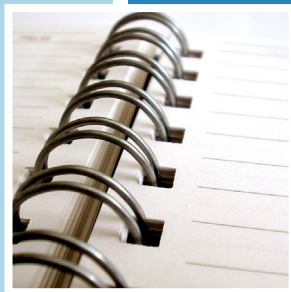


Terms and Conditions 2009



Introduction

Energy and telecoms supply terms (domestic) ALL SERVICES

- 1 These terms and conditions apply if you are a customer using our gas, electricity, telecoms and/ or broadband services at your domestic premises at which a supply is taken wholly or mainly for domestic purposes. You must inform us if you start using your property for business purposes and we will provide you with an alternative contract.

Please read the terms and conditions carefully so that you fully understand your commitments and our obligations.

Subject to clause 19(c) no contract will be formed between us until we receive your acceptance of our quotation in writing, online or verbally (where you are subscribing for the services online or by telephone respectively), or on the date of completion (where you are purchasing a property in a new development). If you subscribe online or by telephone and there are any problems with your application prior to us commencing the registration process we will contact you and attempt to resolve any issues. We reserve the right to reject your request for any reason. Grounds for our rejection could include but are not limited to an unsatisfactory credit score or if your premises are found to have unsuitable metering equipment (for instance those offering half hourly metering) in the case of energy services, or, in the case of broadband services, that you do not have a BT telephone landline (we will test this for you using the telephone number given on your application) or your premises cannot be connected for any other technical reasons.

If you are subscribing for the services online or by the telephone you will have the right to cancel any or all of the services pursuant to our cancellation policy below. If you have any queries regarding this contract please contact customer services:

Telecoms

Email: customer.service@firsttelecom.com
Tel: 0845 215 1640

Energy

Email: customer.service@first-utility.com
Tel: 0845 215 5000

2 Contract Term and changes to these terms

- 2.1 The contract shall commence on the date you complete the purchase of your property (where you are moving into a new development) or on the date we receive your acceptance of our quotation in writing or online or verbally, where you are subscribing for our services online or by telephone respectively. It shall continue (unless the contract for any or all of the services is earlier terminated pursuant to clause 15.4, 15.6 and 15.7) as follows:
- (a) in the case of gas and electricity services; until written notice to terminate the gas and/or electricity services is given pursuant to clause 15, unless there is an initial minimum supply term specified in the tariff sheet or 'Contract for the Supply of Electricity' provided to you as part of our registration process (the "initial contract period"). If such a minimum period is specified then the contract shall continue for this period. After the expiry of the initial contract period (if any) the contract shall continue until written notice to terminate the gas and/or electricity services is given by either party pursuant to clause 15; and
 - (b) in the case of telecoms services, the contract shall continue until written notice to terminate the telecoms services is given by either party pursuant to clause 15; and
 - (c) in the case of services including broadband the contract shall continue in accordance with clause 9.2(a).
- 2.2 We may from time to time make changes to the terms of this contract by notifying you in writing. Where we make any variations to the terms which are to your disadvantage (including without limitation changes to the price) we will, where practicable, use our reasonable endeavours to provide you with a minimum of 10 (ten) day's notice and, subject to clause 2.3, if the change is to your significant disadvantage, you may terminate the contract in accordance with clause 15.1(b) provided that the variation to the contract is not due to misleading information you have provided to us regarding your status.
- 2.3 Where the change of our terms is in order to take account of changes to any of the industry agreements or the licence terms under which we operate or due to any changes in the law, regulations, standards or codes of practice applicable to the services or any order, judgment or direction made by the government or any other competent authority you will not have the right to terminate the contract. Such changes will come into effect as soon as you are notified of them.

3 Your obligations, our obligations

- 3.1 In the case of energy supply and broadband services, we will supply these services to your premises on condition that you terminate any existing supply contract to that premises to take effect in line with your supply start date (as defined below).
- 3.2 If you subscribe online or by telephone, we will tell you the date on which the supply of each of the services under this contract is expected to start ("supply start date"). The supply start date may differ for each service. You acknowledge that the supply start date is an estimate only, and although we will use our reasonable endeavours to ensure that the services will commence on the relevant supply start date, the supply start date is not guaranteed, and shall not entitle you to any compensation or the right to terminate the contract (or any part thereof).
- 3.3 We will not be obliged to supply the premises with more gas than can be supplied by the gas transporter or with electricity in excess of the maximum amounts you are entitled to take through the connection point.
- 3.4 You confirm that:
- (a) all information which you supply to us during the term of this contract (including, without limitation, any information with respect to tariffs, rates, EAC/AQ, breakdown of EAC/AQ by relevant time period and meters) is complete and accurate in all respects and that you will notify us immediately of any material changes to your circumstances. You will compensate us against any liability or loss we may suffer as a result of your breach of this warranty;
 - (b) you are the owner or occupier of the premises (or will be on the date that you require the services to start) and they are used for domestic purposes only; and
 - (c) (where electricity or gas services are being bought) the premises are currently connected to the local electricity distributor's network or the local gas transporter system; and
 - (d) that you are responsible for all pipes, fittings, plant, wires and cables, equipment and apparatus used in connection with the supply of the services on your side of the metering equipment and you will maintain them in good working order and safe condition at all times.

- 3.5 You must:
- (a) use the services and any equipment provided by us or on our behalf in accordance with any instructions given by us from time to time (so long as they are reasonable) and in accordance with all applicable laws, regulations, codes of practice and licenses;
 - (b) not use our service:
 - (i) in connection with the carrying out of any fraudulent, criminal or other illegal activity;
 - (ii) to send, knowingly receive, upload, download or use any material which is offensive, abusive, harassing, indecent, defamatory, obscene or menacing or in breach of copyright, confidence, privacy or any other rights;
 - (iii) to cause annoyance or needless anxiety;
 - (iv) to send or provide, or knowingly receive, responses to any spam or unsolicited advertising or promotional material;
 - (v) to knowingly or recklessly transmit any electronic material (including viruses) which causes, or is likely to cause, detriment or harm in any degree to computer systems owned by us (or any of our telecommunication or broadband operators or other internet users);
 - (vi) in a manner which restricts or inhibits any other user from using or enjoying our products or services (or those of our telecommunication or broadband operator); or
 - (vii) utilise excessive amounts of bandwidth or make an excessive number of telephone calls
 - (c) inform us as soon as possible if any of the passwords or other confidential information that we have disclosed to you becomes known to any unauthorised user; and
 - (d) in the case of services including broadband, comply with our fair usage policy and take reasonable steps to ensure that other persons using the broadband service that we provide to you also comply with this policy. A copy of this policy is available on our website or can be obtained from customer services.
- 3.6 Please note that those who provide the networks over which your calls will be carried may take action against you directly should you breach your obligations under clause 3.5(b) and (c).
- 3.7 Unless expressly agreed in writing or when you purchase the equipment at the outset, any equipment we provide related to the supply of the services (including without limitation all metering equipment, the broadband modem/router and the dialler) will remain our or our agents property and you will have no right or interest to it otherwise than as lessee. You must keep all such equipment in good working order and safe condition (fair wear and tear excepted) and undertake that you will not nor will you permit anyone to amend, modify, remove or in any way tamper with such equipment or any part of it (including without limitation obliterate, deface or cover up any plates or other identification markings on the equipment). Risk of loss or damage to the equipment will pass to you upon delivery or installation (if applicable).
- 3.8 You will indemnify us for any loss or liability we suffer as a consequence of:
- (a) your breach of your obligations under clause 3.7; and
 - (b) any damage to or interference with our equipment, the connection to the network operator's distribution system or the gas transportation system which is caused by your negligence, wilful default or breach of this contract.

4 Access to Premises

You will allow us and any of our representatives, the licensed gas transporter or the local network operator, or any other person authorised by us in connection with the supply of the services, reasonable access to install, remove, inspect, check, replace, reset, maintain and disconnect any equipment, isolate or de-energise the meters and otherwise to carry out its functions under or pursuant to this contract and any industry agreements under which we operate, in each case at your expense

Energy

5 Meters

- 5.1 By entering into this contract you agree to have your existing meter replaced with an AMR meter, where such a meter is not already installed. The installation may require a short interruption to your supply. To the maximum extent permitted by law, we will have no liability in respect of such interruption. We or our representative will contact you to agree a convenient time for the replacement of your meter. Your failure to honour this appointment by not being at the premises or not providing access will result in an abortive visit charge. An abortive visit charge will be levied on each subsequent occasion that you fail to honour a booked appointment. A list of all our charges and tariffs is available on request from customer services or can be freely accessed online through our website.
- 5.2 If, following a visit to exchange the meter, it is found that the location is unsuitable or that the signal strength is not sufficient to install an AMR meter, we will notify you in writing and transfer you to our higher default rates under clause 13.1(c) to reflect the higher cost of not using an AMR meter. In such circumstances you may end the contract in respect of gas and/or electricity services, subject to the provisions of clause 15.1, and transfer to another supplier.
- 5.3 If you wish to change any appointed agents, you must give us not less than 20 days notice in writing and any meters or meter reading arrangements must be acceptable to us. Any agents appointed by you must have the necessary accreditation and will be subject to our prior approval. If you do change any appointed agents you will compensate us for any extra operating cost or capital expenditure incurred by us as a result of the change.
- 5.4 If your electricity consumption exceeds the industry requirements for the metering equipment you will bear the cost of any necessary upgrade to the metering equipment and/or, where applicable, any new or augmented connection to the network operator's distribution system.
- 5.5 If, once the AMR meter has been successfully installed, we are required to re-visit your premises to reposition it or install any additional equipment to it in order to re-establish the connection or signal to the meter, you will bear the reasonable costs of this work.
- 5.6 For meters installed on any new connections; the supply standing charge (and any meter charge) will be levied from the date of installation, regardless of the energisation status of the connection.

6 Safety and emergencies

- 6.1 If you believe that the metering equipment may be damaged, causing or likely to cause a safety hazard you must notify us immediately. You undertake that you will not use electricity and/or gas in any way that may create any risk of damage to any property, of injury to health and safety or the interference with the efficient supply of electricity and/or gas to other consumers.
- 6.2 We, a network operator or any intermediate supplier of electricity and/or gas (at their respective discretion), may suspend the supply of electricity and/or gas:
- to avoid danger;
 - to avoid a possible breach of law, breach of any person's authorisation under the Electricity Act 1989 or breach of the Distribution Code;
 - to undertake inspection, maintenance or repair or to replace, or add to any part of, the grid supply system or your equipment; or
 - to prevent interference with the supply of electricity and/or gas, or to restore a supply of electricity and/or gas, to any person.
 - under any Act of Parliament or regulation prohibiting or restricting the supply of electricity and/or gas.
- 6.3 You shall immediately notify any escape of gas to such designated emergency contact number as notified by us from time to time. The current emergency number to be called is 0800 111999.

7 Scope of electricity supply and terms of connection

- 7.1 We do not guarantee you an uninterrupted supply of electricity, emergency or stand by capability under these terms. If this is what you require you will need to enter into a separate contract with an alternative supplier.

- 7.2 We act on behalf of your electricity distribution network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms for Connection ("NTC") and agree to keep its conditions. This will happen from the time you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from your business. If you want a copy of the NTC or have any questions about it, please write to Energy Networks Association, 18 Stanhope Place, London W2 2HH, phone 0207 706 5137 or see the website at www.connectionterms.co.uk.

Telecoms and Broadband

8 Telecoms services

- 8.1 If you sign up to our telecoms service you can make telephone calls from any telephone number which is registered with us. You can either use your current line rental provider or take line rental from us. If you take line rental from us we will provide you with an access line.
- 8.2 **Line rental**
- (a) You can obtain full details of all line rental services by visiting our website or by contacting customer services.
 - (b) We reserve the right to charge you for any of the line rental services at the rates notified to you from time to time or published on our website and your call plan may be varied accordingly.
 - (c) You may from time to time change your line rental service options but you are only entitled to do so once in any billing month. Any such changes will take effect in the billing month following the billing month in which you made the request for the change.
 - (d) If we provide you with line rental and other services and you elect to use another provider for some or all of your calls we may at our sole discretion:
 - (i) cancel your calls order with that provider;
 - (ii) bar your use of indirect access codes;
 - (iii) charge you a higher fee for your use of the line rental service (see service description); or
 - (iv) disconnect the line rental service.

In addition, we will raise the call charges in respect of calls made through another provider at the then current standard BT day time retail rate or at our then current call charge rate, whichever is the higher, for the telephone number dialled. Our 'lowest bill' guarantee or any similar offers made available by us from time to time will not apply to such calls.

(e) If the only telecoms service you take from us is line rental you are not eligible to receive 'free calls' (pursuant to clause 8.3 below), participate in the 'lowest bill' guarantee; or any such similar offers made available by us from time to time.

8.3 Free calls credit

- (a) Subject to your call plan, free UK calls are available between you and our other residential monthly billed customers. To be entitled to free calls or our 'lowest bill' guarantee you must be registered with our 'carrier pre-select' or Total Connect service at the time of billing and be calling a UK land line number also registered for our monthly billed service. You must also both have made a chargeable call in the previous billing period.
- (b) Calls can last for up to 60 minutes before reverting to standard UK charging. Free calls are not available between telephone numbers registered to the same account. We reserve the right to suspend free calls between monthly billed customers.
- (c) Free call credit is non-transferable, has no cash equivalency or redeemable value, and can only be used for making phone calls through our network/dialler. Free call credit may be withdrawn by us at any time at our sole discretion.

9 Broadband and email services

9.1 General

- (a) Any service including Broadband gives you network access to the Internet, a variety of intranet services and other applications. You can obtain full details of the broadband packages that we offer by visiting our website or by contacting customer services. Any specific terms and conditions or instructions relating to the service package that you chose will be treated as part of these terms and conditions.

(b) You must have a suitable computer and compatible cables from your telephone socket to your modem and computer. The minimum specifications are set out on our website.

9.2 Initial term and changes

(a) Your broadband contract will continue indefinitely (subject to the provisions of clause 15 below) but is subject to an initial term as set out in the tariff sheet provided to you prior to registration during which the provisions of clause 9.2, 12.2 and 15.10 will apply (the "initial term"). This initial term will start again each time you request any change to your broadband package or you transfer the broadband service to a new home.

(b) You may change your broadband package at any time, free of charge, but if you downgrade to a lower speed service within the initial term a re-grade charge will be payable to recover our reasonable set up and administration costs. If you downgrade the service after the initial term no charge will be payable.

9.3 Email

We also provide an email service either as part of the broadband package or as a separate service. Further details about our email service can be found on our website or by calling customer service.

9.4 Usage

We operate a fair usage policy to protect the quality of service to our customers. If we believe your use of the broadband service is adversely affecting our network (or any part of it) or our other customers we reserve the right to manage or regulate your usage in accordance with the fair usage policy. This can be viewed on our website or a copy can be obtained from customer services.

10 Dialer, modem and software

10.1 Dialler

(a) Unless the 'carrier pre-select' service has been enabled, calls made from any phone not plugged directly into our dialler will route to whoever is providing your line rental service.

(b) In the unlikely event that the dialler should become faulty and calls routed and charged by your line rental provider you will not be entitled to any compensation.

10.2 Modem and broadband package

(a) We will supply you with a broadband connection pack comprising a modem or router plus two filter devices, cables and installation CD where relevant. We will charge you a one-off fee for the modem or router. A list of our current fees is available on our website.

(b) You must use the software on the installation CD solely for the purpose of receiving the broadband service. You must not make any copies or modify our software in any way without our permission. You are responsible for the installation of any updates of such software that we may provide.

All Services

11 Faults, maintenance and technical support

11.1 Telecoms

(a) If there is a fault with either your line or the telephone connection, please contact customer services. We will arrange for the repair and maintenance of your line and telephone connection. If our telecom service is not available at least 99% of the time (in any given month), you will be entitled to claim service credits relating to your telephone line and connection subject to clauses 11.1(e) and 16. You acknowledge that your claim to service credits shall be the only liability we have for any failure to provide you the services. Any claims you make for back charges under this clause must be made within 6 (six) months from the date such charges were incurred. If an engineer visit has been arranged at a time pre-confirmed by you and the engineer is not able to access your property, you shall be charged for this abortive visit, and any such charges will be added to your bill. An abortive fee will also be payable if we reasonably believe that the fault is due to your act or omission or to your own equipment. We reserve the right to bill you for a non-subscription based event, including without limitation, one off charges such as an engineer visit, new line installation, or phone book purchase and these charges may be levied on you up to six (6) months after the relevant non-subscription based event has taken place.

(b) If you are on our "standard care" line rental service plan and you inform us of a fault, any fault raised between 8am-5pm GMT/BST Mondays to Fridays, will be responded to within 24 hours.

We will endeavour to resolve any fault by midnight of the following working day from when you register the fault with us, unless an engineer visit is required. Any fault raised or reported outside of these hours will be treated as if it had been reported at the beginning of the next working day.

(c) We will use our reasonable endeavours to ensure that our engineers keep any scheduled appointment with you at all times.

(d) Service credits may be available if we fail to repair a non-appointed fault on time, or we fail to keep our appointment with you. In these circumstances you may be entitled to claim up to 35% of your monthly line rental charge (this is for your line rental subscription only and does not include any charges relating to your calls). If your claim is successful, the amount you receive will be credited to a later bill. The maximum service credit claimable is £100.00 per line per annum.

(e) You will not be entitled to service credits, or any other form of compensation, in the following circumstances:

- you have not reported the fault to us within one (1) month of the failure giving rise to the compensation and have not claimed the compensation within six (6) months of the failure giving rise to the compensation;
- the failure is due to a fault outside of our network (for example but without limitation, a fault with the public internet);
- the damage or fault was caused by your wilful act or negligence;
- we suspend your service in accordance with clause 14 or you are in breach of any part of the contract;
- through no fault on our part we are unable to carry out any necessary work on your property because we are unable to gain access to your property, we are unable to agree an appointment date, the work is aborted, or we require information or assistance to provide the service but are unable to gain this information or assistance from you.

(f) We will aim to give you at least 5 days' notice before carrying out any maintenance of the telecom service that may affect you. We will aim to correct any defect or default in the services that you notify us of as soon as possible.

11.2 Broadband

We will provide you with support for the broadband service and any modem/router that we have supplied to you. If you experience a problem, you can report it by telephone **0845 215 1650** or email **broadband.support@firsttelecom.com**. You are responsible for all call charges that you incur whilst making calls to us. Once you have notified us of a fault, we will do our best to resolve the problem as quickly and efficiently as we are able. Where a fault affects all of our customers or the broadband service becomes generally unavailable we will let you know by putting up a notice on our website.

11.3 Energy

(a) If you dispute the accuracy of the metering equipment and give us 14 (fourteen) days written notice, we will carry out accuracy tests. If the relevant metering equipment is found to be within the acceptable limits of error prescribed by the industry agreements under which we operate (which currently are 2.5% fast and 3.5% slow) you will bear the cost of the test, if it is not the cost shall be borne by us, along with that of replacing or recalibrating the meter.

(b) You shall pay to us or we shall refund you for electricity or gas supplied and not registered or incorrectly registered, an amount calculated by us which shall be based, so far as can be reasonably ascertained, on what you would have been charged had the metering equipment not been defective.

12 Moving home

12.1 Telecoms

(a) If you move house you must contact us not less than 14 (fourteen) days prior to moving with your updated address details, the new telephone number on which you want the service to be activated (if applicable). Failure to do so may result in a restriction or suspension of the telecoms service. Call plan fees will be re-calculated accordingly.

(b) If we are requested to move your line we will, unless otherwise requested, endeavour to retain your existing telephone number. Installation of the new line in the property you are moving to or any additional new line will attract new line connection charges and a new 12 (twelve) month contract. We may also charge you for moving the existing line to your new property as well impose as a 3 (three) month minimum contract period. Details of these charges can be obtained from customer services.

(c) Please note that in the cases where you have been allocated or chosen to obtain a new number then, unless our 'carrier pre-select' service has been activated on that new number, all calls made on your new number will be billed by us at a higher rate which will be the applicable rate from time to time at the time of the call as specified in our price list which appears on our website.

12.2 Broadband

You must let us know immediately if you are moving home or change the telephone number of your BT telephone landline to which you connect to the broadband service. You may be able to transfer the service to a new BT landline or new premises if you wish to do so. Such changes will be free of charge but will be subject to the provisions of clause 9.2 and 15.10. If you move home or change your telephone number and do not wish to transfer the broadband services your contract with us will continue until it is ended in the way set out in clause 15 below.

12.3 Energy

(a) If you move you must give us at least 48 hours notice or we will continue to charge you until you tell us you have moved or we next read the meter or a new occupier/owner takes over our services.

(b) If you move house your account reference with us will not change unless you request it and terminate the contract with us pursuant to clause 15.1(d). We will add the balance from your previous address to the account.

13 Pricing

13.1 Telecoms

(a) In consideration for receiving the telecoms services, we will invoice you for all calls made in accordance with your call plan, our published price list for the service and our call records.

(b) A fixed monthly package fee (where applicable) will be charged in advance, a pro-rata sum will be charged on your first bill to cover the period from the activation of the service to the end of the first billing period.

(c) The call charges will be billed monthly in arrears, and charges are calculated in accordance with your current call package. If you take a line rental service from us we will bill you monthly in advance for this service, a pro-rata sum will be charged on your first bill to cover the period from the activation of the service to the end of the first billing period.

(d) Where packages include inclusive minutes, which apply to call types up to a monthly limit, unused inclusive minutes (call minutes) cannot be carried forward from one month to the next. Free minutes are only available for voice (not data or internet) calls and cannot be used for premium rate, international, mobile or non geographic numbers (unless specifically stated in your call plan).

(e) If, at any time, your usage of the telephone service does not match with that reasonably expected of a residential customer, you will:

- (i) no longer be considered a residential customer;
- (ii) have your access to any inclusive call plans/'lowest bill' guarantees and other similar offers suspended in accordance with the terms of this contract, and
- (iii) be charged and billed in accordance with the extent of your usage. We will inform you before we start charging you in accordance with our then applicable standard tariff under this contract.

13.2 Broadband and email

You will pay to us the appropriate charges for your use of the broadband and email services that may apply at the time you subscribe. Our current charges set out on our website or are available on request from customer services. We will collect the first payment from you shortly after the date on which the broadband service is made available to you. We will then collect payment on a monthly basis.

13.3 Energy

(a) In consideration for receiving the supply of electricity and/or gas at the premises you will pay us our charges. Our rates are detailed in the tariff sheet or in the email confirmation provided to you as part of the registration process but may be amended from time to time in accordance with clause 2. A list of all charges is also available on request from customer services or can be freely accessed through our website.

(b) Our published rates apply only where an AMR meter is installed at your premises and provided you pay us by direct debit. If we are unable to install or make use of an AMR meter at your premises for any reason, we will transfer you to a higher default tariff.

(c) Any instances under our terms & conditions where we are required to impose default rates on Domestic contracts/tariffs will be reflected by the levying of the higher of;

- (i) 20% increase on the standing charge and unit rates for a 1 year contract at the time that default rates are applied or;
- (ii) 20% increase on the current contracted standing charge and unit rates for the remaining period of the original contract or the applicable tariff.

(d) The amount invoiced will be based on an actual read taken on the last day of each calendar month. Reasonable endeavours will be made to obtain an actual read on this day, or failing this, an actual read at a day either side of the last day of the month will be used. In the unlikely event that no actual read can be obtained for these 3 (three) days, an estimate will be made based on the last actual read and the actual data history and you shall pay such estimated charges until actual data is available. Where estimated invoices are used then an adjustment shall be made as soon as possible to correct any under or over charging.

(e) For those customers on supply with us and are awaiting a smart meter installation date the amount invoiced will be based on an actual read where one has been provided to us within 5 (five) days of the end of the billing month. In the absence of an accurate meter read the invoice will be estimated based on historical data submitted to the industry.

(f) If a meter is not read immediately before the relevant supply start date and we are unable to install an AMR meter at supply start date, then we may estimate your initial supply period based on historical consumption data and/or meter readings provided by your previous supplier until an AMR meter is installed.

(g) If a meter read is not submitted to us on the supply start date we reserve the right to levy a reasonable fee. Details are available on our website or from our customer service team.

(h) You will be responsible for the payment and keep us indemnified against any tax, duty, levy or impost of any nature whatsoever (other than corporation tax or other tax of a similar nature replacing corporation tax on our profits or gains) which may be charged levied or imposed on us or on the provision of the supply of goods and services (including the supply of electricity and/or gas) by us to you under this contract including (without limitation) Value Added Tax, the Renewable Fuel Obligation, climate change tax or levy, carbon tax or levy or other similar environmental taxes.

(i) The gas AMR device transfers readings via the electricity meter and the removal of the electricity contract precludes us from using this device when we are no longer the electricity supplier. If you terminate the supply of electricity services and you are also a gas customer your attention is drawn to clause 15.5.

(j) Our charges consist of charges for energy supply as well as charges for providing you with details of your energy consumption data via your account on our website. As we are the operator of the GPRS link running from your AMR meter we are able to continue providing you with this data even after your energy contract with us has ended and we are no longer your registered supplier. If you do wish to continue having access to this data after your energy supply contract has ended you must notify us in writing and continue paying our AMR service charges details of which are available on request from customer services or through our website.

(k) In relation to a supply of gas where the gas transporter is not the gas transporter whose transportation charges our prices are based on, you will also pay the additional amount (if any) notified as being payable in these circumstances.

(l) Where you provide incorrect data or the data provided proves to be incorrect such as your EAC/AQ or breakdown of EAC/AQ by relevant time period then we reserve the right to amend the charges.

(m) Where we are required to involve Revenue Protection due to potential fraudulent practice in obtaining our services, we shall be entitled to recover all cost involved with such visits should the case against the you be established.

14 Billing and payment

- 14.1 We will send you one monthly bill covering all services under your contract with us. It will be produced and sent to the billing address provided by you normally within 4 (four) days of the meter read, with the direct debit based on this value and taken typically within 3 (three) days of the invoice being made available. You must pay us by direct debit unless we agree otherwise in writing or you are an existing customer and we have already agreed a different payment method. Where you do not pay us by direct debit we may levy a reasonable monthly administration charge of up to £10 per account per month. In addition we reserve the right to levy a reasonable fee for the production of a paper bill.
- 14.2 Customers on supply with us awaiting a smart meter installation date will normally be billed within 5 (five) days of submitting an end of month meter read, or on the second working day of each month where a meter read has not be submitted.
- 14.3 Where we fail to collect payment (other than as a result of our own act or omission) we will charge you, and you will be liable for, interest on the sum due 28 (twenty-eight) days after we sent the original bill according to the Late Payment of Commercial Debts (interest) Act 1998.
- 14.4 If you let us know that you are having difficulty paying then we will attempt to help you in line with our codes of practice available from customer services on request.
- 14.5 We reserve the right to demand from you a reasonable deposit (or other form of security) for the payment of the charges under this contract. If we do, then we shall seek to agree with you any additional special terms we require to cover the provision of such deposit. In addition, if you fail or score low on the credit checks we carry out as part of our registration process we may set a credit limit on your account. Notwithstanding any other provisions in the contract, if you exceed this credit limit or, having a credit limit, do not pay all or any part of our charges, we may discontinue any or all of the services, in the case of energy services in line with our Energy Disconnection Policy (a copy of this is available on our website or on request from our customer services), or put a load limit on your energy supply, in each case without prior notice.
- 14.6 If you do not pay our invoices as agreed we can insist that you pay through another method (such as through a prepayment meter), which may attract higher charges. If we provide you with a credit facility via your current AMR meter (a prepayment meter) or have to install a prepayment facility meter, you will bear the reasonable charges for this.
- 14.7 If you reasonably dispute any amount in an invoice you must notify us with full details of the invoice and the reason for your dispute no later than 3 (three) days before the payment is due. You and we shall try to resolve the dispute as soon as reasonably practicable. However, in the meantime you must pay on the due date for payment, the full amount of the invoice. Once the dispute is resolved any amount due by you to us shall be paid within 10 (ten) days and any amount due from us shall be credited to your account within 10 (ten) days. We may, when it is considered reasonable to do so and at our sole discretion, apply a charge to recover any costs we may have incurred in investigating a payment dispute or other query initiated by you including, but not limited to, the provision of duplicate consumption data and documents.
- 14.8 If you pay your account by cheque, credit card or direct debit and your bank or credit card company refuses to make payment or you cancel your payment instruction, we reserve the right to charge you for any bank charges, approved financial institution fees and/or other extra administration costs that we incur as a result. In addition if you take a line rental service from us your calls service will be suspended and Indirect Access Call Barring (IACB) will be applied to your account and you will cover all setup costs associated with this activation together with all monthly charges that we incur as a result.
- 14.9 In the event of non payment by you, any costs we incur for debt collection, tracing and investigations and legal proceedings and any costs associated with suspending or ceasing any of the services will be added to the outstanding balance. Furthermore, any cheques returned from your bank, for whatever reason, will be charged at £5.00 per cheque.

15 Ending this contract and suspending the services

- 15.1 You can end the arrangements to have any of the services supplied at your premises (subject to clause 15.11) by giving us notice in writing quoting your contract number (note you must give notice in relation to each individual service that you have requested):
- (a) in accordance with our cancellation policy (available on request from customer services) which is in line with the Consumer Protection (Distant Selling) Regulations 2000, as amended;
 - (b) subject to clause 2.3, within 10 (ten) working days of being told of any proposed change to your terms (including price) which is to your significant disadvantage. For electricity & gas this must be followed by notification from the new supplier under the MRA within 15 (fifteen) working days that they will begin to supply the premises within a reasonable period of time;
 - (c) except in the case of telecommunication and broadband services, at least 2 working days before you want this contract to end, if you are permanently leaving the premises;
 - (d) at least 28 days before you want this contract to end, however, please note that:
 - (i) in the case of gas and energy services the contract will end no earlier than 28 (twenty-eight) days after the expiry of the initial contract period (if any such period is specified in the tariff sheet) and in order for such notice to be effective you must first agree a contract with an alternative supplier to commence from the date you want this contract to end; and
 - (ii) in the case of telecommunication and broadband services, our provider may charge us a termination fee, which we will be entitled to seek to be reimbursed from you.
- 15.2 When we have received notice under clause 15.1, we shall prepare a final bill or statement for you. In the case of energy supply, we may need to get a final energy meter reading before we can do this.
- 15.3 If you do not give us proper notice under clause 15.1, this contract will remain in force and you will continue to be liable for all charges at first:utility default rates until the contract ends. If you have permanently left the premises, this will usually happen two working days after you give us notice or when a new owner or occupier moves into the premises.
- 15.4 We are entitled to end this contract and/or discontinue any or all of the services to your premises in the case of energy services in line with our Energy Disconnection Policy or immediately by giving you notice if:
- (a) you do not pay any security deposit or all or any part of our charges (that are not genuinely in dispute) when due under these terms and in the case of energy supply it is not safe or practicable to fit a prepayment meter to collect the debt and future charges;
 - (b) you commit a serious or repeated breach of this contract (for example, if we reasonably believe that you have stolen energy, broadband or telecoms services or deliberately interfered with a meter, dialler or any other equipment or part of thereof which may affect the services);
 - (c) you are declared bankrupt, or any formal steps are taken to have you declared bankrupt or any other form of insolvency proceedings are initiated against you;
 - (d) you are no longer the owner or occupier of the premises;
 - (e) An energy telecoms or broadband regulator directs another supplier, instead of us, to supply your premises or your supply of energy is required to be cut off under any of the energy industry arrangements under which we operate;
 - (f) there is a risk of danger to you or other members of the public if the supply is continued;
 - (g) circumstances occur which are beyond our reasonable control and which result in us being unable to perform our obligations under this contract; such circumstances would include without limitation the acts or omissions of any other telecoms or broadband service provider, energy supplier, electricity distributor, gas transporter or shipper;
 - (h) in the case of telecoms services, if in any period of one calendar month you do not make at least £1 worth of calls using the service;
 - (i) we cease to be party to any of the industry agreements under which we operate;
 - (j) in the case of energy services, if the relevant agent is not appointed in respect of each supply point at your premises;
 - (k) you fail or score low on a credit check that we carry out once the contract is already in force;
 - (l) you disconnect your telephone landline or change to a non-BT telephone line; or
 - (m) you are still within an existing contract with another supplier for electricity or gas services.

- 15.5 If we supply you with both electricity and gas and you terminate the electricity contract, we reserve the right from the day following the last electricity supply date to either terminate the gas contract between us, or place the gas contract onto a higher default tariff.
- 15.6 Each of us may end this contract immediately if we are no longer licensed to supply energy or provide telecoms services at your premises.
- 15.7 Ending your contract will not affect any rights and obligations which arose before that contract came to an end or which are stated in that contract to take effect or to continue after that date, or the right to claim damages for losses whenever they occur provided they arise out of an event occurring on or before termination of this agreement. In addition, clauses 3.4(a), 3.8, 4, 13.1(h), 15.7, 15.8, 16, 17, 19 and 20 shall survive termination as well as any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.
- 15.8 At the end of this contract you must immediately pay us all undisputed sums owing and return, at your own expense, any equipment that you may have which has been supplied by us or our representative in connection with the provision of any of the services and provide us with a forwarding address.
- 15.9 Notwithstanding any provision in the contract this contract will not end until you make arrangements with another supplier. If notice to terminate the contract is served but you continue to take energy or any other service at the premises then you will be liable to pay us for that supply at our higher default rates under clause 13.1(c).
- 15.10 Where you end the contract for broadband services prior to the initial term or end it outside the initial term but do not request and use a migration access code, we will charge you an early termination fee to cover our costs described in clause 15.12. This fee will not apply where you transfer the broadband services to new premises (even if these cannot be connected due to geographic or technical reasons) or if you change your broadband package or if the contract is terminated pursuant to clause 15.1(a) or 15.1(b).
- 15.11 Where you end the contract for telecoms services prior to the initial contract period (if any) we will charge you an early termination fee. This will be the amount of the total monthly fees that you would have had to pay up until the end of the minimum contract term.
- 15.12 If the contract for energy services ends prior to the initial contract period (if any) we will charge you an early termination fee as set out in the tariff guide. This fee will not apply where the contract is terminated pursuant to clause 15.1(a) or 15.1(b).
- 15.13 The fees in clause 15.10 and 15.11 represent our net up front costs in setting you up as a customer (including without limitation, in the case of broadband the cost of the modem/router provided to you, if any and, any cancellation charge we have to pay our network provider and any associated administrative costs in the case of energy services, the costs of the AMR meter). We will use our reasonable efforts to reduce such costs.
- 15.14 If you are being provided with more than one service by us, ending one service will not automatically end the contract for the other services at our discretion.
- 15.15 **Suspension of services**
We may suspend any of the services in the following circumstances without liability to compensate you and without prejudice to any other rights and remedies we may have:
(a) to comply with any law, regulation, court order or request/order/direction/determination/consent by or of a governmental or regulatory body or authority;
(b) in order to carry out any emergency maintenance or report, which include any necessary action to prevent interference with, damage to, or degradation of our or our telecommunication provider's network;
(c) we suspend service to carry out any planned maintenance or upgrade to our, or our telecommunication provider's, network;
(d) we suspend service to eliminate any hazardous conditions;
(e) we reasonably suspect fraudulent or unauthorised use of the services;
(f) if you are in breach of any part of the contract including without limitation paying us all undisputed amounts due.

16 Liability

- 16.1 The full extent of our liability to you is as set out in these terms and conditions. We have no other duties, obligation or responsibilities to you and we exclude all warranties and conditions implied by law or otherwise and any liabilities that arise from them so far as is permissible by law.
- 16.2 We will not be liable to you for any event or circumstance beyond our reasonable control, including without limitation any act or omission of any other telecommunication or broadband operator, energy supplier, electricity distributor, gas transporter or shipper or the failure of their equipment including access lines, the distribution system, or delay or failure in manufacture, production or supply of equipment by third parties.
- 16.3 We are not liable to you in any way for loss of income, business or profits, data, use of services, any special, indirect or consequential loss, or for any loss or damage that was not reasonably foreseeable at the time you entered into this contract. In addition, we will not be liable to you for any loss which you sustain as a result of your liability to any other person (howsoever it arises).
- 16.4 To the extent that our liability to you is not altogether excluded by this clause 16, and subject to clause 16.5, our liability to you will not exceed £1,000 for any one event or a series of connected events.
- 16.5 Nothing in these terms will exclude liability for death or personal injury caused by negligence and liability to you arising from a breach by us of our statutory duty under Part 1 of the Consumer Protection Act 1987, or any other liability which cannot be excluded or limited by the applicable law.
- 16.6 Nothing in this contract shall prejudice or affect our rights, powers and obligations under our energy supply licences or legislation applicable to the services and our performance of our obligations under our energy supply licences or applicable legislation will not constitute a breach of this contract.
- 16.7 This clause 16 shall survive the termination of this contract.

17 Data protection

- 17.1
- You agree that any personal information you provide may be used by us and our agents and contractors for the purposes of supplying you with energy, telecoms or broadband services, billing and maintaining your account. You also consent to us sharing data with:
 - other businesses that operate in the energy and telecoms and broadband markets, such as our replacement supplier or service provider, meter readers and distribution network operators;
 - licensed credit reference and debt collection agencies, governmental and other appropriate authorities to help us to make credit decisions about you, to prevent fraud, to check identity and to prevent money laundering. These organisations may record any searches on file, and this information may be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors. We may also disclose details of how you conduct your account to such organisations;
 - our approved partners who will use this information solely for the purpose of administering and improving the customer relationship with us. If you do not wish to consent to these matters, please let us know by e-mail to: customer services and your details will be removed from any third party communication.
- 17.2 We may use the information you have given to us to make checks with our credit checking agency to confirm your identity as part of our registration process or, where this is not possible, after the contract is already in force. The credit checking agency will check any details we disclose to them against any database (public or private) to which they have access and will keep a record of that check. The credit checking agency will also retain this information and may use it in the future to assist other companies with identity verification. We reserve the right to retain this information for any ongoing credit checking requirements. This helps us to protect you and us from fraudulent transactions. In the event that your registration is not accepted, we may contact you to offer an alternative payment method or service.

- 17.3 The Contract also allows First Utility to act on your behalf to resolve any issue arising with your old supplier, should they decide to object to the registration of your MPAN(s) or MPRN(s).
- 17.4 Our privacy policy is available on request through our registration process or can be freely accessed online through our website.

18 Complaints

- 18.1 We endeavour to provide the highest quality of service and our Guaranteed Service Standard is a guarantee of this. A copy of our Guaranteed Service Standard is available from our customer services team or via our website.
- 18.2 **Energy**
- (a) If you have any complaints about the service then please contact customer services on **0845 215 5000**.
- (b) All complaints will be responded to in writing within 10 (ten) working days. If we do not respond in writing within 10 (ten) working days to tell you that your complaint is being worked on you are entitled to financial compensation of £20. This will be paid within 10 (ten) working days.
- (c) If you feel dissatisfied with the way in which we handle your complaint you can seek independent advice from Consumer Focus on **020 7799 7900**.
- 18.3 **Telecoms**
- (a) If you have any complaints about our service then please contact customer services on **0845 215 1640**.
- (b) If you feel dissatisfied with the way in which we handle your complaint you can seek independent advice from Ofcom on **0300 123 3333**.

19 Other terms and conditions

- (a) These terms and conditions, the pricing information, any special terms and conditions relating to an offer or promotion, and any other documents referred to in them set out the whole contract between you and us. To the extent that there is any inconsistency between these conditions and any terms and conditions relating to an offer or promotion the latter will prevail.
- (b) We may assign all or any of our rights (including the right to recover unpaid charges) and liabilities under the contract and sub-contract any of our obligations under the contract, in each case without your prior consent. Your rights and duties under this contract are personal to you, and you are not entitled to transfer the benefit or burden of this contract to another party without our prior written consent.
- (c) If we are registered with the local metering point administration service as the supplier responsible for the energy supply for the premises all energy passing through the premises will be deemed to be on the terms of our contract even if you have a contract for the supply of energy with another supplier.
- (d) Both parties shall take all reasonable steps except when otherwise required by law to keep confidential the contents of the contract and, if applicable, any information concerning the other party's business.
- (e) We may monitor and record our communications with you (including telephone conversations and emails) to confirm your identity, ensure security, help maintain service quality and for training purposes.
- (f) All communications under this contract must be in writing and sent by email, facsimile, first class letter post or by hand to the recipient's registered office or, in the case of a consumer, principal residence address. Any email notification sent to you shall be deemed to be received one day after sending, unless we have received a message by return that our email has failed to deliver. Any facsimile shall be deemed received upon acknowledgement by the addressee's facsimile receiving equipment, unless such acknowledgement occurs after 1700 hours on any business day, in which case receipt shall be deemed to have occurred at 0900 hours on the next business day.
- (g) No delay, failure or omission on our part to enforce any right or remedy arising under any provision of this contract is to be taken as a waiver of such right or remedy or as operating to prevent any later enforcement of it.
- (h) If any provision in this contract is held to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this contract and the enforceability of the remainder of this contract shall not be affected.

- (i) If the customer comprises more than one person, each person will be jointly and severally liable to us. This means that we may at our option take action against any one or more of the persons comprising the customer.
- (j) Unless expressly provided in this contract, no express term of this contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it.
- (k) Where the services are provided in England and Wales the contract will be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. Where the services are provided in Scotland the contract will be governed by the laws of Scotland and the parties irrevocably submit to the exclusive jurisdiction of the Scottish courts.

20 Deemed Contracts

- 20.1 A Deemed Contract will apply to any supply point registered without a contract being in place, for example a change of tenancy or an erroneous transfer.
- 20.2 When taking supply under a Deemed Contract a customer will be charged in line with the first:utility Deemed Contract rates, which are available on request.
- 20.3 These Deemed Contract rates will not apply if within 28 (twenty-eight) days of taking supply the Customer agrees to a contract offered by first:utility. In this circumstance all rates from the date of taking supply will be charged at the new contract rates.
- 20.4 Any Deemed Contract rates can be revised at any time without notice.

21 Services

- 21.1 In line with the Consumer Protection (Distance Selling) Regulations 2000 you can cancel any or all of the services that you order via our website or by telephone within 7 (seven) working days of the day after your order was accepted provided we have given you the required information on or before the day the contract was concluded.
- 21.2 If we provide the required information after the contract is concluded but within three months of the day after the contract is concluded, your right to cancel continues until 7 (seven) working days after the information was given.
- 21.3 Different rules apply where you agree that the services should start before the end of the usual cancellation period. In such circumstances your right to cancel ceases once the services start.
- 21.4 However, if we have not supplied you with the required information until after the supply start date but have done so within 3 (three) months, your right to cancel will last until 7 (seven) working days after the day on which you have been given such information.
- 21.5 Your right to cancel is completely extinguished after three months and 7 (seven) working days of the day after the contract was concluded. This applies whether or not you have agreed that we can start the services and whether or not we have provided you with the required information in writing. You should send any notice of cancellation in writing to **customer.service@first-utility.com**. Please give full details of the order, including any order reference number we have given you.
- 21.6 Where you cancel a service in accordance with this cancellation policy we will only charge you for any services actually used by you.

22 Goods

- 22.1 In line with the Consumer Protection (Distance Selling) Regulations 2000 you can cancel your order of any goods purchased via our website or by telephone within 7 (seven) working days of the day after the one on which the goods were received, provided we have given you the required information no later than the day the goods are delivered.
- 22.2 If we provide the required information after the goods are delivered but within three months of that date your right to cancel continues for 7 (seven) working days from the day after the required information was given.
- 22.3 Your right to cancel is completely extinguished after three months and 7 (seven) working days from the day after the day the goods are received. This applies whether or not we have provided you with the required information.

- 22.4 You should send any notice of cancellation in writing to **customer.service@first-utility.com**. Each notice should contain full details of the order, including any order reference number we have given you.
- 22.5 Where you cancel an order in accordance with these terms and conditions, we will refund to you any sums paid for the goods within 30 (thirty) days of receipt of your cancellation. We may, however, deduct any reasonable costs that we incur directly as a result of recovering the goods.
- 23 Definations and interpretation**
- 23.1 The words and expressions used in this contract have the following meanings:
- Agent:** any person appointed by you or us to read, provide and/or maintain metering equipment or as a meter operator, data collector, data aggregator, meter asset provider or meter asset manager.
- AMR:** Automatic Meter Reading, a type of meter that can be read remotely without having to physically visit the site to obtain a read also known as a SmartMeter.
- AQ:** the annual quantity in the case of gas supply.
- Contract or Agreement:** these terms and conditions, any schedules and appendices to it, any pricing information and any document referred to in them, and any other document in agreed form.
- EAC:** estimated annual consumption in the case of electricity supply.
- Gas transporter:** licensed gas transporter for the time being or any other third party licensed, appointed or accredited to provide transportation and where no Agent has been appointed Metering services to us.
- Initial term:** has the meaning set out in clause 8.4(c).
- MPAN:** Meter Point Administration Number. An MPAN is a unique number to the property. It is found on the electricity bill issued by your supplier.
- MPRN:** Meter Point Reference Number. Every property in the the UK that has a mains gas supply has an MPRN and in some circumstances more than one. The MPRN is unique to the property and does not change if you change supplier.
- MRA:** Meter Registration Agreement. This is an agreement required under the Distribution Systems Operator (DSO) licence known as the Meter Registration Agreement which sets out the services to be provided by Meter Registration System Operator.
- Network operator:** the local electricity distribution system operator(s) responsible for the distribution of electricity and grid supply system in the areas in which the premises are located.
- Network provider:** the telecom operator providing the line connected to your premises National Terms of Connection or NTC has the meaning set out in clause 7.2.
- Premises:** those premises (including any part of any land or buildings or structure) which you have requested us to supply with the services pursuant to this contract.
- Supply start date:** the date which we tell you that the service(s) are expected to start pursuant to clause 3.2.
- We and Us and Our:** in the case of energy services refers to First Utility Limited (company number: 05070887) whose registered office is at 19 South Audley Street, London W1K 2NU, UK and in the case of telecoms and broadband services refers to First Telecommunications Limited (company number:) whose registered office is at 19 South Audley Street, London W1K 2NU, UK.
- Website:** [in the case of energy services] **www.first-utility.com** and [in the case of telecoms and broadband services] **www.firsttelecom.com**.
- You and Your:** refers to each customer or all customers collectively who are receiving any of the services under this contract whose names and addresses appear on the order form or website registration page, as applicable.
- 23.2 References to 'energy' should be read as gas, electricity or both, and references to 'services' should be read as residential gas, electricity telecoms or broadband services or any or all of them, depending on the options you have chosen

Useful Numbers

Energy

Customer Service: 0845 215 5000

Billing: 0845 215 5000

Gas Leak: 0800 111 999

Loss of supply: 0800 052 0400

Telecoms

Customer Service: 0845 215 1640

Billing: 0845 215 1640

Top up and Talk package 0845 215 1639

Broadband fault reporting: 0845 215 1650

If you have any queries or require further information simply call 0845 215 5000 or visit www.first-utility.com