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Fused "Student" Terms and Conditions

Summary Page

As part of our commitment to do business in a clear, concise and transparent way we provide an overview of the key points of our service on the front of our terms and conditions. Our full terms and conditions are included below.

Product Summary

Fused "Student". The package price is fixed and Contracted for 9, 10, 11 or 12 months (subject to contract length stated on the Dashboard) and then the customer is contacted and given the opportunity to renew for another fixed period of time at a requested price.

This fixed monthly Cost is subject to an adjustment following any changes to the Energy Price Cap (clause 8.5).

Customers can choose their payment date within the month and where there are multiple residents within the Property, they are all joint and severally liable for the full package Cost.

Unlimited energy and water is included as standard within the fixed monthly package Cost (subject to clause 8.3).

Additional Charges may be raised at any time for early termination, broadband installation charges, missed payment charges, missed meter reading charges, extra broadband and media services.

Contract Information

Cooling-off Period	A customer can cancel the Contract without penalty within 14 days of the Package Start Date.
Termination Policy	Customers can terminate the package at any time however termination of the package will result in an Early Termination Charge.
Early Termination Charge	Any charges that a Supplier levies relating to the early termination of the Package for the provision of a utility to the Property and Our Early Termination Charge which is £100.00.



Contracted Period	The customer is contracted for the fixed period stated on the Package.
Services Information	
Energy	<p>Energy is offered as an unlimited service within the Package. This means that subject to Clause 8.6 (commercial usage of energy), One Utility Bill is responsible for the over/under usage of energy at the end of the Package. Therefore, no final statement will be provided for energy.</p> <p>The customer still must submit monthly meter readings to Us and failure to do so may result in an Additional Charge or termination of Our Services.</p>
Water	<p>Water is offered as an unlimited service within the Package. This means that subject to Clause 8.6 (commercial usage of water), One Utility Bill is responsible for the over/under usage of water at the end of the Package. Therefore, no final statement will be provided for water.</p> <p>The customer must still submit monthly meter readings to Us, where a water meter is present at the property and failure to do so may result in an Additional Charge or termination of Our Services.</p>
Broadband & Media	<p>All of Our partner broadband Suppliers offer products which are unlimited in their usage. When a customer signs up, they select their broadband and media services. If the customer requests additional services (directly to the Supplier or via Us) an Additional Charge will be raised.</p> <p>All Virgin Media Domestic services are ordered using the primary (or chosen) customer's name and Personal Details and the customer agrees to this as part of this agreement. Virgin Media may perform a credit check on the customer at the point of signup.</p> <p>All Virgin Media Business services are ordered using One Utility Bill Ltd as the account holder.</p>



Additional Charges (incl. VAT)

*For the latest charges, please see <https://fusedbills.co.uk/terms-charges>

Fused "Student" Full Terms and Conditions

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 You have chosen and how the Allowances apply.

2. Information About Us and How to Contact Us

- 2.1. We are One Utility Bill Limited trading as Fused, a company incorporated in England and Wales with company number 9534085 (referred to as "One Utility Bill", "OUB", "Fused", "Us", "We", 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 0191 622 0097 or by writing to Us by email support@fusedbills.co.uk
- 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 email to support@fusedbills.co.uk, or by pre-paid post to Fused Bills c/o 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.



- 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, they are defined in the Definitions section of this document.

3. Your Fused Package with Us

- 3.1. You will be referred to throughout these Terms as "You", "Your" and "Occupier(s)".
- 3.2. By requesting and receiving Our Services, entering your chosen payment method on the Online Dashboard or if You have given Your payment information over the phone, You accept these terms and conditions which form the Contract for Services between You and Us.
- 3.3. Our acceptance of Your Package 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.
- 3.4. Please ensure that You read these Terms carefully, and check that the details on the Package and/or Online Dashboard and in these Terms are complete and accurate, within 14 days of Us accepting your Package, after this time You will be bound by Contract with Us.

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.

- 3.5. If We are unable to accept your Package 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.
- 3.6. By entering into a Contract with Us, You are confirming that You have the Property owners permission to legally be residing in the Property that you have agreed a Package for.

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 Occupier(s) of the Property and to place the Package on behalf of the other Occupier(s).



- 4.2. If You are not the person submitting the Package, You agree that by supplying Us with the information that We ask You to provide You agree to be bound by the Package and the Terms.
- 4.3. We are entitled to refuse to accept or process Your Package, to adjust the Cost of Your Package, 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 or any company or trading style owned by One Utility Bill Ltd.
- 4.4. You agree to inform Us within 7 days of any material change within the Property via email to support@fusedbills.co.uk Where necessary, payments may be altered and backdated to reflect the material change. This will be confirmed with You in writing via email.
- 4.5. You agree to promptly provide Us with all necessary information to enable Us to provide and manage the Package as/when We request it. This includes, but is not limited to, other Occupier's contact information, utility meter information, Tenancy Agreement, proof of residence, and/or Letter of Authority. Failure to do so gives Us the right to refuse the Package.
- 4.6. Where more than one person is residing at the Property, 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.
- 4.7. In the event that any liable person leaves the Property 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 Occupiers who continue to occupy the property to ensure that the total amount paid is the amount stated in the Breakdown.
- 4.8. If any of these Terms conflict with any term of the Package, the Package will take priority to the extent necessary to resolve that inconsistency.

5. Changes to Package 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 30 days written notice of any changes to these Terms before they take effect.
- 5.3. You may make a change to the Package at any time up until the Start Date of the Package (unless otherwise agreed by Us) by contacting Us. Where this creates a change in the total price of the Package, We will notify You of the amended price in your Online Dashboard and/or via email. You will be charged the revised price from the date that the change was made.
- 5.4. If We have to make a material change to your Package We will inform You via email, and the updated Package will be available to see in Your Online Dashboard and/or via email. You will be charged the revised price from the date that the change was made.
- 5.5. If You wish to cancel a Package before it has been fulfilled, please see Your right to do so set out in Clause 12.

6. Providing Services

- 6.1. We will supply the Services to You from the Start Date of the Package for the Contracted Period unless early termination notice is given in line with Clause 12.2 unless these Terms are terminated in accordance with their provisions.
- 6.2. We will requote Your Package on the 12 month anniversary of Your Package Start Date. You agree to accepting Our revised Package but have the right to terminate this agreement where 30 days notice is given in line with Clause 12 unless these Terms are terminated in accordance with their provisions.
- 6.3. 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.
- 6.4. If You do not pay Us for the Services when You are supposed to as set out in Clause 8.10, We may attempt to recover the Costs owed to Us via any registered payment methods from time to time outside of Your requested payment date if these payments are past due. We may also suspend the Services with immediate effect until You have paid Us the outstanding amounts. This does not affect Our right to charge You interest under Clause 8.11 and a late payment fee of £25.00.



- 6.5. At the start of your Package electricity and/or gas will be supplied, or will be in the process of being supplied to Your Property by one of Our Preferred Suppliers on the tariff which We consider to be the most appropriate at Our absolute discretion.

However, this will not prevent You from changing to a different Supplier, 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.

- 6.6. If Your selected Services include Virgin Media then You agree to Us automatically opting Your Virgin Media service "Walled Garden" settings to 'opt out'. However, You can contact Us at any time to 'opt in' to Virgin Media's "Walled Garden".

"Walled Garden" is a child safe feature that prevents access to some websites/content that would be inappropriate for children.

- 6.7. If Your selected services include Virgin Media, access to MyVirginMedia portal is revoked. For any add-ons, upgrades, or one off subscriptions please contact our Customer Service team directly to order.

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 Your Package will be visible on Your Online Dashboard or by request to Us. The Cost assumes that:



- 8.1.1. the Suppliers have accepted Our transfer request for the provision of electricity and/or gas and broadband at the Property;
 - 8.1.2. the Suppliers commence the supply of electricity and/or gas and broadband at the Property from the Start Date specified in the Breakdown;
 - 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 Suppliers to supply to the Property and also includes Our Management Fee. You agree that We will retain the Management Fee for providing the Package as payment for Our Services.
- 8.3. Subject to Clause 5, the Cost of the Services will be fixed provided no material changes are made to the Package, as per Clause 5.3, 5.4, 8.4 & 8.5, and all payments to Us are made as requested and the Package was submitted before the Package Start Date.
- Your Package Contract is created with the information You have provided Us. Should We discover any material changes made by You, We may choose to make an amendment to the Contract and/or the pricing. As per clause 4.4.
- Should we discover that the Property has a larger number of bedrooms than Occupiers, we will increase the Cost of the package by such an amount as we deem necessary. We will provide 30-days notice before these changes are made.
- Your Package Cost is based on the agreed Contract Period. In the event of early termination by You or by Us, as referred to in clause 12.2, your Package Cost will be recalculated, based on the new Contract Period.
- 8.4. Suppliers may make material changes to the Cost of Services supplied to your Property. Should this happen, these changes may be applied to your Package with 30-days notice.
- 8.5. The monthly Cost of the Energy Services will be subject to an adjustment following any changes to the Energy Price Cap as published by OFGEM. This adjustment could be an increase or a decrease depending on whether your energy supply is on a standard variable tariff. We will provide 30-days notice before any changes are made.
- 8.6. In the unlikely event that We establish that there is commercial use of electricity, gas and/or water by the Occupier(s) of the property, We reserve the right to increase the Cost



as agreed in the Package by such an amount as is needed so as to increase payments to the Supplier. This will be at Our sole discretion and You will be notified of this via email.

- 8.7. If We have to increase the Cost that You pay in accordance with Clause 8.6 then You will be notified via email before Your payment method is charged, in accordance with Clause 8.10.

If We increase the Cost in accordance with Clause 8.6 then You shall be entitled to exercise the cancellation rights in Clause 12 or pay the Early Termination Charge.

- 8.8. The amounts stated in the Package include VAT. However, if the rate of VAT changes between the date of the Package and the date of delivery 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.
- 8.9. Each of the Occupiers in the Property agrees to pay Us the amounts stated in the Package on a monthly basis as is agreed and set out in the Online Dashboard. All payments are collected by Us via Your chosen payment method using the details provided as part of the Sign Up Process.
- 8.10. 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 Your chosen payment method You will make such payment by bank transfer, cheque or such other payment method when We notify You.
- 8.11. If You do not make any payment due to Us by the due date for the payment, We may charge You a £25.00 late payment fee for each missed payment, in addition to what is owed to Us. For the avoidance of doubt, this includes any charges We raise in addition to Your Package in accordance with these terms.

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.

- 8.12. As stated in Clause 9.3.1, Meter Readings are required monthly and when requested. In the event that We do not receive a Meter Reading for 3 or more consecutive months, We may charge You a £50 missing Meter Reading fee. We do also reserve the right to terminate Your Package with Us as outlined in Clause 13.3.3. In this event, any outstanding balance for other services will be due.



- 8.13. However, if You dispute an Additional Charge in good faith and contact Us within 14 days of receiving correspondence regarding the Additional Charge to raise said dispute, Clause 8.11 will not apply for the period of the good faith dispute.
- 8.14. Except for fees payable to Us for Our Services, or otherwise in accordance with these Terms, We will only make use of Your payments to pay Utility Bills for the Property.
- 8.15. Subject to Clause 8.16, monies paid in advance by You to Us shall be held on trust by Our directors of One Utility Bill Limited 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.
- 8.16. Notwithstanding Clause 8.15, We have the right at any time to withhold, set-off 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 and charging any chosen payment method registered to the Package.
- 8.17. You agree that if We collect a different amount from Your chosen payment method to that on the Package for Your monthly payment You will settle any amount owed to Us at Our request within 14 days. Failure to do so will be considered a missed payment, as per Clause 8.11, and We reserve the right to act in accordance with these terms in such a case.
- 8.18. We are rewarding Customers that renew with an Incentive. The Incentive is a discount against the total property quote of their renewed Package. The discount is shared evenly between Occupants. This discount is greater the longer you have been a Customer with Us.
- 8.18.1. The Incentive is a discount against the full price of a renewed Package - no other promotions or discounts are permissible, except at the sole discretion of Fused. The discount itself is at the sole discretion of Fused.
- 8.18.2. The Incentive is valid for packages that renew between 1 April 2022 and 30 September 2022.



- 8.18.3. If you have been a Customer of One Utility Bill and have had a previous Package or Package(s) that equate to more than 364 days in length, then you are eligible for a discount as follows:
 - 8.18.3.1. 1% discount - for Customers with package length 364 - 728 days
 - 8.18.3.2. 2% discount - for Customers with package length 729 - 1092 days
 - 8.18.3.3. 3% discount - for Customers with package length of more than 1093 days
- 8.18.4. The discount is pro-rated for customers who have had a package length of 364+ days. For example, if a package is only 10 months, a Customer will receive a discount of the monthly package value x 10 x discounted amount.
- 8.18.5. In the event of a cancellation, the discount will be pro-rated for the package length.
- 8.18.6. Customers on one package may move on to different properties and all can still benefit from the Incentive; i.e. even if they take up new and different Packages.
- 8.18.7. Customers must use the same email address when moving from one Package or property to another. However, any changes to this will be at the discretion of Fused.
- 8.18.8. Customers must have had a package moved to Validate Stage, as per Our internal systems, within the above date ranges to be eligible for the Incentive at the time.
- 8.18.9. We will apply the relevant discount against the total cost of the Package and this will be reflected with a reduction of the monthly bills of every person stated on the package.
- 8.18.10. Limited time offer. All eligible Packages confirmed for any of Our Incentive brackets from 4 April 2022 until 29 April 2022, will receive a 3% package discount as a limited time offer.
- 8.18.11. The Incentive is open to residents of the United Kingdom aged 18 years or over except employees of One Utility Bill and their close relatives and anyone otherwise connected with the organisation of the Incentive.
- 8.18.12. One Utility Bill reserves the right to cancel or amend the Incentive and these terms and conditions without notice. Any changes to this offer will be notified to participants as soon as possible by Us.
- 8.18.13. The Incentive is as stated and no cash or other alternatives will be offered. The Incentives are not transferable.
- 8.18.14. Our decision in respect of all matters to do with the Incentive will be final and no correspondence will be entered into.



- 8.18.15. By accepting this Incentive, an entrant is indicating their agreement to be bound by these terms and conditions.
- 8.18.16. The Incentive and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.
- 8.18.17. Entrants are providing their information to One Utility Bill and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at <https://oneutilitybill.co/privacy>.

9. Your Obligations to Us

9.1. You confirm that:

- 9.1.1. You have obtained the agreement from the landlord of the Property, or its agent, where necessary, that We will organise the provision of the utility Services to the Property in place of any current utility Suppliers for the length of the Contracted Period;
- 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 Supplier or party relating to the provision of utilities to the Property without informing Us.
- 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 pre-payment meter fitted in the Property. If there is then We reserve the right to cancel Your Package or make amendments to your Package as required.

9.2. You agree that:

- 9.2.1. We are entitled to act on Your behalf to provide the Services to the Property and to arrange for the utilities specified in the Package to be supplied to the Property.



- 9.2.2. We are authorised to receive all accounts and statements from the utility Suppliers who We arrange to supply utilities to the Property 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 (where required) and generally representing Your interests in connection with the Services which We supply.
- 9.2.3. You agree to promptly provide Us with all necessary information to enable Us to act on Your behalf and to provide and manage the Package as/when We request it. This includes, but is not limited to, other Occupier's contact information, utility meter information, Tenancy Agreement, proof of residence, and/or Letter of Authority.
- 9.2.4. We will be unable to provide original versions, copies or redacted copies of statements or bills from any Supplier that Supplies utilities to the Property upon request.

9.3. You will:

- 9.3.1. carry out meter readings in respect of each of the utilities, where applicable. You will provide Opening Meter Readings, Meter Readings on a monthly basis during the period that We supply the Services to the Property and Closing Meter Readings.
- 9.3.2. comply with the terms and conditions of the agreements with the utility Suppliers who supply utilities to the Property, 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. keep all equipment such as meters or broadband routers which are used to provide the utilities at the Property in good condition and will not damage or dispose of the same and return these to Us if requested.
- 9.3.4. return the equipment referred to in clause 9.3.3. upon request and 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, if the equipment is not returned when requested. A copy of these terms and conditions can be provided upon request.



9.3.5. 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, Broadband Router Deliveries and Media Installations.

9.3.6. be liable to pay all charges relating to any additional services that You request via Us or directly with Our Preferred Suppliers.

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 100% (one hundred percent) of the total amount paid by You for all Services to One Utility Bill Ltd 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 electricity, gas, 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, lockouts 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, pandemic 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 continues for more than 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 a Package, 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 Package for Services at any time before the Start Date of the Package or within 14 calendar days of your Package Start Date by contacting Us. We will confirm Your cancellation in writing to You.
- 12.1.2. If you cancel a Package 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 a Package for Services under clause 12.1.1 and We have already started work on your Package You will pay Us any Costs We reasonably incurred in starting to fulfil the Package 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 a Package 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 Suppliers for utilities or Services received by the Occupiers of the Property.

- 12.2. You are Contracted for the Contract Period and may terminate this agreement at any time but will have to pay the Early Termination Fee.

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 be responsible for finding an alternative Supplier of utilities (if required) and to open accounts and transfer to Your new utility Suppliers in a timely manner, so as to avoid any period of "cut-off" from supply. You will also pay Us an Early Termination Fee for the Contract if You cancel the Contract early and do not follow the termination policy.

This Early Termination Fee will be raised as an Additional Charge to You and is required to be paid within 14 calendar days of the cancellation request.

Please consult the Preferred Supplier's terms and conditions prior to switching as the utility Suppliers may also be entitled to charge You an Early Termination Charge under Your agreement with the Supplier.



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 a Package for Services before the Services start:
- 13.1.1. We may have to cancel a Package 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. We may cancel a Package if We do not receive information that We request from You, as per clause 4.5, or we suspect information provided during the Sign Up process is incorrect or inaccurate.
 - 13.1.3. If We have to cancel a Package 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.
 - 13.1.4. Where We have already started work on your Package 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 at our discretion. We will inform You should We need to take this action. 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 8.9. This does not affect Our right to charge You interest under Clause 8.11; 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.
 - 13.3.3. You do not provide Us with Meter Readings for 3 or more consecutive months, as stated in Clause 9.3.1. This does not affect Our right to charge You for not providing Meter Readings under Clause 8.12.
- 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 Suppliers 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 Property 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 Suppliers and obtain final accounts from them relating to the utilities provided to the Property, including any termination fees payable.
- 14.2. As Your Package includes an Unlimited Energy product, no final statement for Your energy usage will be provided but any additional charges will be detailed to You.
- 14.3. If We need to raise charges to You, as per, but not limited to, Clauses 8.11, 8.12, 9.3.5 & 9.3.6 or an Early Termination Charge, we will invoice you for these charges.



- 14.4. Assuming You have fulfilled Your obligations under this Contract fully and no Additional Charges are due to Us, as per Clause 14.3, no monies will be due to Us at the end of the Contract.
- 14.5. Upon expiration 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 8.10 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.
- 14.6. Upon expiration or termination We are unable to transfer any or all of the Services into the responsibility of You and We will cancel all outstanding Contracts with Our Preferred Suppliers.

15. How We May Use Your Personal Information

- 15.1. We will use the Personal Information You provide to Us in accordance with the General Data Protection Regulation 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 utility Suppliers of Your identity (including disclosure to the Preferred Supplier as described in Clause 6.5) and to enter into Contracts with utility companies;
 - 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; and
 - 15.1.6. provide a third party debt recovery agency with the ability to contact You and arrange settlement of any amount due in the event of non payment or outstanding additional charges.



- 15.2. You agree that We, on behalf of Our Preferred 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 utility and broadband and media (including TV licensing company and TV package Suppliers) Suppliers including for the purpose of:
 - 15.3.1. registering the electricity and gas meters at the property in Your name with the Preferred Supplier, providing electricity and gas 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 Supplier;
 - 15.3.3. registering You with the incumbent water Supplier to the Property.
- 15.4. The water Supplier may contact You in Package 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 (or other utility and broadband Supplier for the Property) 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 General Data Protection Regulation (and successor legislation) and will handle Your personal data in the manner set out in both Our's 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 Fused c/o One Utility Bill Limited, First Floor, 5 Media Exchange, Coquet Street, Newcastle, NE1 2QB or 0191 622 0097 or data@oneutilitybill.co or contact the 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 it's Terms. However, You may be subject to separate contractual obligations to Your utility Suppliers.
- 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.

Definitions

"Additional Charge(s)" - A charge to You that is extra to the fixed monthly payment and not included in Your monthly payments. We may charge Your chosen payment method at any time for these charges but will always give written notice of doing so.

"Allowance(s)" - Our estimation of the utility usage at the Property, typically presented as an annual figure. This estimation is the basis for all quotes and pricing and actual usage is measured against this estimation.

"Breakdown" - The details of the Services which We offer to supply to You as provided to You during the Sign Up Process, otherwise known as the Package and can be seen on the Online Dashboard.



"Contract / Contracted" - The legally binding document between You and Us that defines and governs the rights and duties of both parties to an agreement.

"Contract Period / Contracted Period" - The period of time stated on the Package that You have requested One Utility Bill to provide Services to You.

"Cost(s)" - This is the total amount payable for the Services included within Your Package, for the duration of Your Package. Any amendments to Your Package can cause this Cost to change.

"Closing Meter Reading" - A Meter Reading taken within 10 days, either side of the date that Your Package ends.

"Early Termination Charge" - Any charges that a utility Supplier levies relating to the early termination of the contract for the provision of a utility to the Property and Our cancellation fee which is £100.00.

"End Date" - The date that the Package has been requested or set to end on.

"Event Outside Our Control" - Is defined in clause 11.2.

"Energy Price Cap" - The price cap was introduced in January 2019 and is updated from time to time and tracks wholesale energy and other costs. It stops energy companies from making excessive profits, ensuring customers pay no more than a fair price for their energy. The Energy Price Cap allows energy companies to pass on all reasonable costs to customers, including increases in the cost of buying gas and electricity.

"Incentive" - This refers to the offer set out in Clause 8.18.3 and includes all other Clauses under clause 8.18.

"Letter of Authority" - This is a document that states that You authorise Us to act on Your behalf regarding the set up and management of accounts with the Supplier(s).

"Management Fee" - A fee payable to Us for managing the Utility Bills and Services on Your behalf to Your Property, offering convenience to the Occupier(s).

"Meter Reading(s)" - This is the figure displayed on Your meter, relating to the energy or water consumption at the Property.



"Opening Meter Reading" - A Meter Reading taken within 10 days either side of the date that Your Package begins.

"Occupier(s)" - The person or persons residing in the Property, either as the owner(s) or as the tenant(s).

"Online Dashboard" - The online portal where You can sign up, make changes, view payment history, submit Meter Readings and set up payment for Your One Utility Bill Package, which can be found at: <https://app.oneutilitybill.co/login>

"OFGEM" - The Office of Gas and Electricity Markets is the government regulator for the electricity and downstream natural gas markets in the United Kingdom, It has statutory powers to set the Energy Price Cap.

"Package" - Your Package for the Services and Contract Period, which You place when completing the Sign Up Process.

"Personal Details" - Name, date of birth, email address, phone number, IP address.

"Preferred Supplier(s)" - Our chosen Suppliers for the utilities to Your Property.

"Property" - The property described in the Package and in relation to which We will provide the Services.

"Services" - The household Utility Bill organisation and payment plan Services that We are providing to You as set out in the Breakdown (alternatively known as your One Utility Bill Package).

"Sign Up Process" - The procedure which You follow to create an account for Your Property and each Occupier in the Property to enable You to receive the Services from Us.

"Start Date" - The date that the Package has been requested to begin from and for our Service to commence.

"Supplier(s)" - The organisations that provide the utilities to Your Property, such as electricity, gas, water, TV licence, broadband and/or media.

"Tenancy" - The agreement under which you are entitled to occupy the Property, where applicable.



"Unlimited Energy Fee" - A fee payable to the Us for taking financial responsibility for any over/under consumption of utilities at the Property, offering simplicity and peace of mind to the tenants.

"Terms" - The terms and conditions set out in this document.

"Utility Bills" - Any electricity, gas, water, TV licence, broadband and/or media charges relating to Your Property and/or Package.

"Validate Stage" - Validate Stage refers to an internal step within our operational system. It is where We ensure all information is present to successfully manage a Package.

"We / Our / Us" - One Utility Bill Limited t/a One Utility Bill , company number 9534085 whose registered office is at 5 Media Exchange, Coquet Street, Newcastle upon Tyne, NE1 2QB.

"You / Your" - The person or persons who occupy the Property and who complete the Sign Up Process.