## me and h Bills Inclus

## Sign up today and get the following benefits

PACKAGES INCLUDE UNLIMITED ENERGY!

Student

Lettings

- It's all taken care of! No frustrating calls to utility providers
- Hassle free Setting up your utilities is taken care of by us ready for your move in date and the packages finish at the end of your tenancy, hassle free from start to finish
- **One simple monthly payment** instead of lots of separate payments to different utility providers
- Some worries about high usage bills, as your utilities package includes unlimited usage
- Allows you to budget effectively with consistent cash flow each month
- No arguments between house mates over who is paying what!

We have partnered with One Utility Bill to offer you these great packages

### Choose a package to suit you and your housemates

#### **STANDARD PACKAGE**

- PREMIUM PACKAGE
- Gas unlimited usage\*
- 4 Electricity - unlimited usage\*
- Water unlimited usage\* A
- Virgin WiFi\*\*



- Gas unlimited usage\*
- Electricity unlimited usage\* 4
- ۵ Water - unlimited usage\*
- Virgin WiFi\*\*
- TV Licence included

### LUXURY PACKAGE

- Gas unlimited usage\*
- 4 Electricity - unlimited usage\*
- Water - unlimited usage\*
- ŝ Virgin WiFi (up to 350mbps)\*\*
- **TV Licence included**
- ۰ Virgin VIP TV\*\*

\* Negligent usage policies do apply. Read full details in our terms and conditions

\*\* If Virgin isn't available to the specific property then an alternative service for internet &/ or TV will be provided but prices may vary.

### What's included?

## oneutilitybill.co

#### **STANDARD PACKAGE**

#### Gas & Electricity - Unlimited Energy!\*

All of your Gas and Electricity usage is covered for your comfort, all you need to do is provide meter readings when requested by your Property Manager. If prepayment meters are installed at the property we will arrange to replace these, but you may need to top these up yourself and we will refund this to you until the meter is changed.

#### Water\*

Your Water bills are included. Unlimited usage for your property.

#### WiFi\*\*

Unlimited WiFi and speeds up to 350Mbps (depending on tenancy size) with Virgin Media, an award winning service and the UK's fastest average broadband speeds.

#### **PREMIUM PACKAGE**

Everything from the Standard package but also includes the following;

#### **TV Licence**

A TV Licence is a legal requirement for any household watching live television and you could face a £1000 fine if you don't provide one. Leave it to us and we'll ensure you're covered.

#### WiFi\*\*

Unlimited WiFi and speeds up to 350Mbps (depending on tenancy size) with Virgin Media, an award winning service and the UK's fastest average broadband speeds.

ALL PACKAGES INCLUDE UNLIMITED ENERGY!\*

#### LUXURY PACKAGE

Everything from the Premium package but also includes the following;

#### WiFi\*\*

Unlimited WiFi and speeds up to 350Mbps (depending on tenancy size) with Virgin Media, an award winning service and the UK's fastest average broadband speeds

#### Virgin VIP TV package\*\*

The Virgin TV box with over 260 channels including Sky Entertainment Sports HD and BT Sport.

\*\* If Virgin isn't available to the specific property then an alternative service for internet &/ or TV will be provided but prices may vary.

<sup>\*</sup> Negligent usage policies do apply. Read full details in our terms and conditions

### What package would you like?

# oneutilitybill.co

		ALL
STANDARD PACKAGE	PREMIUM PACKAGE LUXURY PACKAGE	PACKAGES INCLUDE UNLIMITED ENERGY!*
PROPERTY ADDRESS		
NUMBER OF TENANTS		

### Please sign to agree with our Terms & conditions

In accordance with GDPR One Utility Bill will only share your data with the relevant utility providers included in your package, full details of the OUB privacy policy can be found at **oneutilitybill.co/policies/privacy-notice** 

TENANT NAME		SIGNATURE	
TENANT NAME		SIGNATURE	
DATE			

I agree that by signing this document, I accept the One Utility Bill terms and conditions and agree that my details (such as name, email, address, contact number) will be entered onto the One Utility Bill system by Pat Robson & Co in order to proceed with the contract with One Utility Bill. I agree that One Utility Bill will contact me in order to complete the registration of utilities and services in my property. In the interests of transparency and for your information Pat Robson & Co earn commission from One Utility Bill for facilitating any contract made between you and One Utility Bill.

**CONTACT US: Email** support@oneutilitybill.co Phone 0800 097 4107 or 0191 622 0101 Website oneutilitybill.co Please get in touch if you have any questions or queries

### **Terms & Conditions**

#### One Utility Bill Terms and Conditions – Unlimited Energy

1. Our Contract with you

1.1. These are the terms and conditions on which we supply our services to you.

1.2. Please read these terms carefully before you place a request for services with us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us prior to submitting your request for services.

1.3. This contract includes information about the "Unlimited Energy" product that is included in your One Utility Bill package. This product is compulsory in the One

#### Utility Bill Bundle you have chosen.

#### 2. Information about us and how to contact us 2.1. We are One Utility Bill Limited, a company

incorporated in England and Wales with company number 9534085 (referred to as "Us", "We", "OUB " or "Our" as appropriate throughout these terms).

Our address is First Floor, 5 Media Exchange, Coquet Street, Newcastle, NE1 2QB. Our registered VAT number is 210121590.

2.2. You can contact Us by telephoning Our customer service team at 01914 909296 or by writing to Us by email support@oneutilitybill.co 2.3. If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to

Us by e-mail, by hand, or by pre-paid post to One Utility Bill Limited, First Floor, 5 Media Exchange, Coquet Street, Newcastle, NE1 2QB.

2.4. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you first requested we provide you with our services to the address you provide to Us in the Order.

2.5. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails. When words with capital letters are used in these

Terms, the meaning is as set out in clause 17 below. 3. Our contract with you

3.1. By requesting and receiving Our services, entering your payment details on registration and clicking "I accept", you accept these terms and conditions which form the contract for services between You and Us.

3.2. How We will accept your order. Our acceptance of your order for services will take place when We email you to accept it, at which point a contract will come into existence between you and Us on the terms set out herein.

3.3. Please ensure that you read these Terms carefully, and check that the details on the Online Dashboard and in these Terms are complete and accurate, before you click "I accept" and submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

3.4. If We cannot accept your order. If We are unable to accept your order for Our services, We will inform you of this by email and will not charge you. If we have already charged you, you will be reimbursed in full.

3.5. You will be referred to throughout these terms as "you" or "the tenant" or "House".

We have expertise in making arrangements for utilities and household bills, including for multiple occupancy houses, to be collected, managed and paid. If We accept your order for Our services, We will provide to you the services described in these terms on the basis of you contracting with Us on these terms in your personal capacity as a tenant in a premises to which We provide our consolidated billing services.

#### 4. Our contract with you

4.1. You undertake that all the information provided by you as part of the Sign Up Process is true, accurate and complete and that you have the authority to provide the information submitted on behalf of the other tenants of the House and to place the Order on behalf of the other tenants. 4.2. If you are not the person submitting the Order, you agree that by supplying Us with the information that We ask you to provide you agree to be bound by the Order and the Terms. 4.3. We are entitled to refuse to accept or process the Order or to terminate any contract which is entered into pursuant to clause 3.2 in the event that We become aware at any time that the information which you have provided is not true or is, inaccurate or incomplete or a named person on the account has previously defaulted on payments to One Utility Bill.

4.4. Where more than one person is a tenant at the House, each of you are jointly and severally responsible for performing the obligations set out in these Terms and for making the payments set out in clause 8 and clause 12.

4.5. In the event that any tenant leaves the House and/or fails to make any payments set out in clause 8, we shall be entitled to increase the amount payable by each of the other tenants who continue to occupy the House to ensure that the total amount paid is the amount stated in the Order.

4.6. If any of these Terms conflict with any term of the Order, the Order will take priority to the extent necessary to resolve that inconsistency.

4.7. We shall assign an account reference number to the Order and inform you of it when We confirm the Order. Please quote the account number in all subsequent correspondence with Us relating to the Order.

#### 5. Changes to order or terms

5.1. We may revise these Terms from time to time in the event of changes in relevant laws and regulatory requirements and changes in Our business processes.

5.2. If We have to revise these Terms under clause 5.1, We will give you at least one month's written notice of any changes to these Terms before they take effect.

5.3. You may make a change to the Order for Services at any time up until the start date of the Tenancy by contacting Us. Where this creates a change in the total price of the Services, We will notify you of the amended price in your Online Dashboard. You can choose to cancel the Order in accordance with clause 12.1 in these circumstances.

5.4. If you wish to cancel an Order before it has been fulfilled, please see your right to do so set out in clause 12.

#### 6. Providing services

6.1. Unless otherwise agreed, We will supply the Services to you from the start of the Tenancy for the period stated in the Online Dashboard or, if longer until the Tenancy expires or these Terms are terminated in accordance with their provisions. 6.2. We will make every effort to supply the Services. However, there may be delays due to an Event Outside Our Control, which includes delays in the Services being transferred from incumbent suppliers. See clause 11 for Our responsibilities when an Event Outside Our Control happens. 6.3. If you do not pay Us for the Services when you are supposed to as set out in clause 8.8, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 8.11). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 8.10.

6.4. At the start of your tenancy gas and/or electricity will be provided, or will be in the process of being provided by one of our preferred suppliers who will be allocated to you by OUB based on the tariff which We consider to be the most appropriate in our absolute discretion (Preferred Supplier). However this will not prevent you changing to a different energy provider if desired, but if that is the case we will no longer be able to provide you with our Services and you will have to cancel this contract. For the cancellation charges and your rights, please see clause 12.3 **7. If there is a problem with the services**  7.1. In the unlikely event that there is any defect with the Services (excluding delays in transfers and supply changes):

7.1.1. please contact Us and tell Us as soon as reasonably possible; and

7.1.2. please give Us a reasonable opportunity to repair or fix any defect.

7.1.3. As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if there is a fault or the Services are not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

#### 8. Price and payment

8.1. The cost which you will pay for the Services will be set out in the Bundle displayed in the Online Dashboard . The cost assumes that:

8.1.1. The utility and broadband and media provider which we have selected has accepted our transfer request for the provision of electricity and/or gas and broadband at the House; 8.1.2. The utility and broadband and media provider commences the supply of broadband and electricity or gas at the House from the start date specified in the Online Dashboard;

8.1.3. You are fully compliant with Clause 10.2. 8.2. The cost includes the amount which you have agreed to pay for the utility services specified in the Online Dashboard and that We will arrange for the utility providers to supply to the House and also includes Our fee for providing the Services and the One Utility Bill Unlimited Energy Fee . You agree that we will retain the fee's which We charge for providing the Services as payment for Our Services.

8.3. Subject to clause 5.1, the cost of the Services will be fixed provided the usage by the tenants of utilities at the House is not negligible, as per clauses 8.4

8.4. In the unlikely event that We establish that there is negligent or commercial use of electricity and/or gas by the tenants of the House, we reserve the right to increase the amount payable as advertised by the Bundle by such additional amount as is needed to ensure that the total amount paid by the tenants is sufficient to cover the cost of the utility services provided to the House and the amount of our fee for providing the Services. This will be at Our sole discretion and You will notified of this via email.

Please note that failure to make timely payments in full may result in disconnection of utilities to the House.

8.5. The amounts stated in the Tenant Breakdown include VAT. However, if the rate of

VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect. 8.6. Each of the tenants in the House agrees to pay the amounts stated in the Order on

a monthly basis as is agreed and set out in the Tenant Breakdown. All payments are collected by Us through our partner GoCardless via a direct debit payment or card payments via Stripe using the details provided as part of the Sign Up Process.

8.7. Where any amounts payable by you under the Terms, including any Early

Termination Charge or payment to be made pursuant to clause 14.3, cannot be made using GoCardless or Card Payments made via Stripe you will make such payment by bank transfer, cheque or such other payment method as We notify to you in the relevant invoice.

8.8. 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% a year above the base lending rate of Barclays 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.

8.9. However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 8.8 will not apply for the period of the good faith dispute.

8.10. Except for fees payable to Us for our Services and for the Unlimited Energy fee, or otherwise in accordance with these Terms, we will only make use of your payments to pay utility bills for the House.

8.11. Monies paid in advance by you to Us shall be held on trust by Our directors from time to time (as trustees on Our behalf) for your benefit. We shall be entitled to administer such trust and use your monies and trust proceeds to make payments as they fall due on your behalf in accordance with these Terms, We shall not otherwise have any beneficial interest in such trust. We shall ensure that We keep such trust monies in a bank account of Our choice which is separate from our general trading accounts, but We shall not be under any obligation to earn or pay interest to you on any such amounts deposited by Us.

8.12. We have the right at any time to withhold, setoff and deduct from your payments any amounts owed or payable by you pursuant to these Terms. This includes deducting outstanding payments owed by any party to this joint and several agreement from the final statement payments. 9. Your Obligations to Us

9.1. You confirm that:

9.1.1. By instructing Us to organise the provision of the utility service to the

House in place of any current utility providers for the length of the tenancy you are not breaking any prior agreements or contracts you may have in place regarding utility suppliers with your landlord or their agent;

9.1.2. You have obtained any other consents and permissions which are required to enable Us to provide the Services;

9.1.3. You will not during the period when we are providing the Services enter into any contract with any other utility provider or party relating to the provision of utilities to the House.

9.1.4. You have checked all equipment needed to receive the utilities and broadband and that all gas taps are switched to "on".

9.1.5. You have checked that there is no prepayment meter fitted in the

House. If there is then We reserve the right to cancel your Order or make amendments to your

Order as required.

9.2. You agree that:

9.2.1. We are entitled to act on your behalf in order to provide the Services at the House and to arrange for the utilities specified in the Order to be supplied to the House;

9.2.2. We are authorised to receive all accounts and statements from the utility providers who we arrange to supply utilities to the House and to manage your account with such utility suppliers including, where necessary, changing the utility supplier, entering into agreements with such utility suppliers in your name and generally representing your interests in connection with the Services which we supply.

9.2.3. if required, you agree to sign a Letter Of Authority enabling Us to act on your behalf if requested by a supplier.

9.3. You will:

9.3.1. carry out meter readings in respect of each of the utilities on the date when you move into the House, on the first day of every calendar month during the period that we supply the Services to the House and on the day that you vacate the House, in each case using the online meter reading system which we notify to you from time to time; 9.3.2. comply with the terms and conditions of the agreements with the utility suppliers who supply utilities to the House, as we shall notify you of from time to time and indemnify Us against any claims, costs, liabilities, damages and expenses which we suffer or incur arising out of any breach or failure by you to observe such terms and conditions; 9.3.3. in particular, keep all equipment such as meters or broadband routers which are used to provide the utilities at the House in good condition and will not damage or dispose of the same and return these to One Utility Bill if requested. 9.3.4. if the equipment referred to in clause 9.3.3 is not returned upon request you may be charged the full amount to replace the equipment as deemed by the Third Party Utility Supplier, set out in their Terms and Conditions. A copy of these Terms and Conditions can be provided upon request. 9.3.5. you will be liable to pay all charges relating to missed appointments that were arranged by Us and communicated to you in writing. This includes but is not limited to Broadband Installations, Prepayment Meter Exchanges, Broadband Router Deliveries and Media Installations.

10. Our liability to you

10.1. If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time we entered into this contract.

10.2. We only supply the Services for domestic and private use. You agree to make fair use of the utilities and Services. You agree not to use the Services nor any of the utilities for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.3. We do not exclude or limit in any way Our liability for:

10.3.1. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

10.3.2. fraud or fraudulent misrepresentation; 10.3.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

10.3.4. breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

10.4. Where the law allows us to, Our liability to you in relation to the Services or any claim relating to these Terms shall not exceed (two hundred percent) 200% of the total amount paid by you in One Utility Bill Fee's under these Terms.

#### 11. Events Outside Our Control

11.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

11.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation failure by a third party utility supplier to provide or transfer gas, electricity, water or broadband connectivity, failure to obtain, or the withdrawal of, any consents or licences which we are required to obtain or hold from the Financial Conduct Authority, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or governmental action which has a material adverse effect on our ability to perform the Services.

11.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

11.3.1. We will contact you as soon as reasonably possible to notify you; and

11.3.2. Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

11.4. You may cancel the contract if an Event Outside Our Control takes place which lasts for 14 days and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 12. We will only cancel the contract if the Event Outside Our Control continues for longer than 14 days in accordance with Our cancellation rights in clause 13.

#### 12. Your rights to cancel and applicable refund

12.1. Before We begin to provide the Services, you have the following rights to cancel an Order for

Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 5.1:

12.1.1. You may cancel any Order for Services at any time before the start date of the Tenancy or within 14 calendar days of your tenancy start date by contacting Us. We will confirm your cancellation in writing to you.

12.1.2. If you cancel an Order under clause 12.1.1 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you less any amounts we have paid on your behalf.

12.1.3. However, if you cancel an Order for Services under clause 12.1.1 and We have already started work on your Order you will pay Us any costs We reasonably incurred in starting to fulfil the Order and any Early Termination Charge, and these costs and charges will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs and charges are when you contact Us. However, where you have cancelled an Order because of Our material failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you may not have to make any payment to Us except in respect of charges by utility providers for utilities received by the tenants of the House.

12.2. Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 30 calendar days' notice in writing. You may wish to cancel your contract with us in this way if, for example, you wish to change one or more of the utilities providers away from our Preferred Suppliers. Please note that we can only provide the Services in conjunction with our Preferred Suppliers, so if you wish to change from a Preferred Supplier you will have to terminate this contract and cease to receive our Services. In the event of such early termination by you, you will yourself be responsible for finding an alternative supplier of utilities (if required) and to open accounts and transfer to your new utilities suppliers in a timely manner yourself so as to avoid any period of "cut-off" from supply. You will also pay us an exit fee of 50% of the Order Management Fee's and the One Utility Bill Unlimited Energy Fee for the length of contract if you cancel the contract early (namely, after services have begun). An invoice will be created for this exit fee and delivered to you via email. As is further set out in clause 14 below, If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you as soon as possible. Please consult the Preferred Supplier's terms and conditions prior to switching as the utility providers may also be entitled to charge you an Early Termination Charge under your agreement with the provider. Please do not hesitate to contact Our customer services team if you have any questions or concerns in this respect. For further information regarding how to switch your energy supplier please visit www.citizensadvice.org.uk/ consumer/energy.

12.3. Once We have begun to provide the Services to you, you may also cancel the contract for Services with immediate effect by giving Us written notice if:

12.3.1. we break this contract in any material way and We do not correct or fix the situation within 14 days of you asking Us to in writing;

12.3.2. we go into liquidation or a receiver or an administrator is appointed over Our assets; 12.3.3. we change these Terms under clause 5.1 and the cost to you of the Services increases by more than 10%: or

12.3.4. we are affected by an Event Outside Our Control which continues for more than 14 days. 13. Our rights to cancel and applicable refund 13.1. If We have to cancel an Order for Services before the Services start:

13.1.1. We may have to cancel an Order before the start date for the Services,

due to an Event Outside Our Control. We will promptly contact you if this happens.

13.1.2. If We have to cancel an Order under clause 13.1.1 and you have made any payment in advance for Services that have not been provided to you,

We will refund these amounts to you.

13.1.3. Where We have already started work on your Order for Services by the time We have to cancel under clause 13.1.1, We will not charge you anything and you will not have to make any payment to Us.

13.2. Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

13.3. We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

13.3.1. you do not pay Us when you are supposed to as set out in clause 8.7. This does not affect Our right to charge you interest under clause 8.9; or 13.3.2. you break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing. 13.4. In the event that We terminate the contract for Services pursuant to clause 13.3 you will, in addition to any other remedies We may have, pay us the Early Termination Charge.

13.5. In the event that We terminate the contract for Services, We may transfer any contract with utility providers and any amounts outstanding under such contracts (including any accrued costs or other liabilities) into your name. Please note that your failure to pay may result in utilities for the House being disconnected.

#### 14. End of Contract Arrangements

14.1. On the expiry or earlier termination of the contract for the Services we will notify the relevant utility providers and obtain final accounts from them relating to the utilities provided at the House, including any termination fees payable. 14.2. As your Order includes a the One Utility Bill

Unlimited Energy product, no final statement or payment will be owed by/due to you.

14.3. Upon expiry or termination of the contract for the Services your payment obligations have not been made in full within this timeframe, we reserve the right to use all means available to us to collect this payment (including, but not limited to actioning our rights in clause 4.4 and Third Party Debt Collection Agencies both of which may have an impact on your credit history and rating). All reasonable costs incurred will be charged to You and a final invoice detailing these charges will be produced upon request.

**15. How we may use your personal information** 15.1. We will use the personal information you provide to Us to:

15.1.1. provide the Services;

15.1.2. process your payment for such Services; 15.1.3. inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us; 15.1.4. to enable us to inform the utilities providers of your identity (including disclosure to the Preferred Supplier (as described in clause 6.4) and to enter into contracts with utility companies; and 15.1.5. comply with our legal obligations to provide the information to any governmental, regulatory or similar organisation relating to the Services we provide to you.

15.2. You agree that We, on behalf of our Third Party Utility Suppliers may pass your personal information to credit reference agencies and that they may keep a record of any search that they do. 15.3. You agree that we may pass your name and contact details to the utilities and broadband and media (including TV licensing company and TV package providers) providers including for the purpose of:

15.3.1. registering the gas and electricity meters at the property in your name with the Preferred Supplier, providing gas and electricity and other utilities/services to you and administering your account with such supplier;

15.3.2. registering the property in your name with the broadband and media provider;

15.3.3. registering you with the incumbent water supplier to the House;

15.4. The water supplier may contact you in order to provide further information about its services and products and conclude an agreement with you for those services and products.

15.5. We and the Preferred Supplier (see clause

6.4) (or other utility and broadband provider for the House) will use your details only for the purposes set out above and not in any other way. We and Our Preferred Supplier will comply with our obligations under the Data Protection Act 1998 (and successor legislation) and will handle your personal data in the manner set out in both Our and the Preferred Supplier's standard terms and conditions and/or privacy notice.

15.6. If you have any questions regarding details or use of your personal data held by Us or Our Preferred Supplier please contact One Utility Bill at First Floor, 5 Media Exchange, Coquet Street, Newcastle, NE1 2QB or 01914 909296 or support@ oneutilitybill.co or contact the Preferred Supplier using the details which are shown in your user login area for the relevant Preferred Supplier who has been allocated to you. Please contact us using the details above if you have any difficulty in contacting the Preferred Supplier.

#### 16. Other important terms

16.1. We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

16.2. You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

16.3. This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, you may be subject to separate contractual obligations to your utilities providers. 16.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5. Any clauses of this contract which expressly or by implication survive the termination of this contract shall continue in full force and effect. 16.6. If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you. 16.7. These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

#### 17. Definitions

#### "Bundle"

a collection of utility services, products and fee's that together are priced as a predetermined rate as advertised to and chosen by the customer and agreed as accurate at that time "Early Termination Charge"

any charges that a utility provider levies relating to the early termination of the contract for the provision of a utility to the House and our early cancellation fee which is up to 50% of the Orders One Utility Bill Management Fee and One Utility BIII Unlimited Energy Fee.

"Event Outside Our Control" is defined in clause 11.2;

#### "House'

the rented property described in the Tenant Breakdown and in relation to which we will provide the Services; "Order"

your order for the Services, which you place when completing the Sign-Up Process

"Online Dashboard"

the online portal where you can sign up to, make changes and setup payment for your One Utility Bill package, which can be found at:

https://tenants.oneutilitybill.co/

#### "Services"

the household bill organisation and payment plan services that We are providing to you as set out in the Tenant Breakdown (alternatively known as your One Utility Bill Package);

"Sign-Up Process"

the procedure which you follow to create an account for your House and each tenant in the

House to enable you to receive the Services from us;

#### "Tenancy"

the agreement under which you are entitled to occupy the House;

"Tenancy Allowance"

is the estimated total amount that the provision of the utilities to the House will cost each week, month or academic term as the case may be as set out in the Tenant Breakdown; "Tenant Breakdown"

the details of the Services which We offer to supply to you as provided to you during the Sign-Up

Process;

#### "Terms"

the terms and conditions set out in this document; "Unlimited Energy Product/ Fee"

a fee payable to the One Utility Bill for taking the financial responsibility for any over/under consumption of utilities at the property, offering simplicity and piece of mind to the tenants. "Utility Bills"

any electricity, gas, water, TV licence, broadband and/or media charges relating to your House and/ or One Utility Bill Package.

#### "We/Our/Us"

One Utility Bill Limited, company number 9534085 whose registered office is at 5 Coquet Street, Newcastle Upon Tyne, NE1 2QB;

"You"

means the persons who occupy the House and who complete the Sign-Up Process.