provided this information within a reasonable time of us having requested it.

3.10 The Client warrants that it has obtained all necessary consents and permissions for STB to perform the Bill Management Services on the Client's behalf, including (but not limited to) permission from any landlord and/or tenants of any Client Sites.

- 3.11 The Client acknowledges and agrees that STB is only providing the Client with management services for the payment of Utilities at the Client Site(s) and as such all contractual obligations and liabilities owed by the Client to such Utility Providers remain obligations and liabilities of the Client to perform and/or discharge as appropriate, and all contractual or service obligations owed by the Utility Providers to the Client (including, for the avoidance of doubt, any technical assistance, customer support or repairs that may be sought or required by the Client) remain obligations and liabilities of the Utility Providers to perform and/or discharge as appropriate. The Client warrants to STB that it will comply with the terms of all agreements with each Utility Provider, together with such reasonable instructions, protocols and standards issued by such Utility Provider from time to time in connection with the Utilities, at each of the Client Sites.
- 3.12 The Client shall indemnify STB and hold STB harmless against all reasonable costs, charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from any breach by the Client of this clause 3 and STB reserves the right from time to time to pass on to the Client any charges levied against STB by any Utility Provider in respect of any Utilities at the Client Sites.
- 3.13 This clause 3 shall survive termination of this agreement.

#### **4. CLIENT DATA**

- 4.1 The Client shall be the Data Controller, and the parties hereby acknowledge that STB will be acting as Data Processor in respect of all data processing activities in relation to Client Data that STB carries out under this agreement.
- 4.2 STB undertakes to the Client that:
- (a) it shall process the Client Personal Data in such a manner as is reasonably necessary to supply the Bill Management Services in accordance with this agreement or as is required by any applicable law;
  - (b) in respect of Client Personal Data which is in the possession or under the control of STB, it shall implement the technical and organisational measures to protect this Client Personal Data against unauthorised or unlawful processing and accidental loss, destruction, alteration or disclosure;
  - (c) it shall not transfer Client Personal Data outside the European Economic Area without the prior written consent of the Client; and
  - (d) it shall use reasonable endeavours to assist the Client with any subject access request that the Client receives relating to Client Personal Data processed by STB under this agreement.



- 4.3 The Client acknowledges that STB may perform a credit and identity check of the Client with a credit reference agency prior to the Start Date and that such checks may leave a footprint on the Client's credit report. The Client expressly consents to STB performing such a credit and identity check.
- 4.4 In the event STB performs a credit and identity check in accordance with clause 4.3 above, and the results of either the credit and/or identity check are unsatisfactory to STB, STB shall be entitled to charge the Client the equivalent of 1 month's Payment Plan per Client Site as specified in the Schedule 1 by way of a deposit payable by the Client to STB. Any deposit paid by the Client shall be held by STB until termination of this agreement at which point it shall be included by STB as a credit to any Final Statement.

## **5. CHARGES AND PAYMENT**

- 5.1 The Client shall pay any aggregate Fees specified in Schedule 1 for the Set-up Services on the Effective Date and the monthly Fees set out in the Payment Plan for the Bill Management Services during the Minimum Term in accordance with the Payment Plan.

### **Gas and/or Electricity Utility Services:**

- 5.2 If the Bill Management Services provided are in respect of the Unlimited Energy Package, the Fee payable will be a monthly Payment Plan, subject to our negligent use policy, regardless of the actual Utility Charges from the Utility Provider for the provision of Utilities at the Property. No refund or credit will be payable at any time during the agreement or following termination.
- 5.3 If the Bill Management Services in this respect are Flex Energy Package, the fee payable will be a monthly Contribution for the provision of gas and/or electricity at the Property, up to a fixed allowance based on the value of payments made towards Gas and/or Electricity as detailed in your Payment Plan. Exceeding the agreed allowance for a Property will result in either an increase to the monthly Contribution or a final bill rendered at the end of the Term.

**Broadband:**

- 5.4 The Bill Management Service in this respect are subject to minimum contract terms dependent on the Supplier. Such terms are contained within the Order;
- 5.5 We are not responsible for any delay supplying said service if the delay is directly related to an active line at the Property that the previous tenants have failed to close. It will be your responsibility to have the active line closed; and
- 5.6 If you terminate the Contract prior to the end of the contract term, set by the Supplier, you will remain liable for any remaining Contributions outstanding.

**Water Utility Services:**

- 5.7 The Bill Management Services in this respect are for the period as defined in your Order. The fee payable will be a monthly Contribution, subject to our negligent use policy, regardless of the actual utility charges from the Supplier for the provision of water to the Property.

**TV Licence:**

- 5.8 The Bill Management Service in this respect is for minimum periods of 12 months;
- 5.9 If you terminate the Contract prior to the end of the current 12-month contract term, you will remain liable for any remaining Contributions outstanding for the remaining contract term.
- 5.10 We only buy TV licences in periods of 12 months. After your initial 12 month ends, if you do not cancel, we will automatically be extended for another 12 months and we will buy another TV licence for you.

**General:**

- 5.11 We reserve the right to increase or decrease your Contributions at any time and will provide a minimum of 30 days' notice prior to any change;
- 5.11.1 If the broadband supplier or TV licensing increase costs, then these will be passed on to you; and
- 5.11.2 If energy or water costs increase by more than 10% from time of Order then we may adjust your Contributions accordingly.
- 5.12 Unless otherwise agreed in writing, we shall collect the Contribution from you monthly in advance by direct debit on the date notified to you by us in writing.

- 5.13 Without limiting any other remedies or rights that we may have, if you do not pay us the Monthly Contribution on the date required by us, we may cancel or suspend our performance of all or part of the Bill Management Services until you have paid the outstanding amounts in full.
- 5.14 We may adjust the Contribution in order to bring your payments in line with charges to your account and the actual cost or charges of the Utility Providers. We may also ask for any difference to be paid immediately if your account is in debit. We aim to give you 10 days' notice of any payment plan adjustments. If the Utility Provider's price or tariff of any service changes, you accept that we can automatically update the fees and adjust the Contribution accordingly to the new price.
- 5.15 You agree that we shall be entitled to keep any commission received by us during the course of providing the Bill Management Services.
- 5.16 All sums payable by you under these Terms shall be paid in full to us on their due date:
- 5.16.1 without any set-off, condition or counterclaim whatsoever; and
- 5.16.2 free and clear of any deductions or withholdings whatsoever except as may be required by law or regulation which is binding on any Tenant.
- 5.17 Without affecting any of our other rights if you do not make any payment due to us by the due date for payment we may charge interest to you on the overdue amount at the rate of 3% per annum above the base lending rate of HSBC Bank plc 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, whether before or after judgment. You must pay us interest together with any overdue amount.
- 5.18 If the Client fails to make any payment due to STB under this agreement by the due date for payment, then, without limiting STB's remedies under clause 11, the Client shall (a) forfeit any discounts, reductions, special offers, incentives, cashback, prizes or bonuses payable by STB to the Client for any reason whatsoever; and (b) be liable to STB for the late payment fee of £40 in respect of each client site.
- 5.19 You agree to being held liable for any additional fees applicable which can be found on our website [www.splitthebills.co.uk](http://www.splitthebills.co.uk). Such fees are subject to change, dependent on the Utility Providers terms, upon written notification to you.
- 5.20 All amounts and Fees stated or referred to in this agreement are exclusive of value added tax, which shall be added to STB's invoice(s) at the appropriate rate.
- 5.21 The Fees for each Extended Term shall be determined in accordance with clauses 5.23, 5.24 and 5.25.
- 5.22 Prior to the end of the Minimum Term and each Extended Term STB shall submit to the Client a Payment Plan for the Bill Management Services to be provided for the next following Term.

5.23 If, following receipt of the Payment Plan referred to at 5.22 above, the Client requests a change to the scope of the Bill Management Services to be provided during the course of the next following Term, STB shall provide a revised Payment Plan (Revised Plan) to the Client showing:

(a) the likely time required to implement the change;

(b) any variations to the Fees arising from the change; and any other impact of the change on the terms of this agreement.

5.24 If the Client does not request a change to the scope of the Bill Management Services to be provided during the course of the next following Term, within 30 days of receipt of either a Payment Plan in accordance with clause 5.2, or within 30 days of receipt of a Revised Plan in accordance with clause 5.22, the Payment Plan or Revised Plan (as may be applicable) submitted to the Client in accordance with clause 5.2 above shall automatically come into effect on the commencement of the next Term in accordance with clause 11.1 and an Extended Term shall apply to such Payment Plan or Revised Plan. For the avoidance of doubt, where a Revised Plan comes into effect on the commencement of the next Term, that Revised Plan shall, for the purposes of this agreement thereafter be the Payment Plan.

5.25 If the Client does not wish to accept either the Payment Plan or any Revised Plan, it may terminate this agreement in accordance with clause 11.

## **6. GAS AND ELECTRIC SERVICES**

6.1 If we do not already supply gas or electricity (or both) to the Property, we will start to provide them from the date on which each service transfers from the existing Utility Provider or in the case of a new supply, when it starts. The transfer date may be delayed beyond the Start Date if the existing Utility Provider objects to us taking over the supply. If this happens, we will contact you in writing, as soon as practicable, and confirm what steps are necessary to affect the transfer.

6.2 We can refuse to supply you with gas or electricity services (or both) or we can suspend your supply or tell you to stop using your supply if any of the following apply and if we are legally allowed to do so:

6.2.1 the Utility Provider you nominate prevents us from supplying your gas or electricity (or both);

6.2.2 We, the gas transporter, the network operator or another Utility Provider has stopped your supply, and we do not have to reconnect or continue your supply (for example if you have interfered with your meter);

6.2.3 We are told to stop supplying you by Ofgem, the gas transporter, the network operator or our licensed suppliers, or we can legally stop supplying you under any energy legislation (including

licences or any other agreements, authorisations and codes or procedures that relate to us and the Utility Providers); or

6.2.4 We are not happy with the way your meter is set up. This includes when we or our agents cannot read the meter and if, having carried out the appropriate checks (such as inspecting your meter), it is discovered that there is a prepayment meter installed at the Property and/or it appears to us more likely than not that the metering equipment has been tampered with.

6.3 You acknowledge and agree that if we supply you with Bill Management Services for electricity, you will also be entering into a standard connection agreement for your electricity with your local electricity network operator. There is no similar agreement for Bill Management Services for gas.

6.4 We will object to any request by another supplier to switch your gas or electricity services (or both) and we will stop you switching if;

6.4.1 we do not have written consent from you;

6.4.2 your new supplier asks us to;

6.4.3 you have not paid us for the gas and electricity that you have used, and these charges have been outstanding for more than 28 days.

6.5 In respect of the Unlimited Energy Package:

6.5.1 The Unlimited Energy Package is subject to our negligent use policy. Such policy can be found at <https://www.splitthebills.co.uk/negligent-use/>

6.5.2 We reserve the right to raise additional charges or cancel your service with immediate effect if we deem your usage to be not in accordance with our negligent use policy <https://www.splitthebills.co.uk/negligent-use/>

6.6 In respect of Flex Energy Package:

6.6.1 The Flex Energy Package is based on a fixed allowance based on the payments you make towards energy as detailed in your Payment Plan and

6.6.2 Exceeding the agreed fixed allowance for a Property will result in either an increase to the monthly contribution or a final bill rendered at the end of each Term.

6.6.3 We ask you to pay a Deposit

## **7. REWARD**

- 7.1 Where a signed and written reward agreement exists, in consideration for the Client providing Client Sites, STB may pay the Client a reward payment (Reward).
- 7.2 STB will issue a Self-Billing Invoice to the Client on or soon after 15th of the month following which Client Sites come on supply. The Client will be required to sign a Self-Billing agreement. The Self Billing Invoice issued by STB shall be conclusive evidence (in the absence of manifest error) of the amount of Reward payable to the Client.
- 7.3 STB will pay the Client the Reward due under this agreement on or before the last day of the month STB issued the Self Billing Invoice. All Bonus payments shall be paid by BACS to the bank account nominated by the Client from time to time.
- 7.4 In the event of any genuine and material dispute between STB and the Client as to the amount of Reward payable, STB shall be entitled to withhold any part of the Reward which are in dispute until such dispute is resolved.

## **8. CHANGE CONTROL DURING A TERM**

- 8.1 Subject to clause 8.4, if the Client wishes to change the scope of the Bill Management Services (including Client requests for additional services or for the addition of any Client Site), it shall submit details of the requested change to STB in writing at least 30 days prior to the proposed change taking effect.
- 8.2 If the Client requests a change to the scope of the Bill Management Services in accordance with clause 8.1, STB shall, within a reasonable time, provide a written estimate to the Client of:
  - (a) the likely time required to implement the change;
  - (b) any variations to the Fees arising from the change; and
  - (c) any other impact of the change on the terms of this agreement.

If the Client wishes STB to proceed with the change, STB has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges and any other relevant terms of this agreement to take account of the change.

- 8.3 If the Client wishes to cancel any of the Bill Management Services at any of the Client Sites STB may charge the Client, the cancellation fees as specified in Schedule 2.
- 8.4 The Client acknowledges and agrees that Gas and/or Electricity cannot be cancelled during the Term, and the supplier of Gas and/or Electricity arranged by STB in respect of each Client Site cannot be changed during the Term.

8.5 Where the Client changes the supplier of Gas and/or Electricity in respect of a Client Site(s) during the Term, the Client shall pay to STB the corresponding cancellation fee specified in Schedule 2 until the earlier of;

(a) the Client provides written evidence to STB that the Client has sold or otherwise disposed of a Client Site;

(b) a third-party notifying STB that it has acquired a Client Site.

8.6 If STB requests a change to the scope of the Bill Management Services, the Client shall not unreasonably withhold or delay consent to it. The Client further acknowledges and agrees that a Utility Provider may seek to increase its Utility Charges during the course of a Payment Plan and that STB may, as a result, vary the Payment Plan to reflect any changes in the Utility Charges.

## 9. CONFIDENTIALITY

9.1 The provisions of this clause shall not apply to any Confidential Information that:

(a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

(b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

(c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

(d) was known to the receiving party before the information was disclosed to it by the disclosing party; or

(e) the parties agree in writing is not confidential or may be disclosed.

9.2 Each party shall keep the other party's Confidential Information confidential and shall not:

(a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement; or

(b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

9.3 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

9.4 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.

9.5 The provisions of this clause 9 shall continue to apply after termination of this agreement.

## **10. LIMITATION OF LIABILITY**

10.1 This clause 10 sets out the entire financial liability of STB (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Client in respect of:

(a) any breach of this agreement;

(b) any use made by the Client of the Bill Management Services; and

(c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

10.2 Except as expressly and specifically provided in this agreement:

(a) STB shall have no liability for any damage caused by errors or omissions in any information or instructions provided to STB by the Client, or any actions taken by STB at the Client's direction; and

(b) all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

10.3 Nothing in this agreement excludes or limits the liability of STB for:

(a) death or personal injury caused by STB's negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot lawfully be excluded or limited.

10.4 Subject to clause 10.3:



(a) STB shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising; and

(b) STB's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the Fees paid during the 12 months preceding the date on which the claim arose.

## 11. TERM AND TERMINATION

11.1 This agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 11, this agreement shall continue in force for the Minimum Term and shall automatically extend for successive 12-month periods (Extended Term) at the expiry of the Minimum Term and at the expiry of each subsequent Extended Term. Either party may give written notice to the other party, not later than 30 days before the end of the Minimum Term or the relevant Extended Term, to terminate this agreement at the end of the Minimum Term or the relevant Extended Term, as the case may be.

11.2 Without prejudice to any rights that the parties have accrued under this agreement or any of their respective remedies, obligations or liabilities, and subject to clause 8, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any material term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(e) an order is made, for or in connection with the winding up of that other party;

(f) an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

(g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(h) a receiver is appointed over the assets of the other party;

(i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2(c) to clause 11.2(i) (inclusive); or

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.3 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

11.4 Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

## **12. EVENTS FOLLOWING TERMINATION**

12.1 On termination of this agreement for any reason:

(a) STB shall immediately cease provision of the Bill Management Services, save for any Gas and/or Electric, which the Client will continue to be responsible to STB for until the expiry of the relevant Term or until the Client switches to a new energy supplier;

(b) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party; and

(c) Where STB is providing the Client with Flex Energy Package, STB shall obtain a final invoice of the Utility Charges from each Utility Provider which will show any outstanding charges due and payable to any such Utility Provider in respect of each Client Site together with any early cancellation fees or other administrative fees which a Utility Provider may seek to charge and STB shall submit a consolidated statement of all such charges to the Client after receiving such charges from the relevant Utility Providers (Final Statement).

(e) Where STB is providing the Client with the Unlimited Energy Package, no Final Statement produced and no refund or credit will be due, save for where gas and or electricity consumption has exceeded our negligent use policy.

12.2 Where the Final Statement shows that:

(a) the Client is in credit; STB shall pay to the Client such amount of credit as is shown on the Final Statement to such bank account as the Client shall notify STB in writing; or

(b) STB requires additional sums to discharge any outstanding Utility Charges, the Client shall pay to STB such additional sums immediately upon demand following which STB will apply such sums to discharge the Client's liability to the relevant Utility Providers.

12.3 This clause 12 shall survive termination of this agreement until such time as all payments due and owing pursuant to the Final Statement have been paid in full.

12.4 For the avoidance of doubt any certificate or determination issued by us to you, shall (in the absence of manifest error) be conclusive evidence of the matter to which it relates.

### **13. FORCE MAJEURE**

13.1 STB shall have no liability to the Client under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes, acts of God, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a Force Majeure Event), provided that:

(a) the Client is notified of such an event and its expected duration; and

(b) STB uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned, and that if the period of delay or non-performance continues for 2 months or more, the party not affected may terminate this agreement by giving 14 days' written notice to the other.

### **14. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### **15. SEVERANCE**

15.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

15.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **16. ENTIRE AGREEMENT AND AMENDMENT**

16.1 This agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

16.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.

16.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

16.4 Nothing in this clause shall limit or exclude any liability for fraud.

16.5 We may revise these Terms at any time before the expiry of the Term in the following circumstances:

16.5.1 changes in how we accept payment from you;

16.5.2 changes in relevant laws and regulatory requirements; and

16.5.3 changes in fees and costs payable to the Utility Providers.

16.6 Any amendments made to the Terms where relevant will be updated on our website.

16.7 If we do revise these Terms, we will give you at least 30 days' written notice before they take effect. If before the expiry of the Term and the change puts you at a material disadvantage these changes will not take effect, if, on or before the day that the changes are due to take effect you tell us that you want to cancel the affected Utilities (only the Utilities that are directly affected by the changes can be cancelled without paying early termination fees for that Utility) and these terms will continue to apply to any other Utilities that are not affected by those changes).

## **17. ASSIGNMENT**

17.1 The Client shall not, without the prior written consent of STB, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.

17.2 STB may at any time assign, transfer, charge, subcontract or deal in any other manner, with all or any of its rights or obligations under this agreement without the consent of the Client.

## **18. NO PARTNERSHIP OR AGENCY**

18.1 Nothing in this 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, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **19. THIRD-PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **20. RIGHTS AND REMEDIES**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **21. NOTICES**

21.1 Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service providing proof of postage, at its registered office (if a company) or (in any other case) its principal place of business.

21.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00am on the second Business Day after posting.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **22. GOVERNING LAW AND JURISDICTION**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

This agreement has been entered into on the date it was accepted.

## 23. YOUR INFORMATION

23.1 We agree that we will only use any personal data that you provide to us in accordance with our Privacy Policy, which is available on our website. We may run checks on you (and anyone else responsible for payment) at Credit Reference and Fraud Prevention agencies, initially and periodically to help us assess your ability to pay our bills. When we run this check, the credit reference agency will record the fact that a check was made (even in the event that you do not become a Split The Bills customer).

23.2 If you have an account with us, we will routinely share information about your payment record with credit reference agencies. If we consider that your account is in default (i.e. you have not paid us and are in breach of your agreement with us) we will notify you and if you do not pay us we will report the unpaid debt to credit reference agencies who will record that default on your credit file.

23.3 If you want to see what information credit-reference and fraud-prevention agencies have about you, you can contact the following UK agencies.

- Call Credit
- Experian
- Equifax Plc

23.4 If you tell us, or we believe that a tenant of a Property are in need of extra care, we will record that information and will store it on our Priority Services Register, in order to ensure you get the service you need. The extra care might be because of your age, health, disability, or financial circumstances, or it could be because you are vulnerable for another reason. This is in line with Energy UK's 'safety net procedures'.

23.5 We will always process personal data fairly and lawfully in accordance with individuals' rights. This means that we will not process personal data unless the individual whose details we are processing has consented to this happening (e.g. through the sales engagement when you sign up to an energy supply contract). The processing of all data will always be necessary to provide our products and services, in our legitimate interests and will not unduly prejudice your privacy.

23.6 It may be necessary to share your data with third parties in order to process your data and comply with industry obligations. Please see our Privacy Policy on our website for details on who we share your information with.

23.7 We will ensure that any personal data we process is accurate, adequate, relevant and not excessive, given the purpose for which it was obtained. We will not process personal data obtained for one purpose for any unconnected purpose unless you have agreed to this or would otherwise reasonably expect this. You may also ask that we correct inaccurate personal data relating to you.

23.8 Our preferred means of communication will be by e-mail. However, we will always ask you when you sign up for your preferred means of communication during our contract period.

23.9 By agreeing to our Terms & Conditions you will be required to co-ordinate the personal information of all signatories to the contract and by doing so you must ensure that you have their explicit consent to then forward their personal information to Split The Bills. The terms of our Privacy Policy will apply to all those signatories.

**Signed on behalf of Client by:**

Full Name:

Signature:

Date:

**Signed on behalf of Split Living Limited by:**

Name:

Signature:

Date:



**Schedule 1 – Order Form****Schedule 2 – Cancellation Fees and Miscellaneous Charges****Cancellation Fees**

<b>Service</b>	<b>Cancellation Fee</b>
Gas	£50.00 per remaining month of the Term per Client Site
Electric	£50.00 per remaining month of the Term per Client Site
Water	£25.00 per remaining month of the Term per Client Site
Broadband	During the Term, the client shall be liable for all fees payable up to and including the contract end date, in addition to any cease fees charged by the supplier.
TV Licence	The full value of the annual TV Licence, minus any payments the Client has made to STB in respect of such Licence at each Client Site

**Miscellaneous Fees**

Details of miscellaneous fees can be found on our website at [www.splitthebills.co.uk/business/fees](http://www.splitthebills.co.uk/business/fees)