

# Domestic Terms and Conditions

## Energy and telecoms supply terms (domestic)

### ALL SERVICES

**WARNING:** Your attention is drawn to clause 17, Data Protection, which sets out the way in which we may use your personal data and the people we may disclose it to. If you do not wish us to disclose your personal information to our approved partners as referred to in clause 17.1 please contact customer services on 0845 215 5000 if you are a utilities customer or 0845 215 1640 if you are a Telecoms customer.

#### 1. Introduction

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.**

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 on reasonable grounds. Reasonable grounds for our rejection could include but are not limited to your premises being 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 over 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:

first:telecom	first:utility
Email: <a href="mailto:customer.service@firsttelecom.com">customer.service@firsttelecom.com</a>	Email: <a href="mailto:customer.services@first-utility.com">customer.services@first-utility.com</a>
Tel: 0845 215 1640	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) 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 15.1, 15.4 or 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).

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- 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 significant disadvantage or we change our prices we will notify you at least 30 calendar days in advance of the change or variation taking place, and, subject to clause 2.3, if the change in the terms relates to energy and is to your significant disadvantage or the price increase is unacceptable to you (a "Relevant Change"), 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.
- 2.4 The Relevant Change referred to in clause 2.2 will not take effect if:
- (a) you notify us on or before the effective date of the change referred to in condition 2.2 that you are terminating your contract with us for the supply of electricity and/or gas (whichever one the change relates to); and
  - (b) within a further 15 working days we receive notification from the new supplier that they will begin supply to your premises within a reasonable period of time; or
  - (c) if you have outstanding charges for the supply of such electricity or gas and we have notified you of our intention to prevent you from transferring to another electricity or gas supplier, in respect of electricity or gas you pay us the amount of those outstanding charges within 30 working days of that notice.

### 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. If you supply us with inaccurate or incomplete data and do not rectify that data and we suffer liability or loss which we could not have avoided by reasonable means you will be liable to us for that loss;
  - (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;

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- (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 operator 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 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 and be liable to 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, read, 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. In the event that we are required to obtain a warrant to gain access for the above purposes, we reserve the right to recover our reasonably incurred costs from you. A Summary of charges relevant to you is available online under the "Help and Advice" page of our website or on request from customer services.

### ENERGY

#### 5. Meters

- 5.1 If you have selected a Smart metering tariff or prepayment tariff you are entering into a contract 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 may result in an abortive visit charge. An abortive visit charge may be

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- levied on each subsequent occasion that you fail to honour a booked appointment and fail to give us at least 48 hours notice of cancellation of the booked appointment. A Summary of charges relevant to you is available online under the "Help and Advice" page of our website or on request from customer services.
- 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, at our discretion, arrange for your meter to be read via a pedestrian meter reading, however, you will be liable to pay the additional metering charge found on your bill to cover the costs related to your existing meter.
- 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. We will notify you in writing of any such cost.
- 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.
- 5.7 We may ask you to pay for your gas or electricity (or both) by means of a prepayment meter. This may happen if: a) we have reached an agreement with you for you to repay any outstanding debt by means of a prepayment meter, or b) we can avoid disconnecting your gas or electricity (or both) by installing a prepayment meter. In both cases, a prepayment meter will only be installed at your property if it is both safe and reasonably practicable for us to do so.

### 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;
  - to prevent interference with the supply of electricity and/or gas, or to restore a supply of electricity and/or gas, to any person; or
  - under any Act of Parliament, regulation or order 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

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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](http://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) bar your use of indirect access codes;

(ii) charge you a higher fee for your use of the line rental service (see tariff guide); or

We will notify you in advance of which action we are going to take.

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), or 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 and if we do so we will notify you as soon as reasonably practicable.

(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 and if it is withdrawn we will notify you as soon as reasonably practicable. In addition if you terminate your contract with us, we reserve the right to withdraw your free call credit from the date you notify us up until you change supplier

#### 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 rights to end it in clause 15 below) but is subject to an initial term as set out in the tariff sheet provided to you prior to

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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. Dialler, 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 on 0845 215 1640. 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 six (6) 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. The amount of the charge is shown on our website and this information is available from customer services. An abortive fee will also be payable if 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.

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- (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. Details of how to claim are available on our website and from customer services.
- (e) You will not be entitled to service credits, or any other form of compensation, in the following circumstances:
  - (i) 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;
  - (ii) the failure is due to a fault outside of our network (for example but without limitation, a fault with the public internet);
  - (iii) the damage or fault was caused by your wilful act or negligence;
  - (iv) we suspend your service in accordance with clause 15 or you are in breach of any part of the contract;
  - (v) 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 by you or with your agreement, 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 1640 or email [broadband.support@firsttelecom.com](mailto: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 twelve (12) month contract. We may also charge you for moving the existing line to your new property as well impose as a three (3) 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.

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### 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 are moving home you can terminate this contract in accordance with clause 15.1(c) and, in any event it will end in accordance with clause 15.7. You are liable to pay for all supplies of electricity and gas until the date that this contract ends and so you should tell us as soon as possible if you are moving or have moved home.
- (b) If you move home 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.
- (f) Where First Telecom's packages include an annual discount or credit amount, the discount or credit due will only be applicable to the first year's service unless otherwise stated at the time of registration.

### 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.
- (b) Our published smart metering tariff rates apply only where an AMR meter is installed at your premises and provided you pay us by direct debit.
- (c) Customers on a tariff without a smart meter or prepayment meter will receive an email during the last week of the month to request a read. If this read is validated in accordance with industry processes, the amount invoiced will be based on the actual read provided to First

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- Utility. In the absence of a meter read, or in the event that the read is not validated by the industry, the invoice will be estimated based on historical data submitted to the industry.
- (d) 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 consumption during the period from the date this contract commences in accordance with clause 2.1 until the date that an AMR meter is installed (“**initial supply period**”) based on historical consumption data and/or meter readings provided by your previous supplier and other historical consumption data relating to the premises until an AMR meter is installed.
  - (e) We reserve the right to pass onto you any tax, duty or levy which is imposed upon us in relation to the supply of energy to you under this contract including (without limitation) Value Added Tax, the Renewables Obligation, Climate Change Levy, any carbon tax or other similar levies.
  - (f) The gas AMR device may transfer readings via the electricity meter and the removal of the electricity contract may preclude 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.
  - (g) 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.
  - (h) 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.
  - (i) 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.
  - (j) 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 you be upheld.

### **13.4 Charges Relating to Prepayment Meters**

We reserve the right to charge you for:

- (a) Replacing a payment card and the reasonable costs incurred in providing you with it;
  - (b) Visiting your home if you have contacted First Utility to inform us that you have run out of credit due to a fault with a prepayment meter or payment card if we cannot find a fault and credit is then added to a prepayment meter by our agent;
  - (c) Our reasonable costs in fitting a prepayment meter in order to avoid disconnecting you;
  - (d) Our reasonable costs in exchanging a prepayment meter for a credit meter if you request this and we agree to your request;
  - (e) Our reasonable costs if you damage or interfere with a prepayment meter (normal wear and tear excluded);
  - (f) Our reasonable costs if you request that a prepayment meter be relocated in order for you to access it more easily if you do not qualify for this to be done free of charge.
- A Summary of charges relevant to you is available online under the “Help and Advice” page of our website or on request from customer services.

### **13.5 Loyalty Bonus**

- (a) Where you have been offered a 7.5% Loyalty Bonus payable at the end of your second year this bonus shall be calculated in accordance with your total usage in the first year.
- (b) Where you have been offered a £75 Loyalty Bonus this will be payable at the end of April 2012.
- (c) Redemption of a Loyalty Bonus associated with your tariff shall be subject to:
  - (i) you being a First Utility customer at the time the loyalty bonus is due for payment;
  - (ii) you having both fuels on supply at the time the loyalty bonus is due for payment;
  - (iii) you managing your account payments so that there is no outstanding balance due to Us at the time the loyalty bonus is due for payment.
  - (iv) you making payment by consecutive direct debits across the year.

### **13.6 Dual Fuel Discount**

- (a) Your Dual Fuel Discount is accrued for each month that a service is live during a year and is paid annually. The payment date is after the annual anniversary of the commencement of your electricity supply by First Utility (unless specified otherwise for your product).
- (b) Where your Dual Fuel Discount is a fixed amount per month we reserve the right to withhold or reclaim any discounts paid if your total spend in any year is less than £600 inclusive of VAT.

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- (c) Redemption of your Dual Fuel Discount shall be subject to:
  - (i) you being a First Utility customer at the time the Dual Fuel Discount is due for payment;
  - (ii) you having both fuels on supply at the time the Dual Fuel Discount is due for payment;
  - (iii) you managing your account payments so that there is no outstanding balance due to us at the time the Dual Fuel Discount is due for payment.
  - (iv) you making payment by consecutive direct debits across the year.
- (d) If you change tariff during a year your accrued Dual Fuel Discount up to the time of the change will be carried over to your new tariff and the Dual Fuel Discount applying to your new tariff will be applied to the subsequent period.
- (e) You will lose the Dual Fuel Discount if you leave First Utility within the 12 month period. In these circumstances, the total price you will pay for that period will be higher than if you had stayed with us.

### **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. 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 £4 per account per month. In addition we reserve the right to levy a fee of £1 per account per month for the production of a paper bill. A Summary of charges relevant to you is available online under the "Help and Advice" page of our website or on request from customer services.
- 14.2 In the event that we are unable to render a bill due to missing data from any industry bodies, we reserve the right to request a reasonable monthly payment on account payable by Direct Debit.
- 14.3 Where we fail to collect payment (other than as a result of our own act or omission) we reserve the right to charge 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. The rate of interest in such circumstances shall be the Bank of England base rate plus 8%.
- 14.4 If you let us know that you are having difficulty paying then we will attempt to help you in line with our policy "Paying your bill - help for domestic customers" (a copy of this is available through the "Our Policies" subsection of the "Help and Advice" page on our website or on request from our customer services).
- 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 the amount we require to cover the provision of such deposit, if you do not pay the charges for energy we may disconnect your energy supply but only in line with our policy "Paying your bill - help for domestic customers" (a copy of this is available through the "Our Policies" subsection of the "Help and Advice" page on our website or on request from our customer services).
- 14.6 If you do not pay our invoices as agreed we can require that you pay through another method (such as through a prepayment meter), which may attract higher charges. If we have to install a prepayment meter, you may be asked to pay any reasonable costs incurred in relation to 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 undisputed 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 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, where your dispute or query is not upheld.
- 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 and it is that payment which has not been made, 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

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- incur as a result. A list of all charges relevant to you is available through our website or available from customer services.
- 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. We will notify you when we know the amount of such costs. Furthermore, any cheques returned from your bank, for whatever reason, will be charged at £5.00 per cheque.
- 14.10 If your account is in credit you can ask us to refund the amount to you and, unless it is fair and reasonable in the circumstances for us not to do so, we will send a refund to you as soon as reasonably practicable. The refund will be made by sending a cheque to you or by crediting your bank account if we have the details.
- 14.11 If, at any time, you are struggling to pay your bills, we urge you to contact us at the earliest opportunity so that we can agree what steps can be taken to assist you.
- 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 this clause 15) by giving us notice in writing quoting your account number (note you must give notice in relation to each individual service that you have requested):
- (a) in accordance with the Consumer Protection (Distant Selling) Regulations 2000, as amended;
  - (b) subject to clause 2.3, on or before the effective date of any proposed change to your terms which is to your significant disadvantage or a change in price which is unacceptable to you. You can give Us this notification either verbally or in writing. For electricity & gas this must be followed by notification from the new supplier within 15 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 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 and we will be entitled to be reimbursed by you for those amounts.**
  - (e) If you wish to transfer to a different supplier and your account has an unpaid balance we reserve the right to object to such transfer until your account is paid in full. This means that your contract with your new supplier may be delayed. However, if you are repaying a debt to us by means of a prepayment meter, you have the right to switch supplier as long as the debt that you are repaying is less than £200 and your new supplier agrees to take on this debt.
- 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 until the contract ends. If you have permanently left the premises, this will happen in accordance with clause 15.7.
- 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 policy entitled "Paying your Bill – help for domestic customers" (a copy of this is available through the "Our Policies" subsection of the "Help and Advice" page on our website or on request from our customer services) or, where permitted by law, by giving you at least 7 working days 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 reasonably 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;

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- (e) an energy 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 (except that, if we are supplying gas and electricity and this occurs only in relation to gas or only in relation to electricity, then we may terminate this contract or cease providing a service only in relation to that service and this contract will continue in relation to the other) or a telecoms or broadband regulator directs another supplier, instead of us, to supply telecoms or broadband services to your premises (in which case, we can only terminate in respect of telecoms and/or broadband services);
- (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) in the case of telecoms services, 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.

PROVIDED THAT, where you take more than one service from us, we will only exercise our right to terminate this contract or discontinue the supply for the service to which the circumstances referred to in paragraphs (a), (b), (f), (g) (i), (j) and (m) relate. In the circumstances referred to in paragraphs (h) and (l), we do not have the right to terminate this contract or discontinue the supply in respect of energy services. Before we disconnect your electricity or gas supply we will give you at least 7 working days notice that we intend to do so.

- 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 place the gas contract onto higher rates reflecting the increased cost of supply but this will not prevent you from moving to a new supplier. We will notify you if we exercise this right.
- 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 This contract will also come to an end as follows:
  - (a) if you have notified us at least two working days before the date on which you stop owning or occupying the premises, the date that you stop owning or occupying the premises; or
  - (b) if you have stopped owning or occupying the premises without giving us such notification, the first to happen of the following:
    - (i) the end of the second working day after you have notified us that you have stopped owning or occupying the premises; or
    - (ii) the date on which any other person begins to own or occupy the premises and takes a supply of electricity at those premises.
  - (c) If you are moving home you can terminate this contract in accordance with clause 15.1(c) and, in any event it will end in accordance with clause 15.7. You are liable to pay for all supplies of electricity and gas until the date that this contract ends and so you should tell us as soon as possible if you are moving or have moved home.
- 15.8 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, 15.8, 15.9, 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.
- 15.9 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.

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- 15.10 Subject to clause 15.7, 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 until the date you transfer to your new supplier and this contract ends.
- 15.11 Where you end the contract for broadband services prior to the end of 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 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).
- 15.12 Where you end the contract for telecoms services prior to the end of the initial term (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 initial term less the costs that we will save by not providing services to you for the remainder of the initial term and with a discount to reflect the fact that we are receiving the monies earlier than we would have received them had the contract continued for the initial term.
- 15.13 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).
- 15.14 The fees in clause 15.11 and 15.12 represent our net upfront 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.

### **15.16 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 but subject to our policy entitled "Paying your bill - help for domestic customers" which is available through the "Our Policies" subsection of the "Help and Advice" page on our website or on request from our customer services:

- (a) in order 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) where we suspend service to carry out any planned maintenance or upgrade to our or our telecommunication provider's network;
- (d) where we suspend service to eliminate any hazardous conditions;
- (e) where 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. Subject to clause 16.5 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).

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- 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 £100,000 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, liability for fraud or any other liability which cannot be excluded or limited by the applicable law. Nothing in these terms shall operate to affect your statutory rights as a consumer.
- 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 maintaining your account, and marketing. You also consent to us sharing data with:
- (a) 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;
  - (b) 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. Details of the credit checking agencies we may use are available upon request from customer services. We may also disclose details of how you conduct your account to such organisations;
  - (c) 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 disclosure to approved partners, please let us know by e-mail to: customer services and your details will be removed from any third party communication;
  - (d) your spouse or partner if you have not paid our invoices in accordance with condition 14, we have used reasonable endeavours to obtain payment from you and we are considering exercising our rights to terminate our contract with you.
- 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 a security deposit is requested by First Utility, we may contact you to offer an alternative payment method or service, which may then remove the need for a security deposit.
- 17.3 We are permitted 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 Please see our Privacy Policy for further details of how your information will be used on our website. Our Privacy Policy is available on request through our registration process or can be obtained from customer services.

### **18. Complaints**

- 18.1 We endeavour to provide the highest quality of service and our Guaranteed Standards of Service policy is a guarantee of this. A copy of our Guaranteed Standards of Service policy is available from our customer services team or through the "Our Policies" subsection of the "Help and Advice" page on our website.

### **18.2 Energy**

- (a) If you have any complaints about the service then please contact customer services on 0845 215 5000. A copy of our Complaints Procedure is available from our customer services team or through the "Our Policies" subsection of the "Help and Advice" page on our website.

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- (b) If you feel dissatisfied with the way in which we handle your complaint you can seek independent advice from Consumer Direct 0845 404 0506.

### **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 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) (i) We may assign, grant security or declare a trust over, or transfer by novation or otherwise, all or any of our rights (including the right to recover unpaid charges) or interests and liabilities under the contract and/or sub-contract any of our obligations under the contract, in each case without your prior consent.  
(ii) Without prejudice to Clause 19(b)(i), 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) We shall not contract with you under a single agreement for the supply of telecoms and/or broadband services with gas and/or electricity services and should a particular agreement create or purport to create such a contract, it shall for all purposes (including the transfer of any of our rights and/or obligations therein) take effect as two separate agreements, one for the supply of telecoms and/or broadband and the other for the supply of gas and/or electricity
- (d) 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.
- (e) Subject to clause 17 (Data Protection) 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.
- (f) We may monitor and record our communications with you (including telephone conversations and e-mails) to confirm your identity, ensure security, help maintain service quality and for training purposes.
- (g) All communications under this contract must be in writing and sent by e-mail, 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 e-mail notification shall be deemed to be received one day after sending, unless you or we as the sender have received a message by return that our e-mail 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.

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### **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 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 A copy of our Deemed Contract is available on the "Help and Advice" page of our website or from customer services. 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 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 working days after all 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 three months, your right to cancel will last until 7 working days after the day on which you have been given all such information.
- 21.5 Your right to cancel is completely extinguished after three months and 7 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 to [customer.services@first-utility.com](mailto:customer.services@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 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 working days from the day after all the required information was given.
- 22.3 Your right to cancel is completely extinguished after three months and 7 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.services@first-utility.com](mailto:customer.services@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 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. Communications**

When you send e-mails to us, you are communicating with us electronically. We will communicate with you by e-mail or by posting notices on the website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

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### 24. Definitions & interpretation

24.1 The words and expressions used in this contract have the following meanings.

<b>Agent</b>	means 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.
<b>AMR</b>	means 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 Smart Meter.
<b>AQ</b>	means the annual quantity in the case of gas supply.
<b>contract or agreement</b>	means 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.
<b>Deemed Rates</b>	mean the charges that are applicable where you have entered into deemed contract with First Utility.
<b>EAC</b>	means estimated annual consumption in the case of electricity supply.
<b>Gas Transporter</b>	means 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.
<b>initial term/initial contract period/ initial supply period</b>	have the meanings set out in clauses 9.2 (a), 2.1 and 13.3(d) respectively.
<b>MPAN</b>	means Meter Point Administration Number. An MPAN is a unique number to the property. It is found on the electricity bill issued by your supplier.
<b>MPRN</b>	means Meter Point Reference Number. Every property in 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.
<b>MRA</b>	means 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.
<b>network operator</b>	means 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.
<b>network provider</b>	means the telecom operator providing the line connected to your premises
<b>National Terms of Connection or NTC</b>	has the meaning set out in clause 7.2.
<b>premises</b>	means 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.
<b>supply start date</b>	the date which we tell you that the service(s) are expected to start pursuant to clause 3.2.
<b>we and us and our</b>	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: 05990981) whose registered office is at 19 South Audley Street, London W1K 2NU, UK.
<b>website</b>	means [in the case of energy services] <a href="http://www.first-utility.com">www.first-utility.com</a> and [in the case of telecoms and broadband services] <a href="http://www.firsttelecom.com">www.firsttelecom.com</a> .
<b>you and your</b>	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

## Domestic Terms and Conditions

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registration page, as applicable.

- 24.2 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.