



UTILITIES – FAIR & ACCEPTABLE USAGE POLICY

For All Inclusive Rent Agreements

If you have either Gas, Electric, Water & Sewerage included within the rent in your Tenancy Agreement it will be subject to this fair and acceptable usage policy. If you exceed the limits, or interim meter readings indicate that the limits will be exceeded at the end of the tenancy, then Brink Riley Properties, as the Landlords Agent are entitled to levy a supplemental charge to obtain reimbursement for the excess usage.

For Inclusive Bills customers, all sections of this Policy will apply. For water all sections except Gas and Electricity will apply. Internet is provided within all our student buildings as a free service and does not constitute part of the rent; there will be no cap on the usage of the internet, however fair and acceptable usage of the service does apply.

1. Brink Riley Properties Fair and Acceptable Usage Policy

All of the utilities included in your Tenancy Agreement are subject to this Fair and Acceptable Usage Policy. Students must ensure that any use of the Services, or goods relating to the Services, by anyone in your household including visitors, doesn't in any way contravene the restrictions listed in this Fair and Acceptable Usage Policy.

A Fair Usage Allowance will apply to ensure that your energy and water usage is not excessive and kept within reasonable and sensible limits. Should students exceed their Fair Usage Allowance, Brink Riley Properties reserve the right to apply a supplement charge to cover the amount by which you exceeded the allowance.

Information surrounding the Fair Usage Allowance can be found below.

With the Fair and Acceptable usage Policy, you will also find information surrounding your responsibilities to help keep your network secure.

Please ensure that anybody using the goods agrees with this policy and is aware of their obligations under it. This extends to the members of your household, or anybody accessing the network at the property.

Brink Riley Properties reserves the right to review and update the terms of this policy at any time, we will send written notice if any changes affect an existing contract. Your continued use of our service will signify your acceptance of any adjustments to these terms.

2. Fair Usage Allowance

A Fair Usage Allowance will apply to ensure that your energy usage is not excessive and kept within reasonable and sensible limits. Should Students exceed their Fair Usage Allowance, Brink Riley Properties reserves the right to apply a supplemental charge to cover the amount by which you exceeded the allowance.

The allowances are designed to be generous and if you are sensible with your energy consumption, it is unlikely you will exceed these limits.

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See the Fair Usage Allowance below.

The allowance is for gas and electricity combined, and varies for properties, depending on the number of bedrooms/occupants. These allowances refer to a 52 weeks Contract.

If the Contract is for a period of less than twelve months, these figures will apply on a pro-rata basis. If the Student(s) exceed the limit set, Brink Riley Properties reserve the right to apply a supplemental charge to cover the cost of this

3. Fair Usage Allowance for Gas and Electricity

Number of Tenants Per Property. Annual Fair Usage Allowance Per Property.

Number of Tenants	Annual Fair Usage Allowance
1	£1584.69
2	£1764.88
3	£1798.68
4	£2119.52
5	£2347.80
6	£2530.32
7	£2813.72
8	£3215.68
9	£3617.64

4. Water and Sewerage

For metered homes in England, Wales, Scotland and Northern Ireland, the maximum usage allowed for 1 to 5 bed houses is 160 cubic meters of water and 160 cubic meters of sewerage per annum. For each additional bedroom above 5, your allowance increases by 20 cubic meters of water and 20 cubic meters of sewerage per annum.

5 Internet and WIFI

5.1 Security & Other users

You (and your co tenants) are responsible for ensuring that your usernames, passwords and login details for any internet service or equipment remain confidential so that the network cannot be used by any unauthorised person including, but not limited to, those controlling access to;

- (a) any computer hardware systems or networks
- (b) any computer software or applications
- (c) any other services accessed by you in the use of either of the above.

Internet and WIFI Continued....

You shall not disclose these credentials to any third party or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which you do not have access rights.

You are responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network. You must immediately advise us if you become aware of any violation or suspected violation of these security provisions. You are responsible for all uses made of the internet through your account (whether authorised or unauthorised) and for any breach of this policy whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission.

You agree that neither Brink Riley Properties nor the broadband provider are responsible for any of your activities in using our network. Although the internet is designed to appeal to a broad audience, it's your responsibility to determine whether any of the content accessed via the broadband service is appropriate for children or others in your household home to view or use.

5.2 Prohibited Activities

1. Granting access to your broadband service to others not specifically authorised by you.
2. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person.
3. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person. Unlawful, fraudulent, criminal or otherwise illegal activities.
4. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by Bills Paid Ltd and/or the utility provider or any other internet user or person.
5. Anything that may disrupt or interfere with the network or services or cause a host or the network to crash.
6. Launching "denial of service" attacks; "mail bombing" attacks; or "flooding" attacks against a host or network.
7. Circumventing the user authentication or security process of a host or network.
8. Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.
9. Monitoring or recording the actions of any person entitled to be in your home without their knowledge or any person or thing outside of your home or premises including, without limitation, any public highway or roadway or another person's home or business premises.
10. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material.

11. Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed

5.3 Extent of Service

1. We do not recommend in particular the use of any websites (or other internet related services) ("internet services") and your use of Internet Services is carried out entirely at your own risk.
2. We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free,
3. We have no responsibility for, or control over, the information you transmit or receive via the Service.
4. Save for the purpose of the network diagnostics we do examine the use to which you put the Service but do not examine the nature of the information you send or receive.

5.4 We do not guarantee

1. The availability of the Service;
2. The speed at which information may be transmitted or received via the Service; or
3. That the Service will be compatible with equipment or any software which you use.
4. Whilst we take responsible steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service, we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilizing the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.
5. We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

5.5 Your Use of the Service

You must not use the Service to access Internet Services, or send or receive e-mails, which;

1. Are defamatory, threatening, intimidatory or which could be classed as harassment;
2. Contain obscene, profane or abusive language or material;
3. Contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
4. Contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
5. Contain material which infringe third party's rights (including intellectual property rights);
6. In our reasonable opinion may adversely affect the manner in which we carry out our business; or
7. Are otherwise unlawful or inappropriate;
8. Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorized its use by you.
9. We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to the clauses above.

10. We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.
11. The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we should specifically refer you to clause 5.8 below.

5.6 Criminal Activity

1. You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.
2. You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.
3. You agree and acknowledge that we may keep a log of the internet Protocol ('IP') address of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address.
4. You further agree we are entitled to cooperate with law enforcement authorized and rights-holders in the investigation of any suspected of alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

5.7 Our Use of your Information

1. Subject to clause 5.6 – 3 & 4 above we confirm that we shall use the contact details you provide to us solely for purposes of contacting you with marketing information updates, promotion and special offer relating to our business.

5.8 Other Terms

1. You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.
2. Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence, we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at anytime or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.
3. We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that the terms of this agreement are not enforceable by third party under the Contracts (Rights of Third Parties) Act 1999.
4. This agreement is governed by law of England and Wales and is subject to the non-exclusive jurisdiction of English courts.