

BACKGROUND

STB has agreed to provide, and the Client has agreed to take and pay for, the Consolidated Services, subject to the terms and conditions of this agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Acceptance Date: has the meaning given to it in Schedule 1 or such later date as STB notifies the Client in writing as being the commencement date for the provision of the Utilities.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Change Control Procedure: the procedures set out in clause 7.

Client Data: any information that is provided by the Client to STB as part of the Client's use of the Consolidated Services, including any information derived from such information.

Client Personal Data: any Personal Data comprised in the Client Data.

Client Site(s): the premises owned and/or managed by the Client at which it is to receive the Consolidated Services as listed in column A of Schedule 1 and as may be varied from time to time in accordance with clause 9.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its **Representatives**) to the other party and that party's Representatives in connection with this agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Consolidated Services: the negotiation, delivery and management of the Utilities to be performed by STB in accordance with this agreement.

Data Controller: has the meaning given to that term in the Data Protection Act 1998.

Data Processor: has the meaning given to that term in the Data Protection Act 1998.

Effective Date: the date of this agreement.

Equipment: any equipment located or to be located at a Client Site but controlled or to be controlled exclusively by STB as part of the Consolidated Services.

Fees: the fees payable to STB, as set out in each Payment Plan, as may be varied from time to time in accordance with clause 9.

Gas and/or Electric: any gas and/or electricity Utilities to be supplied to a Client Site by a Utility Provider which form part of the Consolidated Services.

Initial Term: 12 Months from the later of the Effective Date or the earliest Acceptance Date specified in Schedule 1.

Intellectual Property Rights: any and all intellectual property rights of any nature, whether registered, registrable or otherwise, including trademarks, registered domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, rights in databases, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, marketing methods and procedures and advertising literature, that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

Payment Plan: a payment plan for the provision of the Consolidated Services for each Client Site for each Term comprising an estimate of the Utility Charges at such Client Site for the duration of the corresponding Term.

Personal Data: has the meaning given to that term in the Data Protection Act 1998.

Services: the Set-up Service and the Consolidated Services.

Set-up Service: the due diligence, configuration and related work to be performed by STB in order to establish a Payment Plan for the Consolidated Services.

Term: the duration of the Initial Term or the duration of each Extended Term (as the case may be).

Utilities: the utility services specified in Schedule 1, as varied from time to time in accordance with clause 9, that the Client has requested STB to arrange with Utility Providers under the terms of this agreement.

Utility Charges: the amounts payable to the Utility Providers for the Utilities and to the extent that these are known or agreed prior to the date of this agreement.

Utility Providers: such third party utility providers as STB appoints from time to time to provide the Utilities.

1.2 Clause and schedule headings shall not affect the interpretation of this agreement.

1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to **writing** or **written** includes faxes and e-mail.

1.9 Any phrase introduced by the words **including**, or **includes**, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.

1.10 References to clauses and schedules are to the clauses and schedules of this agreement.

1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

1.12 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

2. OBLIGATIONS OF SPLIT THE BILLS

2.1 Throughout the term of this agreement, STB shall be responsible for requesting from the Client all information required by STB for the purposes of establishing, setting-up and providing the Services hereunder and STB shall do so in sufficient detail to enable the Client to supply all such information to STB, so far as it is available to the Client. STB shall review all such information supplied by the Client to STB promptly on receipt and shall promptly following receipt notify the Client of any further information reasonably required by STB.

2.2 STB shall with effect from the Effective Date perform the Set-up Services and produce a Payment Plan for the Initial Term.

2.3 STB will arrange the provision of each of the Utilities at the Client Sites from the corresponding Acceptance Date as set out in Schedule 1 on the terms of this agreement.

2.4 STB warrants that the Consolidated Services will be performed with all reasonable skill and care and that otherwise in accordance with the terms and conditions of this agreement.

2.5 The warranty in clause 2.4 shall not apply to the extent of any non-conformance that is caused by use of the Consolidated Services contrary to STB's instructions.

2.6 If the Consolidated Services, or any part thereof, do not conform with the warranty in clause 2.4, STB will, at its own expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the warranty in clause 2.4.

2.7 Notwithstanding the foregoing, STB does not warrant that the provision of the Consolidated Services, or any part thereof, including any Utilities, will be uninterrupted or error-free.

3. OBLIGATIONS OF THE CLIENT

3.1 The Client acknowledges and agrees that it shall remain responsible for the payment of all utility charges in respect of any utilities supplies to the Client Sites until the Acceptance Date.

3.2 The Client shall remain responsible for the use of the Utilities under its control, including any use by third parties (whether fraudulent or invited by the Client).

3.3 The Client shall not for the duration of this agreement appoint another person, firm or company to provide the Services or any part thereof for any of the Client Sites (including, for the avoidance of doubt, changing any of the Utilities to a provider other than that which has been arranged by STB on behalf of the Client without prior notice to STB in accordance with clause 9 below).

- 3.4 The Client agrees that STB may, in its absolute discretion, include its own name as a party to any agreement between the Client and a Utility Provider where necessary to enable STB to perform the Services **PROVIDED ALWAYS THAT** the Client shall indemnify STB and hold STB harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by STB arising out of or in connection with us contracting directly with the Utility Provider(s) on the Client's behalf in respect of any of the Services.
- 3.5
- 3.6 The client shall grant full authority to STB to act on the Client's behalf with effect from the Effective Date for the purposes of providing the Services including (but not limited to) the authority to: enter into agreements with Utility Providers in the Client's name; receive the Client's bills and other related documentation issued by any Utility Providers for the Client Sites; contact Utility Providers to discuss the Client's accounts in relation to the Client Sites without restriction; vary the provision of the Utilities; handle payment for the Utilities; and/or terminate agreements with Utility Providers.
- 3.7 The Client shall for the duration of this agreement:
- (a) establish and maintain with its bankers a direct debit instruction in favour of STB (to such bank account as STB shall notify to the Client in writing from time to time) for the payment of all sums and charges which are or become due and payable under this agreement;
 - (b) cooperate with STB, its agents and employees in relation to this agreement and the delivery and performance of the Services;
 - (c) provide to STB, its agents and employees:
 - (i) all necessary access to any Client Sites as may be reasonably required by STB from time to time;
 - (ii) meter readings in respect of each of the Utilities at each Client Site:
 - within 5 days of the Effective Date;
 - on the Acceptance Date;
 - every six months during the term of this agreement;
 - within 14 days of the date of either termination of this agreement for whatever reason or this agreement ceasing to apply to any Client Site; and
 - at such other times as STB reasonably requests in writing from time to time; and
 - (iii) the Client Data together with any amendments to the Client Data from time to time;
 - (d) keep the Equipment in good condition until returned to STB and not dispose of or use the Equipment other than in accordance with STB's written instructions or authorisations from time to time;
 - (e) comply with all applicable laws and regulations with respect to its activities under this agreement; and
 - (f) carry out all other Client responsibilities set out in this agreement or in any of the schedules in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, STB may adjust any timetable or delivery schedule set out in this agreement as reasonably necessary.
- 3.8 If the Client fails to provide STB with any of the information as requested pursuant to clause 3.9(c), or if the Client provides STB with incomplete, incorrect or inaccurate information, STB may terminate this agreement by giving the Client written notice, or it may make an additional charge of a reasonable sum to cover any extra work that is required in order to obtain the information itself. STB shall not be liable for any delay or non-performance of any of the Services where the Client is in breach or default of clause 3.9(c).
- 3.9 If the Client fails to provide STB with actual meter readings in accordance with clause 3.9(c)(ii), the Client acknowledges and expressly agrees that STB may calculate and provide to any Utility Provider an estimated reading.
- 3.10 If the Client fails to provide STB with an actual meter reading within 14 days of either termination of this agreement for whatever reason or the date of this agreement ceasing to apply to a Client Site(s) for whatever reason, STB shall provide to the relevant Utility Provider an estimated reading and proceed to prepare a Final Statement in respect of such Client Site(s) in accordance with clause 9 below. If, following receipt of the Final Statement, an actual meter reading is subsequently obtained (either by the Client or a third party) the Client shall be responsible for providing such meter reading to the Utility Provider directly and the Client shall be responsible for paying directly to the Utility Provider any final balance that may then be owed to such Utility Provider as a result of such actual meter reading.

- 3.11 The Client warrants that it has obtained all necessary consents and permissions for STB to perform the Services on the Client's behalf, including (but not limited to) permission from any landlord and/or tenants of any Client Sites.
- 3.12 The Client acknowledges and agrees that STB is only providing the Client with management services for the payment of Utilities at the Client Site(s) and as such all contractual obligations and liabilities owed by the Client to such Utility Providers remain obligations and liabilities of the Client to perform and/or discharge as appropriate, and all contractual or service obligations owed by the Utility Providers to the Client (including, for the avoidance of doubt, any technical assistance, customer support or repairs that may be sought or required by the Client) remain obligations and liabilities of the Utility Providers to perform and/or discharge as appropriate. The Client warrants to STB that it will comply with the terms of all agreements with each Utility Provider, together with such reasonable instructions, protocols and standards issued by such Utility Provider from time to time in connection with the Utilities, at each of the Client Sites.
- 3.13 The Client shall indemnify STB and hold STB harmless against all reasonable costs, charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from any breach by the Client of this clause 3 and STB reserves the right from time to time to pass on to the Client any charges levied against STB by any Utility Provider in respect of any Utilities at the Client Sites.
- 3.14 This clause 3 shall survive termination of this agreement.

4. CLIENT DATA

- 4.1 The Client shall be the Data Controller, and the parties hereby acknowledge that STB will be acting as Data Processor in respect of all data processing activities in relation to Client Data that STB carries out under this agreement.
- 4.2 STB undertakes to the Client that:
- (a) it shall process the Client Personal Data in such a manner as is reasonably necessary to supply the Consolidated Services in accordance with this agreement or as is required by any applicable law;
 - (b) in respect of Client Personal Data which is in the possession or under the control of STB, it shall implement the technical and organisational measures to protect this Client Personal Data against unauthorised or unlawful processing and accidental loss, destruction, alteration or disclosure;
 - (c) it shall not transfer Client Personal Data outside the European Economic Area without the prior written consent of the Client; and
 - (d) it shall use reasonable endeavours to assist the Client with any subject access request that the Client receives relating to Client Personal Data processed by STB under this agreement.
- 4.3 The Client acknowledges that STB will perform a credit and identity check of the Client with a credit reference agency prior to the Acceptance Date and that such checks may leave a soft footprint on the Client's credit report. The Client expressly consents to STB performing such a credit and identity check.
- 4.4 In the event STB performs a credit and identity check in accordance with clause 3.3 above, and the results of either the credit and/or identity check are unsatisfactory to STB, STB shall be entitled to charge the Client the equivalent of 1 month's Utility Charges per Client Site as specified in the Payment Plan by way of a deposit payable by the Client to STB no more than 14 days prior to the Acceptance Date. Any deposit paid by the Client shall be held by STB until termination of this agreement at which point it shall be included by STB as a credit to any Final Statement.

5. CHARGES AND PAYMENT

- 5.1 The Client shall pay any aggregate Fees specified in Schedule 1 for the Set-up Services on the Effective Date and the monthly Fees set out in the Payment Plan for the Consolidated Services during the Initial Term in accordance with the Payment Plan.
- 5.2 All amounts and Fees stated or referred to in this agreement are exclusive of value added tax, which shall be added to STB's invoice(s) at the appropriate rate.
- 5.3 If the Client fails to make any payment due to STB under this agreement by the due date for payment, then, without limiting STB's remedies under clause 10, the Client shall (a) forfeit any discounts, reductions, special offers, incentives, cashback, prizes or bonuses payable by STB to the Client for any reason whatsoever; and (b) be liable to STB for the late payment fee of £40 in respect of each client site.
- 5.4 The Fees for each Extended Term shall be determined in accordance with clauses 5.5, 5.6 and 5.7.

- 5.5 Not less than 60 days prior to the end of the Initial Term and each Extended Term STB shall submit to the Client a Payment Plan for the Consolidated Services to be provided for the next following Term.
- 5.6 If, following receipt of the Payment Plan referred to at 4.5 above, the Client requests a change to the scope of the Consolidated Services to be provided during the course of the next following Term, STB shall provide a revised Payment Plan (**Revised Plan**) to the Client showing:
- (a) the likely time required to implement the change;
 - (b) any variations to the Fees arising from the change; and
- any other impact of the change on the terms of this agreement.
- 5.7 If the Client does not request a change to the scope of the Consolidated Services to be provided during the course of the next following Term, within 30 days of receipt of either a Payment Plan in accordance with clause 5.5, or within 30 days of receipt of a Revised Plan in accordance with clause 5.6, the Payment Plan or Revised Plan (as may be applicable) submitted to the Client in accordance with clause 5.5 or 5.6 above shall automatically come into effect on the commencement of the next Term in accordance with clause 9.1 and an Extended Term shall apply to such Payment Plan or Revised Plan. For the avoidance of doubt, where a Revised Plan comes into effect on the commencement of the next Term, that Revised Plan shall, for the purposes of this agreement thereafter be the Payment Plan.
- 5.8 If the Client does not wish to accept either the Payment Plan or any Revised Plan it may terminate this agreement in accordance with clause 9.1.

6. BONUS PAYMENT

- 6.1 In consideration of the Client providing Client Sites, STB shall pay the Client a bonus payment (**Bonus**) of £25.00 per Fuel (gas and electricity each being a separate fuel) per Client Site where any Client Site receives a STB fuel service.
- 6.2 STB will issue a Self Billing Invoice to the Client on or soon after 15th of the month following which fuels come on supply. The Client will be required to sign a Self Billing agreement. The Self Billing Invoice issued by STB shall be conclusive evidence (in the absence of manifest error) of the amount of Bonus payable to the Client.
- 6.3 STB will pay the Client the Bonus due under this agreement on or before the last day of the month STB issued the Self Billing Invoice. All Bonus payments shall be paid by BACS to the bank account nominated by the Client from time to time.
- 6.4 In the event of any genuine and material dispute between STB and the Client as to the amount of Bonus payable, STB shall be entitled to withhold any part of the Bonus which are in dispute until such dispute is resolved.
- 6.5 In order that STB may verify the Bonus, the Client shall provide all such information as STB may from time to time reasonably request relating to the supply of energy to Client Sites.

7. CHANGE CONTROL DURING A TERM

- 7.1 Subject to clause 7.4, if the Client wishes to change the scope of the Consolidated Services (including Client requests for additional services or for the addition and/or removal of any Client Site), it shall submit details of the requested change to STB in writing at least 30 days prior to the proposed change taking effect.
- 7.2 If the Client requests a change to the scope of the Services in accordance with clause 7.1, STB shall, within a reasonable time, provide a written estimate to the Client of:
- (a) the likely time required to implement the change;
 - (b) any variations to the Fees arising from the change; and
 - (c) any other impact of the change on the terms of this agreement.

If the Client wishes STB to proceed with the change, STB has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges and any other relevant terms of this agreement to take account of the change.

- 7.3 If the Client wishes to cancel any of the Consolidated Services at any of the Client Sites STB may charge the Client the cancellation fees as specified in Schedule 2.

- 7.4 The Client acknowledges and agrees that Gas and/or Electric cannot be cancelled during the Term, and the supplier of Gas and/or Electric arranged by STB in respect of each Client Site cannot be changed during the Term, unless (a) the Client removes the Client Site from the provision of the Services pursuant to the terms of this agreement; and (b) the Client pays to STB the corresponding cancellation fee specified in Schedule 2.
- 7.5 Where the Client does cancel Gas and/or Electric in respect of a Client Site(s) during the Term, or changes the supplier of such Gas and/or Electric in respect of a Client Site(s) during the Term, the Client shall continue to be liable to make payment to STB of all Gas and/or Electric Utility Charges in respect of each Client Site until the earlier of;
- (a) the date that the Client notifies STB in writing (and provides evidence thereof) that the Gas and/or Electric for a Client Site has been or will be transferred to a different supplier;
 - (b) provide written evidence to STB that the Client has sold or otherwise disposed of a Client Site;
 - (c) a third party notifying STB that it has acquired or moved into a Client Site.
- 7.6 If STB requests a change to the scope of the Services the Client shall not unreasonably withhold or delay consent to it. The Client further acknowledges and agrees that a Utility Provider may seek to increase its Utility Charges during the course of a Payment Plan and that STB may, as a result, vary the Payment Plan to reflect any changes in the Utility Charges.

8. CONFIDENTIALITY

- 8.1 The provisions of this clause shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (d) was known to the receiving party before the information was disclosed to it by the disclosing party; or
 - (e) the parties agree in writing is not confidential or may be disclosed.
- 8.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement; or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 8.3 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 8.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 8.4 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 8.5 The provisions of this clause 8 shall continue to apply after termination of this agreement.

9. LIMITATION OF LIABILITY

- 9.1 This clause 9 sets out the entire financial liability of STB (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Client in respect of:
- (a) any breach of this agreement;
 - (b) any use made by the Client of the Consolidated Services; and
 - (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 9.2 Except as expressly and specifically provided in this agreement:
- (a) STB shall have no liability for any damage caused by errors or omissions in any information or instructions provided to STB by the Client, or any actions taken by STB at the Client's direction; and

(b) all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

9.3 Nothing in this agreement excludes or limits the liability of STB for:

- (a) death or personal injury caused by STB's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot lawfully be excluded or limited.

9.4 Subject to clause 9.3:

- (a) STB shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising; and
- (b) STB's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the Fees paid during the 12 months preceding the date on which the claim arose.

10. TERM AND TERMINATION

10.1 This agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 10, this agreement shall continue in force for the Initial Term and shall automatically extend for successive 12-month periods (**Extended Term**) at the expiry of the Initial Term and at the expiry of each subsequent Extended Term. Either party may give written notice to the other party, not later than 45 days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

10.2 Without prejudice to any rights that the parties have accrued under this agreement or any of their respective remedies, obligations or liabilities, and subject to clause 7, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 60 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any material term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (e) an order is made, for or in connection with the winding up of that other party;
- (f) an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(c) to clause 10.2(i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.3 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

10.4 Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

11. EVENTS FOLLOWING TERMINATION

11.1 On termination of this agreement for any reason:

- (a) STB shall immediately cease provision of the Consolidated Services, save for any Gas and/or Electric, which the Client will continue to be responsible to STB for until the expiry of the relevant Term;
- (b) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party; and
- (c) STB shall obtain a final invoice of the Utility Charges from each Utility Provider which will show any outstanding charges due and payable to any such Utility Provider in respect of each Client Site (save in respect of any Gas and/or Electric which is to continue) together with any early cancellation fees or other administrative fees which a Utility Provider may seek to charge and STB shall submit a consolidated statement of all such invoices to the Client within 6 weeks of receiving such invoices from the relevant Utility Providers (**Final Statement**).

11.2 Where the Final Statement shows that:

- (a) the Client is in credit, STB shall pay to the Client such amount of credit as is shown on the Final Statement to such bank account as the Client shall notify STB in writing; or
- (b) STB requires additional sums to discharge any outstanding Utility Charges, the Client shall pay to STB such additional sums immediately upon demand following which STB will apply such sums to discharge the Client's liability to the relevant Utility Providers.

11.3 This clause 10 shall survive termination of this agreement until such time as all payments due and owing pursuant to the Final Statement have been paid in full.

11.4 For the avoidance of doubt any certificate or determination issued by us to you, shall (in the absence of manifest error) be conclusive evidence of the matter to which it relates.

12. FORCE MAJEURE

12.1 STB shall have no liability to the Client under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a **Force Majeure Event**), provided that:

- (a) the Client is notified of such an event and its expected duration; and
- (b) STB uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned,

and that if the period of delay or non-performance continues for 2 months or more, the party not affected may terminate this agreement by giving 14 days' written notice to the other.

13. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14. SEVERANCE

14.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall 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 shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

14.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. ENTIRE AGREEMENT AND AMENDMENT

15.1 This agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

- 15.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 15.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
- 15.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 15.5 No alteration to or variation of this agreement shall take effect unless and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative.

16. ASSIGNMENT

- 16.1 The Client shall not, without the prior written consent of STB, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 16.2 STB may at any time assign, transfer, charge, subcontract or deal in any other manner, with all or any of its rights or obligations under this agreement without the consent of the Client.

17. NO PARTNERSHIP OR AGENCY

- 17.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. THIRD-PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

19. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. NOTICES

- 20.1 Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service providing proof of postage, at its registered office (if a company) or (in any other case) its principal place of business.
- 20.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00am on the second Business Day after posting.
- 20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date it was accepted.

Schedule 1

Site Schedule

To be accepted subsequent to this agreement being accepted.

Schedule 2 Cancellation Fees and Miscellaneous Charges

Cancellation Fees

Service	Cancellation Fee
Gas	£25.00
Electric	£25.00
Broadband	During the initial term, the client shall be liable for all fees payable up to and including the contract end date, in addition to any cease fees charged by the supplier.
TV Licence	The full value of the annual TV Licence, minus any payments the Client has made to STB in respect of such Licence at each Client Site.