

## **BILLS INCLUDED SERVICE**

These terms and conditions are additional terms (the “**Bills Included Terms**”) that set out how Goodlord will provide you with access to the Bills Included service (“**Bills Included**”), and together with the End User Licence Agreement for use of acasa (the “**EULA**”), form the Agreement between you and Goodlord for Bills Included. In the event of any conflict between the Bills Included Terms and the EULA, the Bills Included Terms shall be the terms and conditions that apply. In the event of any conflict between these terms and the supplier terms in clause 13, these terms will take precedence.

BY CLICKING “I ACCEPT” YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU MUST NOT USE THE BILLS INCLUDED SERVICE.

The parties agree as follows:

### **1. Bills Included Service**

- 1.1. Bills Included allows you to simplify your Utility Bills by paying for all your Utilities for your Property in one monthly Bill payment.
- 1.2. Goodlord shall provide Bills Included in accordance with this Agreement.
- 1.3. Terms not defined in these Bills Terms, but defined in the EULA shall apply to these Bills Terms and shall have the same meaning herein as defined in the EULA.

### **2. Your Use**

- 2.1. You and the Property for which you are a Tenant with a Tenancy Agreement must meet Goodlord’s Eligibility Criteria to use Bills Included, which are set in Goodlord’s sole discretion and may be amended from time to time without notice to you.
- 2.2. You agree that by entering into this Agreement, you will be granting Goodlord full authority to contact Utility Companies to enable Goodlord to transfer and/or commence the Utilities as part of Bills Included. You also agree and confirm that by entering into this Agreement, you give Goodlord full authority to act on your behalf for the purposes of providing Bills Included administration, this does not apply to payments whereby Goodlord act on behalf of the supplier to enter into, agree and provide collection services.

### **3. Sign up**

- 3.1. To receive Bills Included you will need to create an acasa account and set up a new House or join an existing House as set out in the EULA. Where there is more than one person living in the Property, the first House Member will be solely responsible for the Bill and the House until all persons living in the Property have signed up as House Members and agreed to these Bills Included Terms, following which you shall be jointly and severally liable as House Members.

- 3.2. On sign up, the first House Member will need to send us a photograph of the then-current meter readings from the meter supplied by the Utility Company and confirm the date of the reading.
- 3.3. You agree that the Utility Bills will be in your name and you agree to provide such assistance and documentation as is required by a Utility Company.
- 3.4. When signing up to Bills Included, you agree that Goodlord has authorisation to switch Utility Companies to Goodlord's chosen supplier, subject to you being notified in writing 14 days prior to the switch.
- 3.5. You agree that Goodlord will automatically generate a signed letter of authority giving Goodlord the ability to set up, close down and manage all the Utility Bill accounts provided within Bills Included.

#### **4. Your Obligations**

- 4.1. You agree to make all Bill payments in accordance with the terms of this Agreement.
- 4.2. You agree that all House Members remain fully liable (jointly and severally) for the payment of the Utility Bill.
- 4.3. On a regular basis when requested by Goodlord (which you agree may be monthly), one of the House Members will send us a photograph of the then-current meter readings for your Property, confirming the date of the readings. If you don't provide the meter readings as required by this Agreement, the Utility Company for the Property may estimate a meter reading on your behalf
- 4.4. You agree that you cannot change Utility Company yourself at any time during your use of Bills Included.
- 4.5. You agree that you will provide access to the Property where reasonably requested by a Utility Company. If you miss an appointment or don't provide such access, we reserve the right to pass you any costs that we incur.
- 4.6. At the end of the Term, you have two calendar months to submit final meter readings to obtain your final Bill.

#### **5. Our Obligations to You**

- 5.1. Subject to clause 9, you recognise and agree that Goodlord is not the underlying supplier of the Utilities and accordingly we do not take responsibility for the continued provision of the Utilities to your Property. We solely administer the Utility Bills for and on behalf of House Members.
- 5.2. However, if the supply to your Property is interrupted and/or stopped by a Utility Company, we will liaise with the Utility Company on your behalf to understand the reason and to attempt to reinstate the supply with the Utility Company within a reasonable period of time.
- 5.3. You agree that we do not warrant that a Utility Company will remain part of Bills Included, and accordingly, if any Utility Company ceases to operate within Bills Included, we shall select another

Utility Company for the Property and provide you with written confirmation.

- 5.4. You acknowledge and agree that broadband and internet Utilities can take at least 14 days to set up, and depending on when you instruct us to set up the Utilities, this may be after your move-in date to the Property. In order to reduce the time frame your Property is without such Utilities, we will use our commercially reasonable endeavours to arrange temporary internet access for you.
- 5.5. During the Term, Goodlord will monitor your energy and water usage by asking for photos of, and readings for, your gas, electricity and water meters on a regular basis (which you agree may be monthly). If meter readings are not submitted on time, we reserve the right to issue Bills reflecting estimated usage.
- 5.6. At the end of the Term, we will endeavour to issue a final bill with the balance of all services provided within 120 days of term end.
- 5.7. If you wish to request a copy of a Utility Bill, you can contact us at [support@heyacasa.com](mailto:support@heyacasa.com). You understand that it is not always possible to provide copies of the original bills, but if you reasonably believe that all or part of a Utility Bill is incorrect, you may provide to us written evidence to dispute the bill and we shall use our reasonable endeavours to resolve the dispute with the Utility Company in question. You agree that until such dispute is resolved, you shall continue to pay the Bill in accordance with the terms of this Agreement.

## **6. Payment**

- 6.1. Bills Included shall be paid by you monthly in advance for the duration of the Term by direct debit through our payment provider, MangoPay, on the date specified when placing your order.
- 6.2. Your Bill shall be the amount which was quoted to you per calendar month provided that this amount shall be subject to change in accordance with the terms and conditions of this Agreement (including the subsequent provisions of this clause 6 and clause 8).
- 6.3. The first Bill payment will be due on the date you instruct us to provide Bills Included by placing your order and agreeing to these terms and conditions.
- 6.4. No refunds or discounts will be due to you for Bills Included other than pursuant to clause 6.4 or where Goodlord is otherwise required to do so by law (for example pursuant to any applicable UK Government energy price support scheme).
- 6.5. Where an appointment for an engineer is made to visit your property, you agree to give not less than 48 hours notice in writing to cancel your appointment. If less than 48 hours notice is given you acknowledge and agree to pay the missed appointment fee of £120.
- 6.6. You will be notified where a refund is due to you. You will need to claim this refund via your acasa account. If you do not claim this refund and withdraw it within 3 months it will be considered unclaimed. Any money left unclaimed for a period of 5 months from the date of first notification of the refund to you, will be considered abandoned and will not be claimable.
- 6.7. If, in accordance with the terms and conditions of the corresponding Utility Company, you exceed the

usage limit we will pass on any additional fees and costs to you.

## 7. Missed Payments

- 7.1. If you miss a Bill payment, you should contact us at 020 4579 1242 as soon as possible so that we can work with you to understand your payment options.
- 7.2. If you are late making a Bill payment by more than 30 days from the due date you will incur a late payment fee of £25 and in addition you shall pay accrued interest on all overdue Bills at a daily rate of 4% over the Bank of England's base rate commencing from the date the Bill payment was due.
- 7.3. If you miss a Bill payment and do not notify us before the payment has been missed, we reserve the right to terminate the relationship immediately and proceed with debt collection measures which could result in you incurring further charges.

## 8. Value Added Tax

- 8.1. All amounts payable pursuant to this Agreement are, unless expressly stated otherwise, expressed exclusive of applicable Value Added Tax ("VAT") which shall be payable by you in addition to the stated amounts.
- 8.2. The Utilities provided to you shall be treated, for VAT purposes only, as supplied both by the Utility Companies to Goodlord and by Goodlord to you in accordance with section 47 of the Value Added Tax Act 1994.

## 9. Term and Termination

- 9.1. This Agreement commences from the date the first House Member clicks to accept the Bills Included Terms for the House and will be for an initial term of 12 months, the fixed term commencing on: (i) the date that the first Utility Service is supplied to the Property as part of Bills Included; or (ii) if applicable, the start date of your tenancy for the Property, whichever is earlier (the "Initial Term"). All additional House Members who join a House shall join for the remaining duration of the Initial Term.
- 9.2. If all House Members agree, you may cancel this Agreement during the Initial Term on 30 days written notice to [support@heyacasa.com](mailto:support@heyacasa.com), but you will be obligated to pay a fee of £30 per fuel and a £200 processing charge for early termination (the "Early Termination Fee"). It is your responsibility to make sure you have consent from all House Members before providing the notice to cancel to us and we will not be responsible for any dispute resulting between any House Members. We reserve the right to contact House Members to confirm their agreement.
- 9.3. This Agreement will **automatically renew** following the end of the Initial Term for successive monthly periods on a rolling basis (each a "Renewal Term") on a new quoted price, unless one of the House Members provides us with prior confirmation to not renew the term or, where the term has renewed, provides 14 days written notice, from the date of renewal, of the intention to cancel the Agreement to [support@heyacasa.com](mailto:support@heyacasa.com). Together the Initial Term and Renewal Term/(s) are the "Term" of this Agreement.

- 9.4. During the Term, Goodlord agrees that it can transfer this Agreement to a different Property for all House Members together (subject to the Eligibility Criteria, the consent of all House Members and that all House Members move together to the new Property) so long as you provide us with 30 days written notice.
- 9.5. You have 14 days from the date you enter into this Agreement to cancel Bills Included (if you were the first House Member) and/or leave the House (if you were an additional House Member), without incurring the Early Termination Fee. If you wish to exercise this right, you should contact us in writing. You agree that you and your House Members will together remain liable for all costs of the Utility Company notwithstanding this cancellation.
- 9.6. Goodlord reserves the right to terminate your use of Bills Included if (a) you and the other House Members collectively fail to make payment of your Bill in full for 4 (four) weeks; (b) we do not receive a meter reading for 2 (two) consecutive months from a House Member; (c) you or any House Member is the subject of a bankruptcy order; (d) you or any House Member does not abide by the terms and conditions of this Agreement and/or (e) you or any House Member breaches the terms of supply of any Utility Company.
- 9.7. When your Bills Included service ends, whether by cancellation, termination or expiration, then: (a) you shall provide such assistance and documentation, including all meter readings, as required to terminate the account or transfer the account into the name of another person living at the Property; (b) all sums due to Utility Companies shall immediately become due and payable and you agree that this means that the fees for any unused term of a fixed term service agreement provided by a Utility Company shall immediately become due and payable; (c) all equipment provided to you by a Utility Company or Goodlord will be returned within 7 days of your service ending; and (d) all House Members are jointly and severally liable for all Utility Bills for the Property, including those that we receive notwithstanding cancellation or termination of Bills Included.
- 9.8. If a mesh wifi system was provided with your Broadband package we reserve the right to charge £125 + VAT if it is not returned within 14 days of the end of your Bills Included Service.

## **10. Your Move-out During the Term**

- 10.1. If, at any time during the Initial Term and/or a Renewal Term, you decide to move from the Property (and therefore leave the House) but other House Members at the property will remain, you must tell us the date of your move as soon as possible but in any event at least 30 days before the day you move.
- 10.2. It will be your responsibility to continue paying the Bill unless: (i) the other House Members agree with us to pay your portion of the Bill after you leave the House; or (ii) a replacement person agrees to enter into these Bills Included Terms, become a House Member and pay your portion of the Bill for the remainder of the Initial Term and/or Renewal Term after you leave the House. In either case, we reserve the right to email all of the House Members to confirm any changes.
- 10.3. If you and the other House Members cannot agree on what will happen to your portion of the Bill after you leave the House, you will continue to be responsible for the fees until any applicable exit fees are paid or the end of the Initial Term and/or current Renewal Term after which any remaining House

Members automatically accept to equally cover the portion of the fees of the House Member who has left.

## **11. Limitation of liability**

- 11.1. You agree that we, subject to clause 11.2, have no liability for any (a) error in a Bill as a result of an act or omission of you and/or any other House Member, a Utility Company and/or other third party; (b) failure by a Utility Company to supply services to the Property or any other act or omission of a Utility Company; (c) outage in the supply of the services by the Utility Company; and/or (d) any act or omission of any other House Member.
- 11.2. Nothing in this Agreement will, or is intended to, exclude any liability which cannot be excluded under applicable law.

## **12. Data Protection**

In addition to the provisions set out in the EULA, you agree that we can share your information and contact details with the Utility Companies for the purpose of providing Bills Included to you. Further information about our use of your personal data can be found in our privacy policy available at <https://www.helloacasa.com/support/privacy/>.

## **13. Miscellaneous**

- 13.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will 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 will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this Agreement.
- 13.2. You acknowledge and agree that you will use all reasonable endeavours to procure that any necessary third party will, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement
- 13.3. When signing up to Bills Included, your energy will be provided by The Student Energy Group Limited and TruEnergy, whom Goodlord act as an agent for. By continuing your order and agreeing to these terms you will be bound by The Student Energy Group and TruEnergy's terms and conditions which can be found as follows
  - 13.3.1. [TruEnergy Terms and Conditions](#)
  - 13.3.2. [The Student Energy Group Terms and Conditions](#)
  - 13.3.3. Your Tariff is also governed by the [Fair Usage Policy](#)
- 13.4. When signing up to Bills Included, your broadband supply will be delivered by Virgin Media and the Student Energy Group, both of whom Goodlord acts as an agent for. By placing your order and

agreeing to these terms you will be bound by Virgin Media's terms and conditions which can be found as follows.

13.4.1. [Virgin Media Terms and Conditions](#)

## 14. Contact

If you have any queries about Bills Included you can contact us at [support@heyacasa.com](mailto:support@heyacasa.com).

## 15. Definitions

Additional defined terms are set out below:

**"acasa"** means Oh Goodlord Limited, its affiliates, agents and subcontractors;

**"Bill"** means the monthly fee for Utilities that you pay us under Bills Included;

**"Eligibility Criteria"** means the verifications and requirements set by Goodlord in its sole discretion that both a House Member and a Property must meet in order for Goodlord to provide Bills Included, as updated by Goodlord from time to time;

**"Goodlord"** means Oh Goodlord Limited, its affiliates, agents and subcontractors;

**"House"** means the account set up in acasa for your Property whose details are entered into acasa;

**"House Members"** or **"you"** means the persons living in the Property who have joined the House by signing up to acasa and agreeing to this Agreement;

**"Property"** means a place of residence in the United Kingdom that you own and live in, or is intended to be, or is, rented by you;

**"Utilities"** means household amenities supplied to your property by Utility Companies as part of Bills Included such as, but not limited to, gas, electricity, internet and water;

**"Utility Bill"** means any sums due to Utility Companies by us or on our behalf;

**"Utility Companies"** means the companies providing Utilities to your Property from time to time and that are part of Bills Included, which Goodlord selects from time to time; and

**"We/us" means** Goodlord and/or acasa its affiliates, agents and subcontractors.