

DEFINITION

1. For the purposes of this agreement (including the recitals), the following terms have the meanings specified hereunder.
2. "Charges" means the monthly amount payable by you to us, calculated on the basis of the weekly charge set out in this agreement or any replacement amount notified by us to you;
3. "House" means the property specified in this agreement to which we provide the Utility Management Service;
4. "Principal Provider" means an entity who we arrange (as your agent or as a reseller) to supply one or more Utilities to the House;
5. "Utility" or "Utilities" means one or more of an electricity supply, gas supply, water supply, internet supply or television licence supply;
6. "Utility Management Service" means the service provided by us to you, including the arrangement, administration and management of the supply of the Utilities Package to you and the use of our technology platform. For the avoidance of doubt, we do not sell or resell energy in connection with our services; and
7. "Utilities Package" means the supply of the Utilities specified in this Agreement to the House by the Principal Providers.

TERM OF AGREEMENT

8. This Agreement shall be effective from (Start date of our services) (hereinafter referred to as the "**Effective Date**") and will end on (End date of our services)
9. At the end of the term of the Agreement, it will not be automatically renewed for a new term.

RIGHT TO MAKE CHANGES

10. Tenants Right to Make Changes: If you wish to make a change to the Utility Management Service or the Utilities Package, please contact us. We will liaise with any relevant Principal Providers and let you know if the change is possible. If it is possible, we will let you know about any changes to the Charges, the timing of supply, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
11. Our/ Utility Management Service Provider's Right to Changes: We may change the Utility Management Service under the following circumstances.
 - to reflect changes in relevant laws and regulatory requirements; and
 - to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not materially affect the Utility Management Service or the supply of the Utilities Package by the Principal Providers.
 - In addition, we may make further changes to these terms (including the Charges), to the Utilities Package and/or the Utility Management Service, including but not limited to where a Principal Provider alters its terms for all or a part of the Utilities Package. If we do so, where reasonably possible, we will provide you with at least 14 days' notice of any significant changes. Where UniHomes is solely responsible for the significant change and you don't agree to the change, you will be given the option to terminate this contract before the change takes effect.

OTHER TERMS AND CONDITIONS OF THIS AGREEMENT

12. Once this agreement is signed by both parties, you are contracting with us to provide the Utility Management Service and appointing us to arrange, conclude and manage contracts between you and the Principal Providers for the supply of the Utilities Package to the House. That means that, where relevant, you authorize us to sign you up directly with each Principal Provider to receive the relevant Utility and to switch the House over from an existing supplier of the same Utility. You are responsible for paying all costs which accrue to you as a result of your use of the Utilities Package, although we will manage these payments on your behalf as part of the Utility Management Service. We will begin providing our Utility Management Service and arrange for the Utilities Package to be provided to you by the Principal Providers from the date set out in this Agreement, for the time period set out in this Agreement, unless we notify you otherwise. Upon request, we will tell you the identity of each Principal Provider and confirm whether we are acting as your agent or as a reseller for each Utility.
13. Further, you authorize us to:
 - Contract with our selected Principal Providers in your name;
 - Receive bills and correspondence from the Principal Providers;
 - Settle amounts due from you to the Principal Providers from the Charges;
 - Access information about your House account with the Principal Providers;
 - Manage and make changes to your House account's payment plan(s) with the Principal Providers;
 - Inform the Principal Providers where the contract between you and us comes to an end and/or you leave the House; and
 - Take any other actions as we may reasonably determine are required in order to ensure the Utilities Package is provided to the House by the Principal Providers.
14. We will be a named contact and/or agent on your House account with each Principal Provider so we can liaise with the Principal Provider on your behalf. For the avoidance of doubt, where we are acting as agent, the contractual supply relationship will always be directly between you and the Principal Provider. We will have no rights or obligations under your supply contracts with the Principal Providers, and we do not supply or re-supply any energy to you.
15. You and each of the other tenants residing at the House are jointly and severally liable and responsible for all Charges and other payments due in respect of our provision of the Utility Management Service to each of you at the House. If you notify us that a tenant ceases to live at the House during the term of the contract, we shall re-calculate and re-apportion the contribution payable by each of the tenants who continue to live at the House for the remaining term of the contract, to ensure that an amount equal to the departing tenant's charges continues to be paid to us in full, until such time as we agree otherwise. Similarly, if one or more tenants fails to pay their contribution, or becomes non-contactable for any reason resulting in non-payment of their contribution, we reserve the right to increase your Charges to cover the unpaid amount.
16. If our performance of the Utility Management Service is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay. Provided we do this, we will not be liable for delays caused by the event but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any goods and services you have paid for but not received.
17. If as part of performing the Utility Management Service we arrange access to your House and you do not allow us access to your House as arranged (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your House, we may end the contract and Clause specified under "our right to end the contract" will apply.
18. We will need certain information from you so that we can provide the Utility Management Service and arrange the supply of the Utilities Package to you from the Principal Providers, for example, monthly meter readings, contact details and/or payment details. We will contact you in writing to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us

for any extra work that is required as a result. We will not be responsible for failing to provide any part of the Utility Management Service if this is caused by you not giving us the information we need within a reasonable time of us asking for it. If you do not provide monthly meter readings, you are agreeing to allow us or a Principal Provider (or a third party authorized by us or a Principal Provider), to access your House from time to time upon reasonable notice to obtain the meter readings required.

19. We may have to suspend all or part of the Utility Management Service to allow us or a Principal Provider to:
- deal with technical problems or make minor technical changes;
 - update the Utility Management Service or Utilities Package to reflect changes in relevant laws and regulatory requirements; or
 - make changes to the Utility Management Service or Utilities Package as requested by you or notified by us to you.
20. We will contact you in advance to tell you we will be suspending all or part of the Utility Management Service or to tell you that a Principal Provider will be suspending supply of a Utility, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend the Utility Management Service or a Principal Provider suspends supply of a Utility or if we tell you that either of these is going to happen, in each case for a period of more than one month, and we will refund any sums you have paid in advance for parts of the Utility Management Service or the Utilities Package which have not been provided to you by us or the Principal Provider by the end of this contract.
21. If you do not pay any amount due under this contract when you are supposed to (see Clause 11.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may instruct one or more Principal Providers to suspend supply of the Utilities Package until you have paid us the outstanding amounts. As well as suspending the Utilities Package we can also charge you interest on your overdue payments. We may also instruct one or more Principal Providers to suspend supply of the Utilities Package (with or without notice, depending on the circumstances) if we consider your gas, electricity or water usage to be negligent.
22. You agree to pay the Charges throughout the term of this contract. The Charges include a service fee for our Utility Management Service (i.e. the arrangement, administration and management of the Utilities Package, including the use of our technology platform) as well as the amount we need to pay to the Principal Providers for supplying the Utilities Package to our customers. You agree that we are entitled to retain as our service fee any difference between the amount of the Charges and the amount we need to pay to the Principal Providers on your behalf in respect of the supply of the Utilities Package. For the avoidance of doubt, if the amount due from you to the Principal Providers for the supply of the Utilities Package exceeds the Charges, you will not be liable for any additional payment unless otherwise stated in these terms.
23. You agree to pay 25p per kWh over your monthly (included) 200 kWh for your electricity. You will be required to make this payment if requested by us. Your usage can be requested upon request.
24. You agree to pay 6.5p per kWh over your monthly (included) 550 kWh for your Gas. You will be required to make this payment if requested by us. Your usage can be requested upon request.

RIGHT TO END THIS AGREEMENT

25. **TENANT/S RIGHT TO END THE AGREEMENT:** You may contact us at any time to end this contract, but in some circumstances we may charge you certain sums for doing so, as described below. You must return to us any equipment provided to you that belongs to either us or the Principal Providers. Such equipment must: (i) be sent to us at our registered office address; and (ii) be in good working order (or we reserve the right to charge a fee for its replacement).

26. If you are ending the contract for a reason set out below, the contract will end immediately and we will refund you in full for parts of Utility Management Service or the Utilities Package which you have already paid for via the Charges but which have not been provided by us or the Principal Providers. The relevant reasons are:
- We have told you about a significant upcoming change to the Utility Management Service or these terms which we are solely responsible for and which you do not agree to;
 - 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;
 - you have a legal right to end the contract because of something we have done wrong.
27. You have a legal right to change your mind within 14 days and receive a refund (if applicable). These rights, under the Consumer Contracts Regulations 2013, are explained in more detail below.
28. You do not have a right to change your mind in respect of the Utility Management Service and Utilities Package once the supply of goods and services has started, even if the cancellation period is still running.
29. Unless the supply of goods and services has started (as set out above), you have 7 days after signing this Agreement to change your mind about the Utility Management Service or the Utilities Package.
30. It may be possible for you to end the contract before its expiry date. If we agree to end this contract early, the contract will not end until 60 days after the day on which you contact us. We will charge you for the Utility Management Service up to the date that is 60 days after you have contacted us to cancel the contract. We will charge you an early termination fee of £25 per tenant, in addition to any other amounts due or that we incur from the Principal Provider(s) as a result of your instructions to terminate the contract. This can include but is not limited to internet charges for the remainder of the term.
31. **OUR RIGHTS TO END THE CONTRACT:** We may end the contract at any time without notice by writing to you if:
- You do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due. If you miss a Direct Debit payment, a charge of £12 will be applied to your account and will be payable in addition to the Charges;
 - you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our Utility Management Service and arrange the supply of Utilities Package by the Principal Providers, for example, meter readings;
 - you do not, within a reasonable time, allow us or any Principal Provider access to your premises to carry out the Utility Management Service or arrange the supply of the Utilities Package;
 - Your gas, electricity or water usage is deemed negligent by us; or
 - all occupants of the House have not entered into a contract with us. Where more occupants are living in the property than are contracted with us, you may incur additional charges. If your property has more bedrooms than occupants, you must notify us before your account start date and you may incur additional charges.
32. If we end the contract in the situations set out in Clause 9.1, we will refund any money you have paid in advance for parts of the Utility Management Service and the Utilities Package that have not been provided by us or the Principal Providers, but we may deduct or charge you reasonable compensation for the costs we incur, together with a £25 cancellation fee per tenant.
33. Separate from our ability to amend this contract or the Utility Management Service and to end the contract without notice, we may write to you to let you know that we are going to stop providing our Utility Management Service to you. Where reasonably possible, we will let you know at least 28 days in advance and will refund any sums you have paid in advance for any parts of the Utility Management Service and the Utilities Package which have not been provided by us or the Principal Providers. In any event, upon the cessation of us providing the Utility Management Service under these terms, you must return to us any equipment provided to you (e.g. a router). Such equipment must: (i) be sent to us at our registered office address; and (ii) be in good working order, otherwise we reserve the right to charge a fee for its replacement.

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

OUR RESPONSIBILITY FOR LOSS OR DAMAGE

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

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

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

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

OTHER IMPORTANT TERMS

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

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

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

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

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

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

PRIVACY POLICY AND DATA PROTECTION POLICY

45. We will comply with data protection laws including UK GDPR. The personal information we hold about you must be:
 - Used lawfully, fairly and in a transparent way.
 - Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
 - Relevant to the purposes we have told you about and limited only to those purposes.
 - Accurate and kept up to date.
 - Kept only as long as necessary for the purposes we have told you about.
 - Kept securely
46. We are obliged to maintain records in relation to the processing of your personal data, so that we can be accountable for complying with these obligations.
47. During the course of our business relationship with you, we will collect, store, and use personal information about you. This data may include your personal contact details such as your name, title, addresses, telephone numbers and email addresses. This is not an exhaustive list and we can provide you with full details of exactly what information we hold on request.
48. We will not ordinarily collect, store and use any data which is defined under UK GDPR as "special categories" of more sensitive personal information, but where we do process this we will ensure that we have a proper lawful basis for doing so (generally that will be on the basis of your explicit consent for a particular purpose).
49. It is necessary for us to retain data on clients in order for us to fulfil our contractual obligations to you and we must hold data for our legitimate business needs.
50. We will only retain data which we reasonably require and for a period which is reasonably necessary.
51. We will not disclose your data to the third parties unless it is necessary for us to do that as part of a contract that we have entered into with you, where we have some legal or regulatory obligation to do so, or where we have your specific consent.
52. We will hold information on visitors to our website. This will include basic information on customers of our clients who have provided personal information. You may be able to configure your browser to limit the amount of information that we collect about you as a visitor, but please be aware that this might impact on the functionality of our platform.
53. We collect personal information from the information you provide to us, which is provided to us on your behalf (for example, if you are a student looking to rent a property, we might be provided with your information by the letting agent or landlord) and what information may be held publicly, for instance with Companies House, and from our research of websites and records that are in the public domain. We may sometimes collect additional information from third parties.
54. We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:
 - Where we need to perform the contract we have entered into with you.
 - Where we need to comply with a legal obligation.
 - Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
55. We may also use your personal information in the following situations, which are likely to be rare:

- Where we need to protect your interests (or someone else's interests).
- Where it is needed in the public interest (or for official purposes).

56. If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you or we may be prevented from complying with our legal obligations.

DATA SHARING

57. We may have to share your data with third parties, including third-party service providers, our Clients, and other entities in the group.

58. We require third parties to respect the security of your data and to treat it in accordance with the law.

59. Your data is stored on our management systems. In some circumstances beyond our control it is possible that our management systems may store your data outside of the United Kingdom. Where this occurs we will endeavour to ensure that the territory in which the data will be stored has been determined by the UK Government to offer an adequate level of data protection within its domestic legislative regime, or that appropriate contracts are in place to ensure that the data is stored in a manner which is compliant with the UK GDPR.

60. We will share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

61. All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

62. We will put in place appropriate security measures to protect your data proportionate to the size of our operation, the resources available to us and the nature of the data we store on you.

RELATIONSHIP OF THE PARTIES

63. The Parties agree that this is a non-exclusive agreement and that the Parties are regarded as independent contractors.

AMENDMENTS

64. The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.

65. Accordingly, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

66. The Parties are not entitled to assign the responsibilities that they have under this Agreement to anyone else, unless both Parties agree to the assignment and provide such agreement in writing.

ENTIRE AGREEMENT

67. This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

SEVERABILITY

68. In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

GOVERNING LAW

69. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

ALTERNATIVE DISPUTE RESOLUTION

70. Any dispute or difference whatsoever arising out of, or in connection with, this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of England and Wales.

SIGNATURE AND DATE

71. The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below: