

BILLS INCLUDED SERVICE

These terms and conditions are additional terms (the “**Bills Terms**”) that set out how acasa 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 Terms and the EULA, the Bills Terms shall be the terms and conditions that apply.

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 in which you will live 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.

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 the Bills 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 Goodlord's name and you agree to provide such assistance and documentation as is required by a Utility Company to transfer the account into our name.
- 3.4. When signing up to Bills Included, you agree that Goodlord has authorisation to switch Utility Companies to Goodlord's chosen supplier.
- 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 even though a Utility Bill is in Goodlord's name, all House Members remain fully liable (jointly and severally) for the payment of the Utility Bill.
- 4.3. On a quarterly basis when requested by Goodlord, one of the House Members will send us a photograph of the then-current meter readings for your Property, confirming the date of the reading. If you don't provide the meter reading as required by this Agreement, the Utility Company for the Property may estimate your 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. If you move out of your Property and to a new address, you shall comply with all requirements of any affected Utility Company.

5. Our Obligations to You

- 5.1. You recognise and agree that Goodlord is not the supplier of the Utilities and accordingly we do not take responsibility for the provision of the Utilities to your Property. We solely administer the Utility Bills 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.
- 5.4. You acknowledge and agree that broadband, TV 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 endeavors to arrange temporary internet access for you.

- 5.5. During the Term, Goodlord will monitor your energy and water usages by asking for photos of, and readings for, your gas, electricity and water meters on a quarterly basis. If your Home's usage is higher than the price you are paying for energy and water, your Bill will increase to cover the cost of the Utility Company bills in accordance with our fair usage policy. If meter readings are not submitted quarterly on time, we reserve the right to immediately increase Bill payments, providing you with a minimum of 7 days notice before payment is taken through the payment method held within MangoPay.
- 5.6. At the end of the Term, you have two calendar months to submit final meter readings to obtain your final Bill.
- 5.7. Where the Bill you are charged is higher due to overuse of your Utilities (please refer to our Fair Usage Policy), we may provide you with a copy of a Utility Bill. If you wish to request a copy of a Utility Bill, please contact us at support@heyacasa.com. Please note 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, please provide to us written evidence to dispute the bill and we shall use our reasonable endeavors to resolve the dispute with the Utility Company in question. However, 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 Initial Term and any subsequent Renewal Terms through our payment provider, MangoPay, on the date specified when placing your order. The first 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.
- 6.2. When you sign up to Bills Included, you do so on the basis that the quote you have received is based on an estimate and is subject to change before you begin paying for Bills Included. Goodlord will have no liability to you for any errors in quoting.
- 6.3. You acknowledge and agree that Utility Bills may increase during the Term, not only as a result of higher usage by you than was estimated by Goodlord based on previous usage for the Property, but also due to changes to the rates of the Utility Companies, including but not limited to the impact of increases to the energy price cap. Any such additional costs will be passed on to you, provided we have provided you with at least 7 days notice, and charged in your monthly Bill.
- 6.4. You agree that in consideration of the provision of Bills Included, we shall add to each Bill, the Goodlord Fee.
- 6.5. No refunds will be due to you for Bills Included, other than where Goodlord is required to do so by law.

7. Missed Payments

- 7.1. If you miss a Bill payment, please contact us at 024 7542 4542 as soon as possible so that we can work with you to understand your 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 (plus VAT) 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 you, we reserve the right to revert the supply accounts for the Utilities into your name and/or to proceed with debt collection measures.

8. Fair Usage Policy

- 8.1. The amount of Utilities included within Bills Included offers a generous amount for your use at the Property and is calculated based on prior use at the Property and the current number of persons living within the Property (your "**Allowance**").
- 8.2. If you are sensible with your usage, it is unlikely that the Allowance you have been provided will be exceeded, as we have already accounted for unintended or unavoidable overuse as part of Bills Included. If you remain within the Allowance for your Property at all times, your Bill will not be changed as a result of your usage (although note that rate changes by Utility Companies may still affect your Bill, for example as a result of changes to the energy price cap).
- 8.3. In the event that you do exceed the Allowance limit, Goodlord reserves the right to apply a supplemental charge to your Bill to recover the monthly over usage amount on 7 days notice to you. The monthly charge will be rounded up to the nearest band in line with the overuse price bands set out below:

Overuse Price Bands

- Band A £100
- Band B £200
- Band C £350
- Band D £500
- Band E £750
- Band F £1,000+

9. Term and Termination

- 9.1. This Agreement commences from the date the first House Member clicks to accept the Bills Terms for

the House and will initially be for a 12 month 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, but please be aware that you will be contractually committed to pay the £25.00 per month for the months of the Initial Term that are remaining as well as a £25.00 (plus VAT) fee for early termination (the “**Early Termination Fee**”). It is your responsibility to make 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**”), unless one of the House Members provides us with 30 days written notice of your intention to cancel the Agreement to 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), at no additional charge to you outside the quoted amount for the different 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 2 (two) consecutive months; (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) for all Utility Company accounts that are in our name, 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; and (c) 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.

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 any other House Members at the property will not, then it is important that you 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 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 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 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.

12. Data Protection

- 12.1. 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.goodlord.co/privacy-policy>.

13. Contact

- 13.1. If you have any queries about Bills Included you can contact us at support@heyacasa.com.

14. Definitions

14.1. Additional defined terms are set out below:

“Bill” means the monthly fee that you pay us under Bills Included, which includes the Goodlord Fee;

“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;

“Goodlord Fee” means Goodlord’s management fee for the provision of Bills Included, which is included within the cost of each Bill;

“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 from Utility Companies for the Property; and

“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.