1.THE TENANT'S OBLIGATIONS

- 1.1. As part of this Tenancy Agreement, the Landlord undertakes to provide a range of utilities and services (spanning electricity, gas, water, broadband, and TV licence; the "Services") to the Tenant as part of the fixed price rent charged for occupation of the Property (the "Rent"). The Landlord will provide the Services through, and as a function of its contract with the Landlord's agents, Orange Loughborough Ltd (trading as 'Loc8me'; "Loc8me"), a company incorporated in England and Wales (No. 12313420), whose registered office is at 6 Forest Road, Loughborough, Leicestershire, LE113NP. Loc8me has, in turn, contracted with a third party provider for the Services, Stack Utilities Limited (trading as "Stack Utilities"), a company incorporated in England and Wales (No.15604143) whose registered office is at 5 High Street, Sileby, Loughborough, England, LE12 7RX.
- 1.2. The Tenant acknowledges and agrees that a condition precedent of the Tenant's eligibility for Rent and Services at a fixed rate at the Property is the Tenant's compliance with the fair usage allowances set out in Clause 2.1 below ("Fair Bills Inclusive Policy")
- 1.3. Should the Tenant fail to act in accordance with the Fair Bills Inclusive Policy then additional fees may be payable to Stack Utilities. The Tenant agrees that he / she shall be liable to pay Stack Utilities additional fees owing for the provision of the Services, failing which the Tenant agrees that Loc8me is at liberty and entitled to recover any monies left owing for the provision of the Services from the Tenant's deposit.
- 1.4. Where there is more than one tenant at the Property, the Tenant agrees that the obligations and liabilities of each of the tenants in relation to any additional fees payable to Stack Utilities for the provision of the Services imposed on them under this agreement shall be joint and several. Page 15 of 25 8.11.1 8.11 8.12.1 8.12 8.13.1 8.13
- 1.5. Pursuant to the rights afforded to it by the Contracts (Rights of Third Parties) Act 1999, Loc8me shall have full authority to enforce this Clause of the Tenancy Agreement, and take such steps as are necessary for the recovery from the Tenant of all sums due from, or in connection with, the Fair Bills-Inclusive Policy.
- 1.6. From time to time, Stack Utilities may request certain information about you from Loc8me, including:
- 1.6.1.your name, mobile number and email address;
- 1.6.2.copies of the tenancy agreements; 1.6.3.the arrival and departure dates of any tenants at the Property.

2.FAIR BILLS-INCLUSIVE POLICY

2.1.The Fair-Bills-Inclusive Policy (the "Policy") applies to any Tenant whose Rent includes the provision of the Services. The Policy has been drafted to ensure that a Tenant's use of electricity, gas, water and broadband is proportionate and reasonable in all the circumstances. The Policy provides peace of mind to the Tenant while protecting the Tenant from the risk of overspending. In consequence, the Services are provided with a fair-usage allowance ("Allowance") – defined as the amount of money the Tenant can spend on the Services before additional fees are incurred. The Allowance is generous but it is joint and several, which means that every careful tenant is liable for an incautious tenant's excessive use of the Services. Every tenant has, in consequence, to ensure that they make sensible use of the Services throughout the lifetime of the Tenancy Agreement. Any abuse of the Allowance (such that it is exceeded) will result in an additional fee for overuse. The Allowance is calculated over 12-months. If a Tenant's Agreement is for a different period of time then the Agent will adjust the Allowance accordingly.

3.FIBRE-OPTIC BROADBAND

3.1. Fibre broadband will be provided where possible, presuming the availability of a fibre-optic connection. Where fibre broadband is unavailable Standard broadband will be provided.