

Terms and Conditions – Residential Consumer

Last updated: [20/01/26]

1. Introduction and Contractual Framework

1.1 These terms and conditions (the Agreement) set out the basis on which Arrival Systems Limited provides its household payments platform and related bill-administration services to you.

1.2 This Agreement explains who we are, how the service operates, how payments are collected and transferred, the legal status of funds at each stage, the respective responsibilities of the parties, how disputes and chargebacks are handled, how supplier relationships are administered, and how this Agreement may be suspended or terminated.

1.3 This Agreement is entered into between Arrival Systems Limited, a company registered in England and Wales under company number 16964262

whose registered office is at Unit 5 Magellan Terrace, Crawley, RH10 9PJ (Arrival, we, us, or our), and the individual registering for and using the service (you or your).

1.4 These terms apply only to consumers using the service for domestic and private purposes. The service is not provided for business, commercial, or professional use.

1.5 You accept this Agreement by confirming acceptance during the sign-up process or by continuing to use the Platform after being presented with these terms.

2. Nature of the Arrival Service

2.1 Arrival provides a household payments and bills-administration service that enables residents of a domestic property to fund and pay household bills through a single monthly direct debit while retaining transparency and control over their funds at an individual level.

2.2 Arrival does not supply utilities or household services and does not assume responsibility for the performance, pricing, continuity, or quality of any supplier service.

2.3 Arrival acts solely as a payments facilitator and administrative intermediary. Unless expressly stated otherwise, Arrival is not a party to any contract between you and any supplier.

2.4 Arrival does not provide regulated payment services as defined under the Payment Services Regulations 2017. Payment processing is conducted by GoCardless Limited (FCA authorised payment institution, FRN 597190) and e-money services are provided by Keel Financial Limited (FCA authorised electronic money institution, FRN 930930). Arrival acts solely as a technology platform operator.

3. Ownership of Bills and Supplier Relationships

3.1 All household bills managed through the service are held in the name of the relevant resident or residents.

3.2 Arrival does not act as the bill holder, does not novate supplier contracts, does not rebill supplier services, and does not assume contractual liability for supplier charges.

3.3 You remain fully responsible and contractually liable to each supplier for compliance with supplier terms, payment obligations, minimum contract terms, notice periods, and any applicable exit or early termination fees.

3.4 Arrival's role is limited to facilitating funding, administration, and onward payment of bills using funds you provide.

3.5 By using the service, you grant Arrival limited authority to act on your behalf solely for the purposes of administrative communication with suppliers, submitting meter readings, requesting billing information, and making payments from available wallet funds. This does not constitute a power of attorney or general agency relationship and does not extend to contract negotiations, dispute resolution, or legal representation.

4. Platform Access

4.1 The service is delivered through a cloud-based software platform accessible at <https://arrival.ac> (the Platform).

4.2 The Platform provides real-time visibility of incoming payments, wallet balances, outgoing payments to suppliers, management fees, transaction history, and billing records.

4.3 While Arrival uses reasonable endeavours to maintain Platform availability, uninterrupted access is not guaranteed. Scheduled maintenance and emergency downtime may occur without prior notice.

5. Sign-Up, Accounts, and Eligibility

5.1 To use the service, you must create an account on the Platform and provide accurate, complete, and up-to-date information including full legal name, residential address, date of birth, email address, and valid UK bank account details.

5.2 Where a property is occupied by multiple residents who share responsibility for household bills, each resident must separately accept this Agreement, complete identity verification through Keel's regulated onboarding process, and provide valid payment details.

5.3 You may only use the service if you:

- (a) are at least 18 years of age;
- (b) are responsible for household bills at the relevant property;
- (c) occupy a residential property with domestic supply;
- (d) are not subject to a bankruptcy order or individual voluntary arrangement;
- (e) do not have household bills overdue by more than 21 days at the time of sign-up; and
- (f) are a UK resident with a UK bank account capable of processing direct debit instructions.

5.4 Arrival reserves the right to refuse service or terminate access where eligibility criteria are not met or where information provided is inaccurate, incomplete, or misleading.

6. Service Term and Renewal

6.1 The service term is an annual period commencing on your sign-up date (the Service Term).

6.2 The Service Term renews automatically for successive twelve-month periods unless you provide written notice of cancellation at least 30 days prior to the renewal date.

6.3 The management fee specified in Section 14 applies for the full Service Term and remains payable upon early cancellation subject to Section 17.

7. Payments Collected in Advance

7.1 Payments under this Agreement are collected in advance by direct debit.

7.2 You agree to make a monthly payment by direct debit on the agreed payment date in order to fund upcoming household bills and the management fee.

7.3 Any quote or estimate provided during sign-up is indicative only and based on expected usage, historical consumption data where available, and current supplier pricing. Actual amounts payable will vary in accordance with this Agreement.

7.4 You are responsible for ensuring that sufficient funds are available in your bank account to meet direct debit payments on the scheduled collection date.

8. Bill Amounts and Variability

8.1 Arrival does not mark up, inflate, or otherwise increase supplier bills beyond the amounts charged by the supplier.

8.2 The total monthly amount payable by you may vary as a result of:

- (a) changes in actual usage or consumption;
- (b) supplier price changes, including tariff increases or regulatory adjustments;
- (c) the addition or removal of services managed through the Platform;
- (d) the application of one-off supplier charges such as installation fees, late payment charges, or reconnection fees;
- (e) changes in the number of residents sharing responsibility for bills; or
- (f) backdated charges, reconciliations, or billing corrections issued by suppliers.

8.3 Arrival does not increase bill amounts for discretionary, commercial, or operational reasons unrelated to supplier charges.

8.4 Where bill amounts vary significantly from the estimated amount, Arrival will notify you via email and the Platform and adjust future direct debit collection amounts accordingly.

9. End-to-End Flow of Funds

9.1 Direct debit payments are collected from your bank account by GoCardless Limited, acting as the direct debit payment processor under its FCA authorisation.

9.2 Funds collected by GoCardless are transferred into a bank account held in the name of Arrival Systems Limited with Revolut Ltd (the Transit Account).

9.3 The Transit Account is used solely as a technical transit account for receiving direct debit payments and is not used for Arrival's operational, treasury, or general business purposes.

9.4 Funds received into the Transit Account are programmatically and immediately transferred to resident-specific e-money wallets provided by Keel Financial Limited. Funds remain in the Transit Account only for the minimum time technically required to execute the automated transfer to Keel wallets, typically seconds or minutes.

9.5 E-money wallets (each a Keel Wallet) are provided by Keel Financial Limited, operating under the Electronic Money Regulations 2011 as an authorised electronic money institution.

9.6 Each Keel Wallet is uniquely associated with an individual resident using unique payment references. Funds are segregated at the individual wallet level within Keel's regulated e-money framework and are held in accordance with the safeguarding requirements under the Electronic Money Regulations 2011.

9.7 Payments to suppliers and the management fee are made from the relevant resident's Keel Wallet in accordance with this Agreement.

9.8 Arrival does not pool resident funds for operational use, does not treat resident funds as company assets, and does not retain funds beyond the short-lived technical transit described in this Section.

9.9 This funds-flow structure is an interim arrangement pending the implementation of direct wallet top-ups via open banking or automated sweeping from the Transit Account.

10. Status and Segregation of Funds

10.1 Funds collected via direct debit are not held in a client monies account as defined by the FCA's Client Assets Sourcebook (CASS).

10.2 Arrival ensures separation of resident funds from company assets by:

- (a) restricting use of the Transit Account to technical transit only;
- (b) transferring funds immediately into resident-specific Keel Wallets operated by a regulated electronic money institution; and
- (c) not using resident funds for business expenditure, working capital, or operational costs.

10.3 Arrival does not treat resident funds as company property at any stage in the payment flow.

10.4 Keel Financial Limited is responsible for safeguarding e-money balances in accordance with its regulatory obligations under the Electronic Money Regulations 2011.

11. Disputes, Chargebacks, and Refunds

11.1 In the event of a payment dispute, Arrival will seek to isolate the disputed amount at the individual resident wallet level and ring-fence the disputed funds within your Keel Wallet.

11.2 Disputed amounts will be displayed as "Under Investigation" on the Platform and will not be available for allocation to supplier payments until the dispute is resolved.

11.3 Arrival may pause onward payment to the relevant supplier in respect of the disputed amount while the matter is investigated. The corresponding supplier will be shown as unpaid on the Platform during this period.

11.4 Direct debit disputes are handled in accordance with GoCardless's dispute resolution procedures and the Direct Debit Guarantee Scheme operated by Pay.UK. You may request a refund from your bank for any direct debit payment collected in error or without authorisation.

11.5 Where a chargeback, reversal, or refund occurs, funds will be returned to you via the original payment method or credited to your Keel Wallet, depending on the circumstances and stage of the payment flow at which the dispute arose.

11.6 Arrival does not net disputes across residents or suppliers and processes disputes on a case-by-case basis.

11.7 If a dispute results in a refund to you but payment has already been made to a supplier, you remain liable to Arrival for the amount refunded and Arrival may pursue recovery through adjustment of future wallet balances or direct claim.

12. Due Diligence on Residents

12.1 Resident due diligence is conducted by Keel Financial Limited in accordance with its obligations as a regulated electronic money institution under the Electronic Money Regulations 2011 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.

12.2 Due diligence includes but is not limited to:

- (a) identity verification using documentary or electronic verification methods;
- (b) address verification;
- (c) sanctions screening against UK, EU, UN, and US sanctions lists;
- (d) politically exposed person (PEP) screening;
- (e) adverse media checks where applicable;
- (f) ongoing monitoring of transactions; and
- (g) periodic refresh of customer due diligence information.

12.3 Arrival relies on Keel's regulated customer due diligence controls and does not duplicate know-your-customer (KYC) checks outside this framework.

12.4 You agree to provide all information and documentation reasonably requested by Keel to satisfy its regulatory obligations. Failure to provide requested information may result in suspension or termination of your Keel Wallet and consequently your ability to use the service.

13. Suppliers and Third-Party Services

13.1 The service enables you to select which household bills and services Arrival administratively manages, including but not limited to:

- (a) electricity supply;
- (b) gas supply;
- (c) water and sewerage services;
- (d) telecommunications services;
- (e) internet services;
- (f) television services; and

(g) council tax (subject to Section 13A).

13.2 All supplier contracts remain directly between you and the supplier. Arrival does not act as principal, reseller, bill holder, or contracting party in respect of any supplier service.

13.3 You remain solely responsible for compliance with supplier terms and conditions, including payment obligations, minimum contract terms, notice periods, cooling-off rights, and exit fees.

13.4 Arrival may, on your behalf and in accordance with the limited authority granted under Section 3.5:

- (a) communicate with suppliers regarding account administration;
- (b) submit meter readings;
- (c) assist with account setup, switching, or closure;
- (d) receive billing data and invoices;
- (e) request payment breakdowns or tariff information; and
- (f) make payments from available Keel Wallet funds.

13.5 Arrival does not guarantee or warrant:

- (a) supplier availability or willingness to accept payment through the service;
- (b) supplier pricing, tariffs, or the suitability of any tariff for your usage;
- (c) supplier service quality, reliability, or continuity of supply;
- (d) accuracy of supplier billing or meter readings; or
- (e) supplier compliance with regulatory obligations.

13.6 If you independently change supplier, terminate a supplier contract, or enter into a new supplier arrangement without notifying Arrival, Arrival may be unable to continue managing that supplier account. Arrival remains entitled to its management fee for the remainder of the Service Term in accordance with Section 14 and Section 17.

13.7 Where suppliers issue corrected bills, reconciliations, backdated charges, or billing adjustments (whether resulting from meter reading corrections, tariff errors, or regulatory adjustments), you remain liable for those amounts in full.

13.8 If backdated charges or billing corrections exceed your current Keel Wallet balance, you must top up your wallet within seven days of notification via the Platform or by email to avoid supplier enforcement action, disconnection, or referral to debt collection agencies.

13.9 If sufficient funds are not available in your Keel Wallet to pay a supplier when payment falls due, Arrival is not required to make payment on your behalf. Supplier enforcement actions (including disconnection, debt recovery proceedings, or adverse credit reporting) may occur, and you remain solely responsible for all consequences, costs, and fees.

13.10 In the event of supplier insolvency, administration, or the appointment of a Supplier of Last Resort under Ofgem's regulatory framework, account transfers and billing processes are governed by statutory and regulatory processes outside Arrival's control. Arrival may assist administratively with the transition but does not control outcomes, timing, or any resulting changes to tariffs or charges.

13.11 Arrival does not adjudicate disputes between you and suppliers but may assist with communication, provision of payment records, or forwarding correspondence. You remain responsible for pursuing complaints, ombudsman referrals, or legal claims against suppliers independently.

13A. Council Tax Administration

13A.1 Council tax is a statutory charge levied by local billing authorities under the Local Government Finance Act 1992 and is not a supplier contract. Arrival's role is limited to administrative payment facilitation only.

13A.2 You remain the statutory liable party for council tax under the Local Government Finance Act 1992. Arrival does not assume liability for council tax charges, does not act as your agent for statutory purposes, and use of the service does not alter your legal relationship with the billing authority.

13A.3 Council tax payments are made from your Keel Wallet in accordance with the payment schedule set by your local billing authority, typically ten monthly instalments running from April to January.

13A.4 You are responsible for notifying Arrival promptly of any:

- (a) council tax band changes or revaluations;
- (b) exemptions or discounts (including single person discount, student exemptions, or disability reductions);
- (c) changes in liability resulting from changes in occupation or property status; or
- (d) billing authority correspondence requiring action.

Failure to provide timely notification may result in underpayment and enforcement action by the billing authority, for which you remain solely liable.

13A.5 Arrival does not receive advance notice of council tax rate changes, revaluations, or adjustments to discounts or exemptions. Any increase in council tax liability requires a corresponding increase in your monthly direct debit payment to ensure sufficient Keel Wallet funds are available.

13A.6 If your Keel Wallet balance is insufficient to meet a scheduled council tax payment, Arrival is not obliged to make the payment. The billing authority may issue reminder notices, final notices, summons to magistrates' court, or apply for a liability order in accordance with statutory collection procedures under the Council Tax (Administration and Enforcement) Regulations 1992.

13A.7 Arrival may communicate with billing authorities on your behalf to:

- (a) confirm payment schedules and instalment amounts;
- (b) submit change of address notifications;
- (c) request payment breakdowns or account balances; or
- (d) provide evidence of payments made.

Arrival does not represent you in council tax appeals, exemption applications, valuation challenges, liability disputes, or enforcement proceedings.

13A.8 Where multiple residents occupy a property, council tax liability is joint and several by operation of law under Section 6 and Section 9 of the Local Government Finance Act 1992. Arrival's administrative allocation of council tax charges across residents for the purposes of Keel Wallet deductions does not affect your statutory liability or the billing authority's right to recover the full outstanding amount from any liable occupier.

13A.9 Council tax payments processed through the service are made via Keel's payment infrastructure and do not constitute direct debit instructions to the billing authority under the Direct Debit Guarantee Scheme. The protections afforded by the Direct Debit Guarantee do not apply to council tax payments made through Arrival's service.

13A.10 In the event of council tax enforcement action, including but not limited to:

- (a) the granting of a liability order by magistrates' court;
- (b) attachment of earnings orders;
- (c) deductions from benefits;
- (d) charging orders against property;
- (e) bailiff or enforcement agent attendance; or
- (f) committal proceedings for non-payment,

you remain solely responsible for all costs, fees, court charges, and any additional charges imposed by the billing authority or enforcement agents. Arrival has no liability for enforcement costs or for any consequences of non-payment.

14. Supplier Due Diligence and Regulatory Status

14.1 Arrival conducts due diligence on suppliers before enabling payment functionality through the Platform.

14.2 Where applicable, suppliers must hold appropriate regulatory authorisation, including but not limited to:

- (a) electricity and gas suppliers: licensed by Ofgem under the Electricity Act 1989 and Gas Act 1986;

(b) water and sewerage companies: appointed under the Water Industry Act 1991 and regulated by Ofwat;

(c) telecommunications providers: subject to regulation by Ofcom under the Communications Act 2003; or

(d) other services: appropriately authorised or exempt under applicable regulatory frameworks.

14.3 Arrival does not guarantee ongoing regulatory compliance by suppliers or the maintenance of supplier licences. In the event of licence revocation, regulatory sanctions, or supplier exit from the market, Arrival will use reasonable endeavours to notify you and assist with administrative transition but is not liable for disruption, costs, or consequences.

15. Fees

15.1 Arrival charges a management fee for providing the service (the Management Fee).

15.2 The Management Fee is £12.99 per resident per month, inclusive of VAT where applicable.

15.3 The Management Fee is disclosed during sign-up, is confirmed in your account dashboard on the Platform, and is separate from and additional to supplier charges.

15.4 The Management Fee is deducted automatically from your Keel Wallet balance on the first day of each calendar month, prior to any supplier payments being processed that month.

15.5 Where your Keel Wallet balance is insufficient to cover the Management Fee in full, Arrival will notify you via email and the Platform. Supplier payments will be paused until the Management Fee is paid and sufficient funds are available to resume payments.

15.6 Non-payment of the Management Fee for more than 14 days constitutes material breach of this Agreement and may result in suspension of the service in accordance with Section 17.

15.7 The Management Fee is payable for the full Service Term. Early cancellation does not relieve you of the obligation to pay the Management Fee for the remainder of the then-current Service Term, subject to your statutory cancellation rights under Section 18.

15.8 Arrival reserves the right to vary the Management Fee on not less than 60 days' written notice. Fee increases will not take effect until the start of the next Service Term. If you do not accept a fee increase, you may cancel the service in accordance with Section 18 without penalty.

16. Payment Allocation and Insufficient Funds

16.1 Where multiple residents share a property and responsibility for household bills, bill amounts and the Management Fee will be divided equally across all registered residents unless an alternative allocation is agreed and configured via the Platform.

16.2 Each resident's allocated share of bills and fees is deducted from their individual Keel Wallet.

16.3 Where your Keel Wallet balance is insufficient to pay all supplier bills and the Management Fee in full, Arrival will apply the following order of priority:

- (a) Management Fee;
- (b) council tax (if managed through the service);
- (c) utilities (electricity, gas, water) on a pro-rata basis; and
- (d) other services (telecommunications, internet, television) on a pro-rata basis.

16.4 Arrival will notify you via email and the Platform if insufficient funds are available. You must top up your Keel Wallet within seven days to avoid paused payments and potential supplier enforcement action.

16.5 Arrival is not obliged to make payments to suppliers where insufficient funds exist and is not liable for any consequences, including service disconnection, late payment charges, or adverse credit reporting.

17. Responsibilities of Residents

17.1 You are responsible for:

- (a) ensuring sufficient funds are available in your bank account to meet direct debit payments on the scheduled collection date;
- (b) maintaining a sufficient Keel Wallet balance to meet supplier bills and the Management Fee;
- (c) providing accurate meter readings when required by Arrival or suppliers, including gas and electricity meter readings at intervals specified by your supplier or regulator;
- (d) uploading supplier correspondence, bills, and notices to the Platform promptly upon receipt;
- (e) notifying Arrival immediately of any changes in circumstances affecting your eligibility, liability for bills, or property occupation;
- (f) complying with supplier terms and conditions, including usage restrictions, payment terms, and notice requirements;
- (g) notifying Arrival of any supplier disputes, billing errors, or service issues that may affect payment obligations; and
- (h) maintaining the security and confidentiality of your Platform account credentials.

17.2 Where multiple residents share responsibility for household bills, liability for bills, fees, and obligations under this Agreement is joint and several. Each resident is fully liable for the total amount due, and Arrival may pursue any or all residents for outstanding amounts.

17.3 You must not use the service for any unlawful purpose or in any way that breaches this Agreement or any applicable law or regulation.

18. Suspension

18.1 Arrival may suspend access to the service and your ability to make payments through the Platform where it reasonably believes:

- (a) there is a material breach of this Agreement;
- (b) you have provided false, inaccurate, or misleading information;
- (c) repeated direct debit payment failures have occurred;
- (d) there is suspected fraud, money laundering, or other financial crime;
- (e) you no longer meet the eligibility criteria in Section 5;
- (f) you have failed to provide information or documentation required for due diligence or regulatory compliance; or
- (g) suspension is required to comply with legal or regulatory obligations.

18.2 Where suspension occurs, Arrival will notify you via email and specify the reason for suspension and any steps required to lift the suspension.

18.3 Suspension does not relieve you of responsibility for outstanding bills, fees, or obligations to suppliers.

18.4 During suspension, supplier payments will be paused, and you remain responsible for making alternative payment arrangements directly with suppliers to avoid enforcement action.

19. Cancellation and Termination

19.1 You have a statutory right to cancel this Agreement within 14 days of the date you first accept these terms (the Cooling-Off Period) in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

19.2 To exercise your right to cancel during the Cooling-Off Period, you must notify Arrival in writing via email to [support email] or via the Platform. Cancellation is effective immediately upon receipt of notice.

19.3 If you cancel during the Cooling-Off Period, Arrival will refund any Management Fees paid, less any fees for services already provided at your request. Supplier payments already made will not be refunded, as these are passed through to third parties.

19.4 After the Cooling-Off Period, you may cancel this Agreement by giving not less than 30 days' written notice via email or the Platform.

19.5 Cancellation after the Cooling-Off Period does not relieve you of the obligation to pay the Management Fee for the remainder of the then-current Service Term. You remain liable for Management Fees accrued up to the end of the Service Term unless termination occurs due to Arrival's material breach.

19.6 Arrival may terminate this Agreement immediately by written notice where:

- (a) you commit a material breach of this Agreement and fail to remedy the breach within 14 days of written notice;
- (b) you become subject to bankruptcy proceedings, an individual voluntary arrangement, or a debt relief order;
- (c) there is evidence of fraud, dishonesty, or financial crime;
- (d) you no longer meet the eligibility criteria in Section 5; or
- (e) termination is required to comply with legal or regulatory obligations.

19.7 Upon termination by either party:

- (a) Arrival will settle all outstanding supplier bills using available Keel Wallet funds and provide a final statement of account;
- (b) any remaining Keel Wallet balance will be returned to your nominated bank account within 14 days of final reconciliation, less any outstanding Management Fees, supplier charges, or amounts owed to Arrival;
- (c) you must make alternative arrangements for payment of household bills directly with suppliers; and
- (d) your access to the Platform will be revoked.

19.8 Termination does not affect any rights, remedies, obligations, or liabilities that have accrued prior to termination.

20. Platform Terms

20.1 Arrival grants you a personal, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for the purposes of managing your household bills in accordance with this Agreement.

20.2 You must not:

- (a) use the Platform for any unlawful purpose or in breach of this Agreement;
- (b) attempt to gain unauthorised access to the Platform, servers, databases, or networks connected to the Platform;
- (c) interfere with or disrupt the Platform or servers or networks connected to the Platform;
- (d) use any automated system (including robots, scrapers, or data mining tools) to access, monitor, or copy any part of the Platform without prior written consent;
- (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Platform;
- (f) remove, obscure, or alter any proprietary notices on the Platform; or
- (g) use the Platform in any manner that could damage, disable, overburden, or impair Arrival's systems or interfere with any other user's enjoyment of the service.

20.3 The Platform may rely on or integrate with third-party systems, including GoCardless for direct debit processing, Keel for e-money wallets, and supplier billing systems. Arrival is not responsible for failures, outages, data loss, or other issues arising from third-party systems outside its reasonable control.

20.4 Arrival may update, modify, or discontinue features of the Platform at any time without prior notice, provided such changes do not materially diminish the core service described in this Agreement.

21. Data and Privacy

21.1 Personal data is collected, processed, and stored in accordance with Arrival's Privacy Policy, available at [privacy policy URL].

21.2 By using the service, you consent to the processing of your personal data, including:

- (a) identity and contact information;
- (b) bank account details;
- (c) transaction history and payment records;
- (d) meter readings and usage data;
- (e) supplier billing information; and
- (f) correspondence with Arrival and suppliers.

21.3 Personal data may be shared with:

- (a) GoCardless for direct debit processing;
- (b) Keel for e-money wallet provision and due diligence;
- (c) suppliers for billing and account administration;
- (d) regulatory authorities or law enforcement where required by law; and
- (e) third-party service providers assisting with Platform operation, data storage, or customer support, subject to appropriate data processing agreements.

21.4 You acknowledge that electronic systems carry inherent risks of data loss, corruption, or unauthorised access. While Arrival implements reasonable security measures, you are responsible for maintaining your own records of payment confirmations, billing statements, and correspondence.

21.5 Arrival is not liable for data loss resulting from third-party system failures, force majeure events, or circumstances outside its reasonable control.

22. Intellectual Property

22.1 All intellectual property rights in the Platform, including but not limited to software, algorithms, databases, user interface designs, trademarks, logos, and content, vest in Arrival or its licensors.

22.2 You acquire no ownership rights in the Platform or any intellectual property by virtue of using the service.

22.3 You may not copy, reproduce, modify, distribute, publicly display, create derivative works from, or commercially exploit any part of the Platform or its content without Arrival's prior written consent.

22.4 Any feedback, suggestions, or ideas you provide regarding the Platform may be used by Arrival without obligation or compensation.

23. Liability

23.1 Nothing in this Agreement excludes or limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any liability that cannot lawfully be excluded or limited under English law.

23.2 Arrival is not liable for:

- (a) supplier pricing, tariff changes, billing errors, or service failures;
- (b) supplier insolvency, licence revocation, or exit from the market;
- (c) service outages, disconnections, or supply interruptions caused by suppliers;
- (d) late payment charges, reconnection fees, or enforcement costs imposed by suppliers;
- (e) adverse credit reporting or damage to credit rating resulting from supplier non-payment;
- (f) losses arising from your failure to provide accurate information, meter readings, or timely notification of changes; or
- (g) losses arising from third-party system failures, including GoCardless or Keel, outside Arrival's reasonable control.

23.3 Subject to Section 23.1, Arrival's total liability to you under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is limited to the total Management Fees paid by you in the 12 months preceding the event giving rise to liability.

23.4 Subject to Section 23.1, Arrival is liable only for foreseeable losses directly caused by failure to exercise reasonable care and skill in the provision of the service. Arrival is not liable for indirect, consequential, or special losses, including but not limited to loss of profits, loss of business, loss of data, or reputational damage.

23.5 Arrival is not liable for any delay or failure to perform obligations under this Agreement resulting from circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, government action, fire, flood, epidemic, pandemic, failure of telecommunications networks, power failure, strikes, or supplier system failures.

24. General Legal Terms

24.1 Arrival may assign, transfer, or subcontract any or all of its rights or obligations under this Agreement to any third party, including in connection with a merger, acquisition, sale of assets, or corporate reorganisation. You will be notified of any such assignment.

24.2 You may not assign, transfer, or subcontract any rights or obligations under this Agreement without Arrival's prior written consent.

24.3 Arrival may set off or deduct any amounts you owe to Arrival (including unpaid Management Fees or amounts recovered from suppliers on your behalf) against any amounts Arrival owes to you, including Keel Wallet balances or refunds due.

24.4 If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and the invalid provision will be modified to the minimum extent necessary to make it valid and enforceable.

24.5 Failure or delay by Arrival to enforce any provision of this Agreement does not constitute a waiver of that provision or any other provision, and does not prevent Arrival from enforcing its rights in the future.

24.6 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, or understandings (whether written or oral) relating to the subject matter.

24.7 No third party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25. Notices

25.1 Any notice required or permitted under this Agreement must be in writing and may be delivered:

(a) by email to the email address you provided during sign-up (in your case) or to [support email] (in Arrival's case);

(b) by post to your registered address (in your case) or to Arrival's registered office (in Arrival's case); or

(c) via the Platform messaging system.

25.2 Notices sent by email are deemed received on the business day they are sent if sent before 5pm GMT on a business day, or on the next business day if sent after 5pm or on a non-business day.

25.3 Notices sent by post are deemed received three business days after posting by first-class prepaid post.

25.4 You must notify Arrival immediately of any change to your email address or residential address.

26. Complaints and Dispute Resolution

26.1 If you wish to make a complaint about the service, you should contact Arrival in the first instance via email at [support email] or via the Platform.

26.2 Arrival will acknowledge receipt of your complaint within two business days and will investigate and respond substantively within 15 business days.

26.3 If your complaint is not resolved to your satisfaction, you may refer the matter to:

(a) the Financial Ombudsman Service (for complaints relating to payment services or e-money) at www.financial-ombudsman.org.uk; or

(b) Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, details of which are available at [URL].

27. Governing Law and Jurisdiction

27.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the law of England and Wales.

27.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

28. Definitions

In this Agreement, the following terms have the following meanings unless the context requires otherwise:

Agreement means these terms and conditions as amended from time to time.

Arrival means Arrival Systems Limited, company number 16964262, registered office Unit 5 Magellan Terrace, Crawley, RH10 9PJ.

Cooling-Off Period means the 14-day period beginning on the date you first accept this Agreement, during which you may cancel without penalty in accordance with Section 19.1.

Direct Debit means payments collected from your bank account via GoCardless in accordance with the Direct Debit Guarantee Scheme.

GoCardless means GoCardless Limited, FCA authorised payment institution (FRN 597190).

Keel means Keel Financial Limited, FCA authorised electronic money institution (FRN 930930).

Keel Wallet means a resident-specific e-money wallet provided by Keel and uniquely associated with an individual resident.

Management Fee means the £12.99 monthly fee (inclusive of VAT where applicable) charged by Arrival per resident for provision of the service.

Platform means the Arrival online platform accessible at <https://arrival.ac>.

Service Term means the annual period commencing on your sign-up date and renewing automatically in accordance with Section 6.

Supplier means any third party providing utilities or household services to the property, including electricity suppliers, gas suppliers, water companies, telecommunications providers, internet service providers, television service providers, and local billing authorities for council tax.

Transit Account means the bank account held in the name of Arrival Systems Limited with Revolut Ltd, used solely for technical transit of direct debit payments prior to transfer to Keel Wallets.

You or your means the individual consumer who has accepted this Agreement and registered to use the service.

End of Terms and Conditions