

## METERS SMARTLINK45 TERMS AND CONDITIONS - PREPAYMENT

These Terms and Conditions are between the person/Company/Management Agent responsible and Meters UK Limited ("Meters"), who are responsible for providing you with meter readings and internet payment top ups for your tenants through the Meters UK portal. The time frame for these Terms and Conditions are ongoing, unless otherwise agreed.

### **KEY – L/MA = Landlord or Designated Management Agent**

#### **1. Meters SmartLink options**

- (a) We offer a number of SmartLink options. Full details of the Products available can be found including SmartLink45 Terms and Conditions - [www.Meters.co.uk/smartlink](http://www.Meters.co.uk/smartlink)
- (b) Availability of Products will vary depending upon your location, subject to GPRS/mobile phone network availability.
- (c) SmartLink will be provided to you at the address as stated by you on your initial documentation, **being**

#### ***'Please Enter Location of Meter Address'***

- (d) If additional SmartLink45 meters are ordered under the same customer portal, the monthly charges will be adjusted accordingly, but new Terms and Conditions will not be re-issued, unless specifically requested.

#### **2. Using Meters SmartLink**

- (a) SmartLink is intended for the use of reading one or a number of utilities at a specific IP address, or at an address with multiple units.
- (b) Each unit will be registered through the meters.uk customer portal.
- (c) The responsibility of the Username and Password is down to the L/MA. Disclosure of the username or password is at their discretion. If requested by any other person other than the L/MA, Meters UK Ltd will refer them to the L/MA.
- (d) If requested by the L/MA, Meters UK Ltd will accept, at no charge, the change of username and password.
- (e) Should the SmartLink modem device be used for anything other than what it is intended and is in anyway damaged, a charge will be made for replacement parts, components and/or services.
- (f) We may modify or temporarily suspend Meters SmartLink, or part of it, in order for us to carry out maintenance, technical repair, enhancement or emergency work. We will try to minimise the impact of this on you and we will restore SmartLink to you as soon as we can. Where possible, we will notify you if this occurs between the hours of 6am and Midnight and if it is to last for more than 1 hour.
- (g) SmartLink Modem Signal Strength is as follows:
  - (i) Modem Signal Strength above 66% is considered Excellent
  - (ii) Modem Signal Strength between 33% and 65% is considered Good
  - (iii) Modem Signal Strength below 33% is considered BAD. In this case you will need to move the modem position until the % goes over 33%
  - (iv) SmartLink technical team can remotely test the signal strength. Should the signal strength fall below the preferred levels, Meters UK Ltd reserve the right to provide chargeable solutions.
- (h) We aim to provide a continuous, high-quality service using reasonable care and skill. However, from time to time, due to the nature of the service, faults with SmartLink may occur. This is highly unlikely, however, but pertinent that we include it in these Terms and Conditions. The software in your Wireless Router and in any other equipment provided to you by Meters UK or on its behalf for use in conjunction with Meters UK SmartLink is owned by or licensed to Meters or another member of the Meters group. You must allow this software to be updated. Updates will happen automatically at no extra charge.
- (i) Your Wireless Router and any other equipment provided by Meters (or on its behalf) for use in conjunction with SmartLink are not supplied as being capable of being used to access any other internet service.
- (j) Once pricing for utilities has been set on your meters, they can be changed. Should pricing increase please forward change details to Meters UK, [smartlink45@meters.co.uk](mailto:smartlink45@meters.co.uk) and allow 3 working days before changes take effect on the physical meters

#### **3. Standing Charges Explained.**

The SmartLink45 prepayment standing charge is a daily charge – deducted from the tenant's credit on a daily basis.

The charge is as follows.

- 1 Utility = 25p per day
- 2 Utilities = 45p per day
- 3 Utilities = 55p per day

The charge covers the costs of the following:

- (i) Modem sim cards, connection and operational costs related to the 4 main mobile networks. (SmartLink45 provides a roaming network signal to maximize reliability)
- (ii) Credit/Debitcard transactions via Barclays Bank
- (iii) Financial and regulatory requirements related to item (ii)
- (iv) Requirements for the compliance with the Data Protection Act 2018
- (v) Web portal hosting
- (vi) Internet gateway
- (vii) Virtual private operational network

- (viii) System backups and security storage in 3 locations
- (ix) Customer service support

#### **4. SmartLink Meter and Modem Warranty**

("Warranty") against manufacturing faults arising in the first 12 months after date of dispatch. Will be replaced free of charge. There is no liability for consequential loss.

The following are not covered by the Warranty: faults arising from misuse, accidental or deliberate damage to your SmartLink Meter or Modem; damage arising from use of equipment that is not supplied by or on behalf of Meters for use with your SmartLink Meter; extension cables and network equipment; cosmetic damage which does not affect the functionality of your Modem; computer equipment, software and cables that we did not supply to you and damage caused by events outside the reasonable control of Meters or any other member of the Meters group, or its equipment suppliers.

- (a) To report a fault with your Modem, please call us on 01524 555 929. If a reported fault cannot be remedied by one of our engineers over the phone, then we will either repair or replace your equipment (if required), whichever is reasonably considered to be the most proportionate. If your Modem is replaced, it must be returned to us in the manner we request.
- (b) Any replacement equipment still fall within our Standard Warranty period.
- (c) The Warranty does not apply outside the UK, Isle of Man and the Channel Islands. It does not affect your legal rights, for example in relation to Meters supplying a Modem which is not of satisfactory quality or not providing SmartLink with reasonable care and skill. If you require any advice on your legal rights, you can refer to [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

#### **5. Installation**

- (a) Written instructions for installing the meters will be provided when the meters are delivered to site. Online instructional videos are available on the website, [www.meters.co.uk/smartlink](http://www.meters.co.uk/smartlink) - where you can click on Prepayment meter for wiring instructions.
- (b) All meters must be fitted in the designated location – as clearly labeled.**
- (c) We take no liability for meters installed in non-designated locations.
- (d) If the SmartLink45 Metering system is not installed within 3 months, Meters UK Ltd reserves the right to reallocate the Modem Sims.

#### **6. Ongoing Landlord Responsibilities**

This includes but is not limited to:-

- (a) Credit Card Reversal. Once a tenant has made a payment through Smartlink customer portal and the funds have been forwarded on to the Landlord, should the tenant then reverse a payment through their bank, it is not Meters UK Ltd responsibility to recover these funds from the tenant, it is the Landlords. If this reversal should occur, an adjustment will be made in the amount paid to the landlord the following month.
- (b) It is the Landlords responsibility to organise the final meter reading for individual tenants and any credit due to them. This facility can be found through the Landlords Customer Portal.
- (c) If there is a change of ownership on the property where SmartLink45 is installed, Meters UK must be informed timeously. A change of ownership form must be completed by the seller and purchaser and an administration charge will be made to the purchaser for this service. The seller must contact Meters UK Ltd for the Change of Ownership form and both the seller and purchaser must sign the document. Should Meters UK Ltd not be informed to enable a smooth change over, Meters UK will not be held liable for any discrepancies in charges. Please note a charge of a £100.00 will be applicable for any to amendments made to individual meters. This is a one-off charge and will be deducted off monies taken from tenants payments. In the event of a change of ownership, both purchaser and seller will be charged £50 each for administration fees.
- (d) If an owner decides not to continue with the SmartLink45 system, we require 6 months' written notice of this change. If this falls within the first 24 months – charges for the full 24 months will apply.
- (e) Operational information will not be divulged to tenants.
- (f) **Chargeback Administration** – is where a transaction is accepted on to the meter and is then subsequently cancelled by the tenant with the bank. An administration fee of £30.00 will be charged to the landlord or MA.

#### **7. Commencement of SmartLink Prepayment Monthly Charge**

Commencement of the daily standing charge will be liable to the L/MA after 10 days of the system being dispatched. On dispatch the whole communication system is enabled and fully tested. The modem sim card and web portal will be live.

The daily standing charges are deducted from the tenants' credit.

Where installation of the system to the specified location has not been completed or the location is not occupied the standing charges will be liable from the L/MA.

Any accumulated unpaid fees over 60 days will be subject to an 8% interest charge.

Money will be paid to L/MA on a monthly basis. To the account provided on the Smartlink45 Information form.

All prices quoted for Meters SmartLink assume you will be paying your bill via contra system of accounting.

We will supply you with a monthly statement of all payments which have been made on the Meters UK customer portal website for the month. This will detail the meter payments per site, address and unit. An invoice will be raised for all monthly charges applicable to each unit, at the address and site in question. An Invoice will be forwarded to your designated accounts administrator as stated on the SmartLink45 Information Document with both debits and credits reflected. Monies will then be

transferred to your bank account, as detailed on the pre-contract SmartLink45 Information forms by yourselves.

If required by law or if any regulatory authority requests or requires a change to any aspect of our pricing, including reflecting a change in the rate of VAT or other applicable taxation charge or levy, which affects your SmartLink Payment directly or our pricing structure generally, pricing may increase. Notification will be made to you before any price increase takes effect under this Condition.

If there is a change of ownership on the property where SmartLink45 is installed, Meters UK need to be informed timeously. A change of ownership form must be completed by the seller and purchaser, an administrative charge will be made to the purchaser for this service. Should Meters UK not be informed to enable a smooth change over, Meters UK will not be held liable for any discrepancies in payment.

## **8. What we are not liable for**

- (a) We will not be liable under these Terms and Conditions to you, or any other person who you allow to use SmartLink, for:
- (i) any fault in your SmartLink Meter, cabling or modem equipment caused by tampering or negligence (unless caused by us) or by the failure to follow our reasonable instructions, these Conditions or the Usage Policies;
  - (ii) any delay or failure by us to provide any element of SmartLink meter reading where such delay or failure is caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war and government action;
  - (iii) any loss of business, contracts, profits, anticipated savings, reputation, or revenue;
  - (iv) any failure of monitored safety, security or other alarm systems due to incompatibility with SmartLink, or due to the restriction or ending of Meters SmartLink, or any other reason which is not due to our fault or neglect;
  - (v) your use of any modem, wireless router or any other equipment that we have not supplied to you in order to access SmartLink Meter reading.
- (b) Neither will we be liable under these Terms and Conditions to you, or any other person who you allow to use SmartLink, for:
- (i) Any loss or corruption of data; and
  - (ii) any special, consequential or indirect losses – including acts of God.
- (c) where National Operational network providers change/upgrade technical requirements. Meters UK Ltd will not be liable for the cost of any upgrade to SmartLink systems to enable continued pre-payment meter reading outside the warranty period. Meters UK Ltd are not liable for any consequential loss.

## **9.Changes of Conditions**

- (a) Updated Terms and Conditions will always be available on our website.
- (b) You must provide us with accurate, true and correct contact and account details. You must keep this information up-to-date and check your email account regularly. We will treat notices sent to your email address as effective even if you don't access your email account or you become disconnected from it.
- (c) Unless otherwise stated, if you give us any notice that is required under this Contract, it should be by calling 01524 555 929 or such other number we notify to you for this purpose. You can also email us at [smartlink45@meters.uk](mailto:smartlink45@meters.uk).
- (d) Any notice you give us to end these Terms and Conditions where you have a right to do so (other than where you are exercising your right to cancel during your cooling-off period for which see 'Your Rights to Cancel Your Order' section below) must be given by email to [smartlink45@meters.co.uk](mailto:smartlink45@meters.co.uk)

## **10.Disputes**

We are committed to providing you with the best possible products and services, but in the unfortunate circumstance that you have a complaint (including about any continuous or regularly recurring difference between the actual performance of your Meters SmartLink Product in relation to speed or any other quality of service parameter and the information we have previously given to you) please get in touch with us straight away in any of the following ways:

- Online, you can chat to one of our online advisors or by visiting 'Contact us' in the Meters section of Meters.co.uk
- By phone - call us on 01524 555929
- By post, write to:

Meters UK  
Whitegate,  
White Lund Industrial Estate, Lancaster  
LA3 3BT

## **11. Law and geographical limits**

These Terms and Conditions are governed by English Law unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots Law or Northern Ireland law (as applicable). Any disputes under these Terms and Conditions shall be dealt with by the courts of the country whose law governs your Terms and Conditions, unless you live in Northern Ireland or Scotland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.

## **NOTICE OF YOUR STATUTORY RIGHT TO CANCEL IN YOUR COOLING OFF PERIOD**

Please refer to your Terms and Conditions for information about when and how you can end your Terms and Conditions once

your cooling off period has ended. Cancellation period: You have the right to cancel your order for Meters SmartLink without giving any reason any time up to 14 days ("cooling off period") from the later of: (i) delivery of your Wireless Router; (ii) activation; or (iii) receipt of the relevant terms and conditions for that product/service.

How to cancel: Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Meters order by:

(i) calling 01524 555929;

(ii) Emailing [smartlink45@meters.co.uk](mailto:smartlink45@meters.co.uk); or

(iii) by visiting the "Contact Us" section at [Meters.co.uk](http://Meters.co.uk) and completing the online cancellation form.

You must give your name, customer account number, address, post code, telephone number and, where available, your e-mail address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail, or letter if we do not have an e-mail address for you.

Effects of cancellation: If you cancel a contract during your cooling off period we will refund to you all payments received from you, excluding the costs of delivery of any equipment you ordered e.g. your SmartLink Meter and Modem ("Equipment"), but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order. You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you cancel any equipment, we will automatically cancel any related subscription unless you tell us otherwise.

Return of Equipment: If you cancel a contract you are responsible for returning the equipment provided under that contract without undue delay using the returns method provided with the equipment. You are responsible for the costs of returning the equipment you have ordered and Meters may charge you our direct returns costs. Meters can offset any returns costs against any money that it owes to you for any reason. You must keep any equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.

Refunds: We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive the Equipment back from you or receive evidence from you that the Equipment has been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise. These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to [www.adviceguide.org.uk/](http://www.adviceguide.org.uk/).

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Name

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Signed

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Date