

VOIDCARE TERMS AND CONDITIONS:

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

Definitions: In this Agreement the following expressions have the following meanings:

Affiliate means an undertaking that is, at the time in question and from time to time, a parent undertaking, or subsidiary undertaking of a parent undertaking, of a party (the terms 'parent undertaking' and 'subsidiary undertaking' being interpreted in accordance with section 1162 of the Companies Act 2006)

British Gas Data means all data relating to British Gas, other British Gas Group Companies or customers of any of them which is processed, stored, generated, or capable of access by, or which otherwise comes into the possession of the Property Owner or the Managing Agent

British Gas Group Company means British Gas or an Affiliate of British Gas

Business Day means any day other than a Saturday, Sunday or a day that is a public or bank holiday in England

Change of Tenancy means where either (i) an Incoming Tenant moves into a Property, or (ii) an Outgoing Tenant moves out of a Property

Confidential Information means all information of a confidential or proprietary nature relating to the business, prospects or activities of the party in question, which is given to, generated by, or otherwise comes into the possession of the other party in the course of the negotiation or performance of this Agreement

Data Protection Laws means all applicable data protection and privacy legislation including Regulation (EU) 2016/679 (the "GDPR") and the Data Protection Act 2018, and all legislation enacted in the UK in respect of the protection of personal data, including the GDPR as incorporated into law in any part of the United Kingdom (the "UK GDPR"), and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (in each case, as amended, updated or re-enacted from time to time).

Energy Supply means the supply of gas and/or electricity at a Property

Incoming Tenant means, where a Change of Tenancy occurs, the Tenant moving into a Property

A person is subject to an **Insolvency Event** if it is unable to pay its debts (within the meaning of sections 123, 267 or 268, as applicable, of Insolvency Act 1986); proposes or becomes subject to a voluntary arrangement or convenes a meeting of its creditors to consider such a proposal or, being a company has a proposal for a compromise or arrangement sanctioned by the court pursuant to section 899 Companies Act 2006 (save for the sole purpose of a solvent reconstruction or amalgamation); has a receiver or manager appointed over any of its assets, undertaking or income; takes any step towards its winding-up or bankruptcy as applicable (save, in the case of a company, a solvent liquidation for the sole purpose of effecting a reconstruction or amalgamation) or is subject to a petition issued by any court for its winding-up or bankruptcy (as applicable) that is not withdrawn upon the party's application; being a company, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator filed at any court by any person; being a company, is the subject of a notice to strike off the register at Companies House; or has any distraint, execution or other process levied or enforced on any of its property

Laws means (a) all laws (including the common law); (b) all regulations, policies and codes of conduct which are legally-binding; or (c) all directions of a Regulatory Authority with which a party is reasonably required to comply and which, in each case, are applicable to any activities of the parties undertaken pursuant or in relation to this Agreement

Long Term Void means if an Out of Tenancy Period continues or is expected to continue for a period of eight (8) weeks or more

Losses means losses, liabilities, damages, wasted expenditure, costs and expenses (including legal fees on a solicitor/own client basis and all other costs related to the investigation, prosecution or defence of legal claims)

Managing Agent means the agent appointed by the Property Owner to arrange Energy Supply contracts to the Property during Out of Tenancy Periods, and where there is no such agent appointed, shall mean the Property Owner

Out of Tenancy Period means in respect of a Property any period during which the Property is not occupied by a Tenant, beginning on the date an Outgoing Tenant vacates a Property and ending on the date an Incoming Tenant moves into the Property

Outgoing Tenant means, where a Change of Tenancy occurs, the Tenant moving out of a Property

Platform means the online Platform owned and operated by the Platform Provider where the Managing Agent will upload information relating to the Property for onward submission to British Gas

Platform Provider means Homebox

Property means the Property Owner's domestic property requiring an Energy Supply throughout an Out of Tenancy Period, the details of which the Managing Agent has input on the Platform

Property Owner means the company or organisation that owns, or is responsible for, the Property during Out of Tenancy Periods

Regulatory Authority means all governmental, statutory or regulatory bodies and any other competent authorities in any jurisdiction having responsibility for the regulation or governance of any of the activities of British Gas or the Property Owner, including data protection authorities and law enforcement agencies

Short-Term Occupancy means any period in respect of a Property during an Out of Tenancy Period during which the Property Owner and or the Managing Agent allows the Property to be occupied by Tenants on a short-term basis (for example, temporary accommodation for the homeless)

Supply Terms and Conditions means British Gas's standard domestic terms for supplying a customer with gas and/or electricity, as may be amended or changed from time to time by British Gas, which are located at: [New Terms and Conditions page \(britishgas.co.uk\)](https://www.britishgas.co.uk/terms-conditions)

Tariff Terms means the British Gas prices and terms and conditions for the Energy Supply applicable to each meter type during the Out of Tenancy Period.

Tenant means a tenant of the Property Owner who is living in or otherwise occupying a Property

Voidcare Credit means preferential commercial terms which British Gas may (at its discretion) provide to the Property Owner as set out in clause 8.5

Voidcare Services means the services provided by British Gas under this Agreement including switching the Energy Supply at the Property to British Gas during the Out of Tenancy Period, and the discretionary application of the Voidcare Credit to the Property Owner's bills, but does not include provision of the Energy Supply

Year means a period of twelve (12) months which starts on the Effective Date, or on any anniversary of the Effective Date which falls during the Term

Interpretation: In this Agreement, except where the context otherwise requires:

- 1.1.1 any gender includes all genders; the singular includes the plural and vice versa; and a reference to a person includes firms, partnerships, LLPs, associations, corporations, and bodies corporate;
- 1.1.2 a reference to a party includes its permitted successors and assigns and a reference to any enactment, order, regulation, code, standard, policy or other instrument shall be construed as a reference to the same as amended, replaced, consolidated or re-enacted from time to time;
- 1.1.3 a reference to this Agreement or to any other document shall include any permitted variation, amendment, or supplement to such document and a reference to any clause, schedule, appendix or paragraph is a reference to such clause, schedule, appendix or paragraph of this Agreement;
- 1.1.4 headings are for convenience of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- 1.1.5 examples which follow the word "including" (or similar) shall be construed as illustrative and shall not limit the interpretation of the term or concept of which they purport to be examples; and
- 1.1.6 any obligation not to do something shall include an obligation not to suffer, permit or cause that thing to be done.

2. DOCUMENTATION AND PRECEDENCE

Precedence: In the event of any discrepancy, inconsistency or divergence arising between the provisions of this Agreement, then (save where expressly provided to the contrary) the order of precedence shall be as follows:

2.1.1	clauses 1 to 15 inclusive (highest level);		
2.1.2	the schedules; and		
2.1.3	the Supply Terms and Conditions (lowest level).		
3.	TERM	4.5	Managing Agent not complying with the provisions of this clause 4, and/or where the Managing Agent has acted beyond the authority conferred on it by the Property Owner.
3.1	Term: This Agreement shall commence on the date it is signed by the Managing Agent and shall continue in effect in relation to the Property for as long as the Managing Agent submits information relating to the Property.		
3.2	Consequences of termination: Any termination of this Agreement and/or the provision of Voidcare Services shall not affect the Energy Supply to the Property, which shall continue until terminated in accordance with the Supply Terms and Conditions applicable to that Property.	5.	VOIDCARE SERVICES
4.	MANAGING AGENT AUTHORITY	5.1	British Gas will only provide Voidcare Services where it is the sole supplier of the Energy Supply to the Property during Out of Tenancy Periods.
4.1	The Managing Agent warrants that it has the full authority of the Property Owner to arrange contracts on the Property Owner's behalf in relation to Energy Supply to the Property. The Managing Agent shall, on request, provide British Gas with appropriate documentation and any letters of authority in relation to the same.	5.2	The Managing Agent may from time to time notify the Platform Provider that the Property Owner wishes British Gas to provide the Voidcare Services to the Property during an Out of Tenancy Period. British Gas shall inform the Platform Provider whether or not it is willing to provide the same. It is explicitly acknowledged and agreed that British Gas may at any time (at its sole discretion) elect not to provide or to terminate the provision of the Voidcare Services in respect of a Property.
4.2	The Managing Agent warrants that it is authorised by the Property Owner to carry out the responsibilities detailed in this Agreement and to liaise with British Gas, in order for the Property Owner to benefit from Voidcare Services. The Managing Agent undertakes to ensure that the Property Owner is fully informed as to the contents of this Agreement and shall not make any statement or representation regarding the Energy Supply, Voidcare Services and or this Agreement that is inconsistent with the terms contained herein.	5.3	In order to commence Voidcare Services for the Property, the Managing Agent shall upload the following information onto the Platform:
4.3	The Managing Agent shall immediately notify British Gas if the Managing Agent is no longer authorised to act as an agent for the Property Owner and/or to fulfil any of the obligations set out herein. British Gas shall not be liable for any act or omission where the Managing Agent has failed to comply with this clause.	5.3.1	the date the Out of Tenancy Period commenced;
4.4	The Managing Agent shall fully indemnify British Gas from and against any claims or Losses British Gas suffers as a result of the	5.3.2	a meter reading for the first day of the Out of Tenancy Period for the applicable Energy Supplies to the Property; and
		5.3.3	where reasonably possible, the name and forwarding address of any Outgoing Tenant who has moved out of the Property (where the Energy Supply at such Property before the Out of Tenancy Period was provided by British Gas).
		5.4	The information required under clause 5.3 shall be uploaded by the Managing Agent as soon as practically possible and in any event (i) no later than 2 Business Days after the Managing Agent is notified of a Change of Tenancy or (ii) where no such notification

has been received, by no later than the first day of the Out of Tenancy Period.

- 5.5 The Managing Agent shall provide all information that is required under this clause 5 via the Platform.
- 5.6 Subject to the successful completion of the processes at clause 5.3 to 5.5, and receipt of the information from the Platform Provider, British Gas shall take over the Energy Supply or, if British Gas is already providing the Energy Supply to the Property, continue to provide the Energy Supply, from the date the Out of Tenancy Period begins. British Gas will open an account for the Property in the name of the Property Owner for the Out of Tenancy Period. The Supply Terms and Conditions and Tariff Terms shall apply to the Energy Supply during any Out of Tenancy Period at a Property.
- 5.7 The Managing Agent shall upload information to the Platform to notify the beginning and end of any period of Short-Term Occupancy. The Property Owner shall not be entitled to receive the Voidcare Credits in respect of any period of Short-Term Occupancy.
- 5.8 British Gas shall not be liable for any failure or delay in providing the Energy Supply or the Voidcare Services arising as a result of a failure by the Property Owner, Managing Agent or the Platform Provider to provide the information required under this clause 5
- 5.9 At the end of an Out of Tenancy Period for any Property:, the Managing Agent shall upload to the Platform all such information as is necessary and permissible for the transfer of the Energy Supply to be arranged from the Property Owner to the Incoming Tenant. Such information shall include as a minimum:
 - 5.9.1 a meter reading for the last day of the Out of Tenancy Period;
 - 5.9.2 the name of the Incoming Tenant; and
 - 5.9.3 the date that the Incoming Tenant moved into the Property.
- 5.10 The Managing Agent shall provide the information required by clause 5.9 onto the

Platform as soon as practically possible and in any event within 5 Business Days of the end of the Out of Tenancy Period.

6. **MANGING AGENT OBLIGATIONS**

- 6.1 Throughout the Out of Tenancy Period, the Managing Agent shall allow reasonable access to British Gas to perform any necessary installation or maintenance work which British Gas believes to be necessary in respect of the meter at the Property.
- 6.2 The Managing Agent shall co-operate and provide any and all information as is required under this Agreement to assist British Gas in the provision of Voidcare Services.
- 6.3 The Managing Agent acknowledges and accepts that time is of the essence in relation to the provision of information to British Gas under this Agreement and undertakes to provide any such information as soon as practically possible. British Gas shall not be liable for any failure or delay in providing the Energy Supply or the Voidcare Services arising as a result of a failure by the Managing Agent to fulfil its obligations under this Agreement or as a result of a failure or delay by the Platform Provider.
- 6.4 The Managing Agent shall ensure that it uploads onto the Platform as soon as reasonably practicable and in any event within 5 Business Days, if:
 - 6.4.1 the Property is expected to go into Long Term Void;
 - 6.4.2 the Property is expected to be demolished;
 - 6.4.3 any action to close off the Energy Supply to the Property (including, by example, by capping pipework or taking any other action to stop the flow of gas and/or electricity to the Property) is undertaken and the full details of such action; and
 - 6.4.4 a meter at a Property has been damaged or interfered with in any way during a Tenancy Period.
 - 6.4.5 The Managing Agent shall remain fully liable to the Property Owner for any Losses caused by the Managing Agent or Platform Provider's delay or failure to fulfil the obligations under this Agreement. The Managing Agent shall at all times indemnify British Gas from and against any Losses and/or any claims by the Property Owner or

a third party as a result of such delay or failure.

- 6.4.6 British Gas shall have no liability to the Managing Agent or the Property Owner where it is prevented from providing Voidcare Services or Energy Supply to the Property as a result of a failure or delay of the Platform Provider.

7. MANAGEMENT OF INVOICES

- 7.1 The Managing Agent shall take all reasonable steps to ensure payment by the Property Owner of any Energy Supply bills in accordance with the Supply Terms and Conditions and clause 8.3 of this Agreement for energy consumption during Out of Tenancy Periods.

8. ENERGY SUPPLY BILLS AND VOIDCARE CREDITS

- 8.1 British Gas shall set up an energy account in the name of the Property Owner for the Property during an Out of Tenancy Period. The Property Owner shall be responsible for and shall pay the Energy Supply bills for the Property during the Out of Tenancy Period in accordance with the Supply Terms and Conditions and Tariff Terms.

- 8.2 British Gas shall invoice the Property Owner for the Energy Supply to the Property at any time after the end of the Out of Tenancy Period.

- 8.3 Any invoice for Energy Supply to the Property during an Out of Tenancy Period shall be payable by the Property Owner within 45 days of receipt.

- 8.4 The applicable British Gas tariff to each meter type during the Out of Tenancy Period shall be as follows:

- 8.4.1 credit meters – Standard Variable Tariff; and

- 8.4.2 prepayment meters – PAYG Tariff

- 8.5 Where the Managing Agent complies in full with this Agreement, and British Gas receives information in full in the timescales set out herein, British Gas shall at its option provide any of the following benefits:

8.5.1 credit meters: for a Property with a credit meter, British Gas shall either (i) not charge for up to and including the first £15 of each fuel supplied to the Property and/or (ii)

waive the standing charge for the first 3 months of the Out of Tenancy Period; and

8.5.2 prepayment meters: for a Property with a prepayment meter, British Gas shall provide £15 credit on each prepayment meter during an Out of Tenancy Period

with such benefits being referred to as the 'Voidcare Credits'.

- 8.6 The Property Owner will not receive the Voidcare Credit for the Property if:

8.6.1 the Property is in Short Term Occupancy;

8.6.2 the Property is expected to be demolished;

8.6.3 if the Managing Agent has failed to provide the information that it is required to provide under this Agreement and/or British Gas has not received the information in the timescales set out herein; or

8.6.4 if the Property Owner has outstanding debt with British Gas and/or has not paid for the Energy Supply in the timeframes set out in clause 8.3.

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- 8.7 British Gas may at any time on written notice to the Managing Agent vary the terms of the Voidcare Credit or withdraw the Property Owner's right to receive the Voidcare Credit.

9. NOT USED

10. LIABILITY

- 10.1 **Liability which is neither excluded nor limited:** Neither party exclude or limit their liability (if any) to the other party for: (i) personal injury or death caused by their negligence; or (ii) any matter for which, at law, a party cannot exclude or limit or to attempt to exclude or limit its liability.

- 10.2 **British Gas's aggregate liability:** Subject to clauses 10.1 and 10.3, the aggregate liability of British Gas in respect of all Losses in any Year under or in connection with this Agreement shall be limited to an amount of £250 (two hundred and fifty pounds).

- 10.3 **Exclusion of consequential loss:** Subject to clause 10.1, neither party shall have any

liability to the other parties for any special, indirect or consequential loss.

infringe the rights of the data subject or any third party

11. DATA PROTECTION

- 11.1 Where used in this clause 11, the expressions “**process**”, “**personal data**”, “**controller**”, and “**data subject**” bear their respective meanings given in Data Protection Laws.
- 11.2 Each party agrees that, in the performance of its respective obligations under this agreement, it shall comply with Data Protection Laws.
- 11.3 The parties consider that, under the terms of the Data Protection Laws, personal data provided by the Managing Agent on behalf of the Property Owner, and processed by British Gas pursuant to this agreement (“Property Owner Personal Data”) are processed by British Gas as an independent controller (on the basis that British Gas holds a licence from Ofgem for the provision of energy supply services and is subject to sector-specific regulation in respect of its processing of personal data in the context of energy supply services in addition to Data Protection Laws, such that it determines the purpose and means of processing of the Property Owner Personal Data), not as a processor of the Managing Agent.
- 11.4 The Managing Agent warrants that:
- 11.4.1 all Property Owner Personal Data have been lawfully obtained and retained on behalf of the Property Owner;
- 11.4.2 all necessary data processing notices have been provided on behalf of the Property Owner in relation to the transfer of the Property Owner Personal Data to British Gas for the purposes envisaged by this agreement;
- 11.4.3 the Managing Agent is lawfully entitled to provide, procure the provision of, or authorise British Gas to obtain, (as the case may be) the Property Owner Personal Data for the purposes envisaged by this agreement; and
- 11.4.4 any processing of the Property Owner Personal Data by British Gas for the purposes envisaged by this agreement will not contravene any Data Protection Laws or

12. CONFIDENTIALITY

Duty to preserve confidentiality: Each party:

- 12.1.1 Shall keep confidential all Confidential Information of the other party which comes into its possession or control or is learned and, except as permitted by this clause 12, shall not copy or disclose the Confidential Information (in whole or in part) to any third party, nor permit access to it by any third party, in each case without the prior written consent of the party it concerns. For purposes of this clause 12 all British Gas Data and all Confidential Information of any British Gas Group Company other than British Gas is to be treated as Confidential Information of British Gas;
- 12.1.2 shall comply promptly with any and all instructions given by the other party from time to time in connection with the use of all or any of its Confidential Information; and
- 12.1.3 shall take all necessary steps to ensure that any Confidential Information which comes into its possession or control is protected in accordance with appropriate security procedures.
- Rights of disclosure:
- 12.1.4 Each party shall be permitted to divulge the Confidential Information of the other party to personnel, agents, contractors and representatives (which in the case of British Gas includes any subcontractors) who need to know it for the purpose of providing or receiving the services or otherwise performing the recipient party's obligations or enforcing the recipient party's rights under this Agreement, provided that the recipient party:
- c) informs the individual or entity of the confidential nature of the Confidential Information; and
- d) ensures that the individual or entity is obliged to keep the Confidential Information confidential on terms no less onerous than those set out in this clause 12.
- 12.1.5 British Gas may (without the prior written consent of the Managing Agent but always subject to the proviso to clause 12.1.4)

disclose the terms of this Agreement and the Confidential Information of the Managing Agent to an auditor, its legal or other professional advisers including insurance brokers and financial advisers, any replacement supplier, a Third Party Supplier, a Regulatory Authority, a person to whom it intends to assign this Agreement, or to any other British Gas Group Company to the extent that British Gas (acting reasonably) considers that they each need to know it in relation to this Agreement.

12.1.6 No party shall be in breach of this clause 12 by reason only of disclosing Confidential Information which the party is required to disclose by Laws or by a stock exchange or by any Regulatory Authority. A party that is required to disclose Confidential Information in these circumstances shall give the affected party as much prior written notice of the disclosure as possible (provided that it is not prohibited from doing so) to allow the affected party an opportunity to take such steps as are available to it to control or prevent the disclosure.

12.1.7 A party may disclose Confidential Information to a Regulatory Authority without notifying the other party where the Regulatory Authority has requested or directed that the other party is not notified or informed of the disclosure.

13. NOT USED

14. NOTICES

14.1 **Notices:** Where this Agreement requires notice to be given by one party to the other such notice shall be in writing and shall be delivered by hand, first class post, or special delivery post to the following:

- e) In the case of delivery to British Gas, to British Gas Voidcare, One Waterfront Avenue, Edinburgh EH51SG; and
- f) In the case of delivery to the Managing Agent to the address identified in the Voidcare Terms and Conditions Acceptance sheet.

or such other address which a party has notified in writing to the other party in accordance with this clause 14, provided that such notification is received by the sender

not less than five (5) Business Days before the notice is dispatched.

14.2 **Email:** In the case of communications relating to this Agreement which do not relate to matters where this Agreement requires notice to be given, communications may take place by email between the representatives of each party and each party shall be responsible for ensuring that the current email address of its representative is known by the other parties representatives.

15. GENERAL

15.1 **Representations and Warranties:** Each party represents and warrants to the other that it has full power and capacity to execute, deliver, and perform its obligations under this Agreement.

15.2 **Assignment:** The Managing Agent shall not assign novate or otherwise dispose of or create any trust in relation to any or all of their rights and obligations under this Agreement without the prior written consent of British Gas.

15.3 **Waivers & Consents:** A party's delay or failure to exercise its rights under this Agreement will not waive the party's right to exercise that, or any other, right. The rights of either party accrued on or prior to termination shall remain unaffected.

15.4 **Remedies cumulative:** The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

15.5 **Entire Agreement:** This Agreement contains all the terms which the parties have agreed in relation to the relevant services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such services. The Managing Agent acknowledge that they have not relied upon any warranty, representation, statement or understanding made or given by or on behalf of British Gas which is not set out in this Agreement and agree that they shall have no claim in respect of the same. Nothing in this Agreement will exclude any liability which

one party would otherwise have to the other party in respect of any statements made fraudulently.

- 15.6 **Variation:** This Agreement can only be varied by a formal agreement which recites its intention to amend this Agreement and which is signed by persons who have the authority and capacity to bind the respective parties to a legal contract.
- 15.7 **Independent Contractor:** Nothing contained in this Agreement, and no action taken by the parties pursuant to this Agreement, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party behalf save as expressly set out herein.
- 15.8 **Severability:** If any provision of this Agreement is invalid or unenforceable such invalidity, illegality or unenforceability shall not prejudice the other provisions of this Agreement which shall remain in full force and effect and if the provision in question would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
- 15.9 **Third Party Rights:** The parties confirm that it is not their intention to confer any rights on any person who is not a party to this Agreement by virtue of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.10 **Governing Law and Jurisdiction:** This Agreement, and any dispute or claim shall be governed by the Laws of England and the English courts shall have exclusive jurisdiction.