

Energy Void Period Service Terms (“Terms”) - Landlords

Ocean Lettings and Management has partnered with Just Move In (full name Ethical Introductions Ltd) to provide an Energy Void Period Service.

The Energy Void Period Service is a Utilities Management Service provided by Just Move In. It involves the appointment of a supplier (as defined under the Energy Act and licensed conditions of a supplier as defined in Electricity Act 1989 or Gas Act 1986) and/or any their applicable affiliated Supply Companies or other group companies, as selected by Just Move In from time to time (currently OVO) (collectively referred to as the “**Supplier**”) as the energy supplier for a property and/or switching an existing energy supplier into the name of the Landlord.

These Terms form part of and supplement any other agreement between us and you as the Landlord but supersede and override any other terms, agreements, or arrangements agreed in any form in relation to void period energy services provided by Just Move In. By opting to receive the Energy Void Period Service, the Landlord agrees that it shall:

A. Appointment

1. hereby grant the necessary authority to Just Move In to appoint the Supplier to provide the Services at the property in the name of the Landlord, make the necessary agreements and confirmations, and communicate and liaise directly with and provide information to the Supplier, in connection with all matters covered by these Terms;
2. appoint the Supplier to provide the selected energy supply services (the “**Services**”) to the properties and shall not enter into any arrangement with any competing supplier to do so;
3. provide all necessary information to Just Move In and/or the Supplier at the times and in the formats required from time to time, and ensure it is accurate and up to date (and if not then the void submission may be rejected and neither Just Move In nor the Supplier shall be responsible for any resulting delays);
4. acknowledge that provision of Services is at the Supplier’s discretion and the Supplier may decide to refuse to deal with any particular Landlord, tenant or property;

B. Data and Data Protection

5. comply with all applicable data protection laws when collecting, processing, transferring and safeguarding personal data;
6. acknowledge that Just Move In and the Supplier will each store and be a controller of personal data (e.g. of landlords and incoming tenants) that is required in order to appoint the Supplier and provide or switch the Services at each property;
7. ensure that they and Just Move In have a valid legal basis for processing of all personal data provided to Just Move In and/or the Supplier in connection with these Terms;
8. acknowledge and notify all tenants that the Supplier and/or a Supplier home-moving entity will communicate with landlords and tenants regarding the Services via email and/or IM/SMS;

9. ensure tenants receive the Supplier's privacy notice before transferring personal data to the Supplier. Just Move In also provides a privacy notice describing Just Move In's processing of personal data, available here: www.justmovein.com/privacy;
10. provide information only via a secure method agreed by Just Move In, e.g. via SFTP or the Just Move In or Supplier Portals;
11. provide reasonable assistance with subject access requests and regulator enquiries relating to personal data processing in connection with these Terms and the Services;

C. Energy Supply & Void Period Obligations

12. agree to and abide by the Supplier's General Terms and Conditions and any additional terms that the Supplier may communicate directly or via Just Move In from time to time in relation to the Services;
13. agree that once a contract for the Services has come into force, the Supplier may, without prejudice to any applicable statutory and/or contractual cancellation rights, initiate the transfer of the energy supply immediately;
14. be liable for all energy supply arrangements during the period of each Services contract, including the payment of charges to the Supplier in relation to each relevant property;
15. make payment of the charges for the Services within fourteen (14) days of them falling due (plus any interest and/or third party collection fees that the Supplier may add in case of late payment);
16. acknowledge that the Services will be billed separately for each relevant property;
17. acknowledge that Services contracts shall be between the Landlord and the Supplier. Just Move In is not a party to such contracts and excludes all liability for them, including in relation to any Services or failure to supply Services, any billing or other dispute, connection or reconnection costs, and for any payments to be made in connection with them;

D. Tenant Communications

18. provide to incoming tenants, on or prior to the change of tenancy date, any Supplier Welcome Leaflet (including any privacy notice), or other information informing the tenant that the Supplier is the default energy Supplier, or regarding energy switching services;
19. promptly implement and use any updated, replaced and/or amended versions of the Supplier terms and conditions and any other relevant Supplier documents as notified and/or provided by the Supplier or Just Move In from time to time (or activities under these Terms may be suspended until such updates are made);
20. promote any Supplier home-moving energy services to tenants;
21. endeavour to obtain valid consents from tenants for the Supplier to contact tenants in relation to the Services or energy switching;
22. acknowledge that in order to mitigate erroneous transfers of Services, the Supplier may send out customer service communications to the tenant and/or the property after

receiving a cancellation notice, and shall use reasonable endeavours to communicate with the tenant and explain that such communications may be received from the Supplier;

E. General Restrictions

23. not, without the prior written consent of the Supplier:
- 1) make or enter into any contracts or commitments or incur any liability for or on behalf of the Supplier;
 - 2) sell, conduct comparisons or unduly influence any tenant to remain with the Supplier for the Services;
 - 3) restrict a tenant's discretion to select or switch to an alternative supplier;
 - 4) do, or permit to be done, any act or omission which may prejudice the business, reputation or goodwill of the Supplier;
 - 5) act as or hold itself out (and shall prevent any of its staff from holding themselves out) to be a representative or agent of the Supplier for any purpose;
 - 6) be authorised or permitted to enter into contracts on the Supplier's behalf;
 - 7) engage in any direct sales, marketing, promotions or recommendations of the Supplier's products, Services or tariffs to tenants ("Sales Activity");
 - 8) provide any form of reward, benefit or other incentive to its staff for: (i) events triggering the payment of fees to Just Move In or credits to the Landlord by the Supplier; or (ii) carrying out any Sales Activity;
 - 9) make or give any representation, warranty or promise concerning the Services that was not approved by the Supplier; or
 - 10) produce any written material (whether by paper, e-mail or otherwise) which describes, promotes or purports to come from the Supplier, other than as set out in these Terms;

F. Waiver of Licence Requirements

24. waive any rights to receive or to have Supplier provide to it legally required communications relating e.g. to Services tariffs, personal costs projections, tariff comparison rates; and direct debit arrangements;
25. agree to receive by email any notices that the Supplier may need to send;

G. Warranties and indemnities

26. indemnify Just Move In and hold Just Move In harmless from all losses, liabilities (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation, and all interest, penalties and legal costs (calculated on an indemnity basis)), costs, damages, expenses and charges incurred or suffered by Just Move In arising in connection with any defect in or lack of authority on the part of Landlord to give instructions or provide information in relation to these Terms;

H. General

27. keep records of its activities under these Terms and promptly cooperate with requests for information from or inspections required by the Supplier or Just Move In;
28. keep confidential any information relating to the Supplier that it receives in connection with these Terms;

Just Move In

29. comply with all laws and regulations applicable to its activities under these Terms, including without limitation in relation to personal data protection, and anti-bribery and corruption;

30. comply with any conditions communicated by the Supplier or Just Move In in relation to any credit, discount, or other promotion relating to its activities under these Terms.
