

## FIRST UTILITY LIMITED (“FIRST UTILITY”) DOMESTIC TERMS AND CONDITIONS FOR TELEPHONY AND BROADBAND SERVICE

Effective from 1<sup>st</sup> October 2016

The definitions within Annex 1 shall apply to any Contract subject to the following terms and conditions.

### **TELEPHONY AND BROADBAND SERVICE TERMS AND CONDITIONS**

Please take a few minutes to read carefully the terms and conditions set out below for the Products and Services you have ordered from First Utility.

By using your Telephony and Broadband Service (collectively the “**Service**”) you agree to the terms and conditions set out below that relate to the Service including any changes to them, or to the Service, which are made in accordance with these terms and conditions.

### **PART 1: PLAIN ENGLISH SUMMARY**

First, here is a plain English summary of some of the main points:

#### **A. The Service**

- Your subscription for your Service will commence on the Commencement Date.
- Your Contract is subject to a Minimum Period. However, the length of the Minimum Period is confirmed when you order the Service and will be confirmed again by us in writing shortly after you have placed your Order.
- You must keep the Service you have chosen for the whole of any Minimum Period, unless you or we are allowed to end this Contract earlier (Condition 10).
- The Service consists of the Telephony Service and Broadband Service. Therefore, if you were to cancel one element of the Service (to allow you to switch that element of the Service to another provider) we would automatically cancel the other element of the Service (for example if you sought to cancel the Broadband Service, that would automatically result in us cancelling your Telephony Service). For further details, please contact our Customer Services department. The contact details for Customer Services are set out in the Contact Us section below.

#### **Use of the Service**

- You are responsible under this Contract for the use of Service by you or any person you allow to use it. Whilst our Broadband Service offers totally unlimited broadband, your use of both the Telephony and Broadband Service must comply with Condition 2.
- To be clear, we want you to enjoy your Service freely. In terms of your Broadband Service this means that you can enjoy it without having to worry about caps and limits, so there is no cap on how much you can download or upload and we won't slow your broadband down at peak times. However, please note that you must comply with the obligations set out at Condition 2 of these terms and conditions. In particular, please note that:
  - a) You must comply with any instructions we give you about the Service and you acknowledge that we, our agents, authorised contractors or sub-contractors may give you instructions from time to time which we (or they) believe are necessary for health, safety or the quality of other telecommunications services provided to you by us.
  - b) As the Service is provided to other users and we owe a duty to them as a whole to preserve our Network integrity and to avoid Network degradation. Accordingly, if, in our reasonable opinion, we consider it necessary to maintain Network integrity or prevent Network degradation we may change your Service, (including without limitation, your broadband

Transmission Speed) or manage your use of, or access to the Service as we see fit in the circumstances. These reasons include but are not limited to, any circumstances where you are running an application or program that places excessive bandwidth demands on the Broadband Service for continued periods.

- Your Service may also be restricted or ended if you breach the Contract (for example, for breach of Condition 2 or in the circumstances set out in Condition 10). We will endeavour to notify you in writing before this happens, unless we reasonably believe that your Service is being used for unlawful or improper purposes (for example if there is an unusual spike in activity on your Telephony Service, to prevent fraud and/or bill shock, we may restrict the Service until we can contact you to determine whether the Charges have been incurred by you or have been incurred fraudulently).
- If your Telephony Service is restricted or ended for any reason you may not be able to make or receive all calls through the Call Service (except if you are dialling emergency service numbers such as 999 and 112).

#### **Provision of the Service, Products and prices**

- The Service is variable, even during your Minimum Period. This allows us to improve the Service for you. However, if we reduce the level of service provided by your chosen Product and you are materially disadvantaged by this you will have a right to end this Contract (Conditions 6 and 10).
- Our prices and Products can also change, even during your Minimum Period. We will give you at least 30 days' notice in writing of: (i) any increase in the monthly subscription price of the Service; or (ii) any other price increase which is likely to be to your material disadvantage unless the price increase results from you changing your service or is required for legal or regulatory reasons. We will also let you know about any other price changes in writing or by publishing details on the Price List. If you are not the payer of your bill, you should notify the payer of any notice of price increase we send you. If you wish to end this Contract for these reasons, then you need to let us know within 30 days of notice of the change (Conditions 6 and 10).
- You may downgrade your Call Service plan for your Telephony Service by giving us at least 30 days' prior notice in accordance with Condition 10.7. If you do not move to a particular Call Service plan with agreed rates, then you will default to our basic Call Service and our standard call rates shall apply. Please see our Price List for further details.
- You may change your Optional Features for your Telephony Service (for example, voicemail) in accordance with Condition 1.20.

#### **Minimum Period, the Cooling Off Period and termination**

- You have the right to cancel your Order within 14 days from the day after the day on which the Contract has been entered into by contacting Customer Services. The contact details for Customer Services are set out at the start in the Contact Us section below. Please note that if you've agreed to, and we have already started to provide the Service by the time you cancel it, you'll have to pay us the full cost of the Services you've received up to the point when you notify us. If we've provided you with a Router, the contract won't end until you've returned the Router to us in accordance with the process set out at Condition 10.15.
- If you end your Contract during the Minimum Period (other than where you have a right to end it – see Condition 10.3) then we may charge you an Early Termination Charge. We may charge this amount directly to any Credit or Debit Card the details of which you have given to us or alternatively apply this to your next bill. By entering into this Contract, you are authorising us to do this. We will give you reasonable notice in writing before making these charges. For further

information about these charges, please see the Price List. The contact details for Customer Services are set out in the Contact Us section below.

- If you want to terminate the Contract outside the Minimum Period, you must give us notice in accordance with the process set out at Condition 10.
- Please note that, regardless of whether you are inside or outside your Minimum Period, if you terminate or cancel your Contract at any time (other than during the Cooling Off Period) and we are not at fault, you will be charged a Cease Charge. For details, please see the Price List.
- If you are a First Utility energy customer and you terminate your Energy Contract with us, then your Charges shall increase as set out in our published Price List.

#### **Will I be accepted as a Customer and how will you manage my account?**

- You confirm that you are at least 18 years old.
- You may not be accepted if you owe money to another part of our business (for example, if you are late paying us the charges due under your Energy Contract with us and are seeking to commence a contract with us for the Service, or vice-versa) or your credit score is unsatisfactory, or if you do not pay by direct debit. We can administer your account as we believe reasonable depending on the result of that or any future scoring. This may include applying different payment terms to your account. We may use information from, or supply information to, outside agencies for credit assessment purposes. We will also use reasonable practices to set a call spend limit on your Telephony Service account.

#### **Moving House**

- If you change your Address you must contact Customer Services.
- If you change Address, we will do our best to move the Service which you have subscribed to your new Address. However, if this is not possible and your Service is not available at your new Address then the Service may be cancelled. In these circumstances you may be charged the Early Termination Charge.
- If we are able to provide you with the same Service as provided at your previous address or if find you an alternative Service, we will start you on a new Contract with a new Minimum Period. We may also charge you any costs that we reasonably incur as a result of the transfer. We will tell you about the amount of this charge before charging you.

#### **How we can use your information**

- To become your Service provider and manage your account, we will hold personal information on you.
- We may use your information to carry out a credit check using licensed credit reference agencies who will record the details.
- We may share your data with approved partners who will use this information for marketing purposes and/or to administer and improve the Service we provide.
- Condition 11 and our Privacy Policy explain in more detail how we may use your information and who can see it.
- If you have any questions about how we use your information, or if you would like to change your marketing preferences you can either log in via your online account via the Website or by contacting Customer Services. The contact details for Customer Services are set out in the

Contact Us section at the start of Part 2. Alternatively, you can manage your information settings when you login to your online account via our Website. Please be aware that any marketing preferences for your Energy Contract will be automatically carried over to your marketing preferences for this Contract and vice-versa.

### **Complaints**

- At First Utility, we always do our best to make sure you're happy. But we're only human and occasionally things can go wrong. If you have a complaint, please contact Customer Services.
- More details regarding our complaints process is set out in the Code of Practice.

### **Customers who require special assistance**

- For customers who have disabilities or are of pensionable age, we are able to offer additional services. For more details, please refer to our Code of Practice or contact Customer Services.

### **Contact Us**

- If you wish to discuss your account, Service or if you are experience problems using the Service, you should contact Customer Services. The contact details for Customer Services are set out in the Contact Us section at Part 2 below or at [www.first-utility.com/help/broadband/contact-us](http://www.first-utility.com/help/broadband/contact-us).
- Calls to and from Customer Services may be recorded or monitored for training and other purposes.

### **B. More details about the Telephony Service only**

- The Telephony Service is a name used to describe two subscription services: a Call Service and a Line Rental Service. You cannot take out our Line Rental Service without also taking out our Call Service and vice-versa.
- Your contract for our Telephony Service will not include: a telephone or other equipment (other than line rental); or calls via any mobile service.
- You may not cancel the Line Rental Service element of the Telephony Service without also cancelling the Call Service element as well as your Broadband Service.

### **Can I receive the Telephony Service?**

- To receive the Telephony Service, you must have a working telephone line.
- Your Premises must be located within our Network area.
- There must be no incompatible products or services provided to your Address – for example, the BT Basic service. For more details, please see condition 1.9.

### **What if I don't have a working telephone line?**

- If you don't have a working telephone line, we may arrange for a new telephone line to be installed or an existing telephone line to be activated and you will usually be charged a New Line Install Fee. The New Line Install Fee will be charged in accordance with our Price List as published on the day you order your New Phone Line. Your New Line Install Fee will be applied to your first or second bill. First Utility will not install or arrange for the installation of a New Phone Line where extensive new line construction over and above standard needs is required.

### **C. More details about the Broadband Service only**

- When we refer to the Broadband Service it means that we provide a high speed access to the internet which will be provided in accordance with the particular type of Service chosen by you. The Broadband Service will be supplied to your Premises via our Network Partner.

## **PART 2: DETAILED CONDITIONS OF CONTRACT**

These are the terms and conditions ("**Conditions**") under which the Service will be provided to you.

We will provide the Service we deliver under any Contract in accordance with:

- (a) the following terms and conditions; and
- (b) the Price List.

Together they make up your Service subscription Contract.

Your contract is also subject to our Privacy Policy and Customer Code of Practice.

This Contract is between you and First Utility which is responsible for providing you with the Service. Reference below to "we" or "us" shall be read as references to First Utility.

### **Contact Us**

You can contact us via:

- post at:
  - First Utility Broadband
  - PO Box 4360
  - Warwick
  - CV34 9DB; or
- calling Customer Services on 01926 328002 during the hours of Monday–Friday 8am–8pm, Saturday 9am-4pm; or
- email at: [broadband.support@first-utility.com](mailto:broadband.support@first-utility.com); or
- via the alternative methods as set out on our Website at: [www.first-utility.com/help/broadband/contact-us](http://www.first-utility.com/help/broadband/contact-us)

### **1. The Service and who can get it?**

- 1.1 The Telephony Service and Broadband Service form the Service. You cannot take one element of the Service without the other.
- 1.2 The Telephony Service includes both the Call Service and the Line Rental Service.
- 1.3 The Service is for residential use and not for business use.
- 1.4 The Service will be provided at the residential address that you notify to us from time to time ("**Address**"). This Address must be within the United Kingdom (excluding Northern Ireland). You must be the account holder for your household's existing telecommunications services or be authorised by the account holder to register for the Service. You can only have one subscription to your Address. The telephone line will be provided on one line at your address unless we tell you otherwise.
- 1.5 We offer a number of variations of our Service subscription Products, the full details of which are available from time to time on our Price List.

- 1.6 To enter into a Contract with First Utility you must be 18 years old or over. We may require you to provide us with proof of your identity and address. You agree that the details that you provide to us shall be true, accurate and complete.
- 1.7 The Service is subject to a Minimum Period. The length of the Minimum Period (usually 12 or 18 months after the Commencement Date) is as agreed when you order your Service and will be confirmed by us in writing shortly after you have placed your Order.
- 1.8 When we provide you with the Service, we will use the reasonable skill and care of a competent service provider, but we cannot guarantee that the Service will never be faulty. This is because the Networks, which allow you to access the Service, may be provided by other third party companies over which we do not have control.
- 1.9 The Service is not available to Customers:
  - (a) who do not pay by direct debit;
  - (b) registered with BT Basic or other incompatible services or products; or
  - (c) who are outside our Network area.

#### **Availability of the Broadband Service only**

- 1.10 Availability of Products will vary depending on the location of your Address. In order to provide you with the Broadband Service, we need to test your telephone line to ensure that broadband is available in your area. You are responsible for paying for any work that needs to be carried out on your telephone line past the master socket in your Premises in order to receive the Broadband Service. When we activate your Broadband Service you accept that there may be a temporary loss of your telephone line – this is usually no more than an hour.
- 1.11 When we provide you with the Broadband Service, we will use the reasonable skill and care of a competent service provider, but we cannot guarantee that the Broadband Service will never be faulty. This is because the Networks, which allow you to access the Broadband Service, may be provided by other third party companies over which we do not have control.

#### **Availability of the Telephony Service only**

- 1.12 You must have a working telephone line in your home. If you don't have a working compatible telephone line, we may arrange for a new telephone line to be installed or an existing telephone line to be activated ("**New Phone Line**") and you will usually be charged a new line fee ("**New Line Install Fee**"). The New Line Install Fee will be charged in accordance with the Price List as published on the day you order your New Phone Line. Your New Line Install Fee will be applied to your first or second bill. First Utility will not install or arrange for the installation of a New Phone Line where extensive new line construction over and above standard needs is required.
- 1.13 On receipt of your application for the Telephony Service, and provided you are eligible, we will switch your telephone services to our Telephony Service. We will notify you in writing of the estimated activation date for your Telephony Service. If you have an existing compatible line, this normally takes 10 working days from the date when the order is accepted. If we are unable to make the switch for any reason we will contact you. If you require a new line to be set up, and we agree to do this for you, your Telephony Service will normally take approximately 10 working days to be activated from the date you place your Telephony Service Order.
- 1.14 You will be able to access the emergency services using 999 or 112 using the Telephony Service except where you are using a cordless handset and the power supply is interrupted.
- 1.15 If your telephone line is faulty, you will need to contact Customer Services to arrange repair and maintain the line and/or connection in accordance with this Contract.

### **International and premium rate access**

- 1.16 You can use the Telephony Service to make international calls. However, calls to some or all international or premium rate numbers may be barred. Please refer to the Price List for details. If you need more information on international calls and premium rate access, please contact Customer Service. For details on how to contact Customer Services, please see the Contact Us section at the start of Part 2.

### **Use of indirect access codes**

- 1.17 You cannot elect to use indirect access codes to facilitate using another provider for some or all of your calls. If you endeavour to do so, we reserve the right to restrict or disconnect your Service.

### **Your telephone number**

- 1.18 You accept that you do not own any telephone number we make available to you under your Contract. You may request us to 'port' your number from another communications provider and we will try to do this wherever it is reasonably practicable. However, you accept that this may not always be possible. In these circumstances we may have to provide you with a new number. We will notify you before we change your telephone number.

### **Optional Features**

- 1.19 You may add a range of additional features to your telephone line at an additional cost ("**Optional Features**"). Optional Features includes, for example voicemail. For the full range of Optional Features please see the Price List.
- 1.20 You will be charged for each Optional Feature you choose from the time that it is provided to you. You will be charged either on a monthly subscription basis or on a per use basis, depending on your chosen Optional Feature(s). For Optional Feature services which are provided on a monthly subscription basis you must keep and pay for each Optional Feature for at least 30 days unless we tell you otherwise.

## **2 Using the Service**

- 2.1 The Service for which you enter a Contract will start on the Commencement Date and will continue until terminated in accordance with Condition 10 of these Conditions. Your Contract will also be subject to a Minimum Period.
- 2.2 The Service is for residential use. It must not be used for any commercial or business purposes or for any activities not reasonably expected of someone using the Service for residential domestic purposes.
- 2.3 You acknowledge and agree that your use of the Services, or anyone you authorise to use the Service, must be in compliance with any relevant laws that apply and the terms set out in this condition.
- 2.4 You will be registered as the primary user but you can nominate additional users to manage your account provided they are members of your household and they consent.
- 2.5 You must comply with any instructions we give you about the Service and you acknowledge that we, our authorised contractors or our agents may give you instructions from time to time which we (or they) believe are necessary for health, safety or the quality of other telecommunications services provided to you by us.
- 2.6 You, and anyone you authorise to use the Service, must not use the Service:
- (a) with regards to:

- i. the Broadband Service for making, sending data, communicating, knowingly receiving, uploading, downloading or using any material; or
    - ii. the Telephony Service making any calls,

that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive (including to our Customer Service operators);
  - (b) to download, possess or transmit in any way, illegal material;
  - (c) to engage in criminal, illegal or unlawful activities;
  - (d) to send or procure the sending of any unsolicited advertising or promotional material;
  - (e) to violate or infringe the rights or property of any person, including rights of copyright and any other intellectual property rights, privacy or confidentiality;
  - (f) to artificially inflate traffic, send, communicate, knowingly receive, upload or download data or make any calls in such a way or in such amount that you know or ought reasonably to know may have a material adverse effect on the integrity of the Network (or any part of it) or impact on other customers' services;
  - (g) for any purpose which we may reasonably notify you of, from time to time, due to the introduction of new legislation or applicable regulations; or
  - (h) other than in accordance with this condition and, where relevant any internet standards.
- 2.7 We make every effort to ensure the security of your communications using the Service. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third party Networks over which we have no control and if you are connected to an analogue Network, there is no protection for your communications over the air interface. If you are connected to the digital Network, your communications over the air interface with our systems are encrypted providing a greater level of protection, but even this cannot be guaranteed.
- 2.8 As the Service is provided to other users and we owe a duty to them as a whole to preserve our Network integrity and to avoid Network degradation. Accordingly, if, in our reasonable opinion, we consider it necessary to maintain Network integrity or prevent Network degradation we may change your Service, (including without limitation, your broadband Transmission Speed) or manage your use of, or access to the Service as we see fit in the circumstances. These reasons include but are not limited to, any circumstances where you are running an application or program that places excessive bandwidth demands on the Broadband Service for continued periods.
- 2.9 Any calls you make to Customer Services may be recorded and so you hereby grant us, or our agents, the right to monitor or record your calls, emails or SMS for our lawful business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems, to ensure effective systems operation and in order to prevent or detect crime.
- 2.10 We may modify or temporarily suspend the Service, or part of it, to the extent necessary for us to carry out maintenance, technical repair, enhancement or emergency work. We will try to minimise the impact of this on your use of the Service and we will restore the Service to you as soon as we can. Where possible, we will endeavour to notify you of such activities in advance.
- 2.11 We reserve the right to investigate any suspected violations of this clause.
- 2.12 If you or an individual who you have knowingly or unknowingly allowed to access our Services act in breach of Condition 2, we may without prior notice:



- (a) issue a formal warning to you, specifying a breach of this Condition and requesting that you comply with its terms;
  - (b) temporarily restrict or suspend your access to any of the Service;
  - (c) terminate your account; and/or
  - (d) take any other reasonable action.
- 2.13 If we restrict or suspend your Service, we may immediately do so until further notice without compensation if:
- (a) we reasonably suspect that you are in breach of these Conditions; or
  - (b) you are in breach of your obligation to pay the Charges and have not remedied the breach within seven (7) days of you being reminded to pay your bill. You should also note that if you have subscribed for our Service and fail to meet your payment obligations, your use of the Telephony Service may be restricted and you will not be able to receive incoming calls or make outgoing calls (except for emergency calls) and you will not be able to use the Broadband Service; or
  - (c) we are obliged to comply with an order or request of the UK Government, the emergency services organisation or other competent authority; or
  - (d) we have reasonable cause to suspect fraudulent use of a payment card, whether a Credit or Debit Card or otherwise; or
  - (e) where we monitor activity on the Network in accordance with this condition, we identify an unexpected peak in use of the Service due to, for example, higher than usual call volumes, unusually high rates of calls to premium numbers or unusual usage of Service, which indicates fraudulent use of the Service that the account holder may not be aware of.
- 2.14 If we suspend the Service under this Condition 2, your Contract will still continue and you shall reimburse us our costs and expenses reasonably incurred in restricting the Service and/or recommencing them. In addition, you must pay all Charges due from you under your Contract incurred prior to the time when your Contract is properly terminated. If we restrict the Service, we will not provide it again until you confirm that you will use the Service only as agreed in this Contract.
- 2.15 If we exercise the right to restrict (or bar your access to) the Services, this shall not affect our right to terminate your Contract under Condition 10.

**Use of the Broadband Service only**

- 2.16 We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Broadband Service or the Router or other equipment provided by us or on our behalf for use in conjunction with the Broadband Service by you or anyone you have allowed to use the Broadband Service.
- 2.17 If your Telephony Service is disconnected for any reason, you will lose your connection to the Broadband Service and there may be a delay in being reconnected to the Broadband Service. If a re-connection fee is payable, we will tell you the amount of this fee before charging you. You will be charged for the Broadband Service throughout this period, unless the disconnection or delay in reconnection has been caused by us, our authorised contractors, or our agents.
- 2.18 If you wish to use a modem, router or any other equipment that we have not supplied to you in order to access the Broadband Service we cannot guarantee that the Broadband Service will work with these and we will not provide technical support in relation to the same.
- 2.19 In addition to clause 2.6, you must not use the Broadband Service:

- (a) to intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data; or
  - (b) to prevent legitimate users from using or enjoying the benefit of the Broadband Service or any other similar service, including but not limited to, attempts to 'flood' the Network or to disrupt users from connecting to, accessing or using the Broadband Service (also referred to as **Denial of Service Attacks**); or
  - (c) for the purposes of intrusion, or attempts to intrude, into the equipment and systems of any third party, or the mounting of any harassment campaign, including Denial of Service Attacks.
- 2.20 We recommend that you install your own security software as we do not provide anti-virus software as part of the Broadband Service. First Utility is not responsible for any consequences of your failure to employ appropriate security measures to prevent unauthorised access by any third party to the Service.
- 2.21 Subject to availability (see Condition 1.10), you may upgrade the Broadband Service that you subscribe to (for example, from copper to fibre or to increase the speed of the Broadband Service) at any time and are not required to give us any notice to implement the change. Customer Services will arrange the upgrade as soon as is reasonably practicable and a new Minimum Period will begin.

### **3. Equipment and faults affecting the Service**

- 3.1 You must ensure that any equipment which you use in connection with your Service is in good working order and conforms at all times to all applicable regulations and laws. You agree to provide us with information about your equipment that we reasonably request.
- 3.2 With regards to the Telephony Service, we will not provide you with a telephone handset for use with the Telephony Service.
- 3.3 If there is a fault with your Service, you should contact our Customer Services (for details please see the Contact Us Section at the start of Part 2). You agree to undertake the diagnostic tests requested by our Customer Service representatives in order to try and determine what the fault is. We will try to resolve any fault by midnight on the second weekday (not including public and bank holidays) after the day you report the fault to us.
- 3.4 Any fault investigation and repair work or installation of a new line, shall usually take place between: 0800 – 1800 Monday to Friday, excluding public and bank holidays.
- 3.5 We will be responsible for faults arising out of any act or omission by us or faults due to fair wear and tear on your line. We will not be responsible for any fault or wear and tear on any part of your line beyond the master socket inside your home.
- 3.6 You will take all reasonable care to ensure that Service, including any equipment we provide to you, are kept in good working order. You must not modify or in any way interfere with any equipment we provide to you. You will be responsible for the reasonable costs of engineer call outs, replacement equipment and/or labour charges if:
- you have agreed to a visit from our engineer and you or someone over the age of 18 authorised by you is not present and/or if the engineer is not able to come onto the Premises or gain access to the relevant equipment, or you do not follow our reasonable instructions to prepare your Address for the engineer's visit;
- (a) the engineer attends but finds there is no fault with your line;

- (b) we reasonably believe that the fault was caused by you or by anyone for whom we are not responsible adding to, modifying or in any way interfering with your line, or by your equipment or any equipment we provide to you;
  - (c) the fault is found to exist as a result of your failure to follow our reasonable instructions or these Conditions; or
  - (d) the fault is on any part of your telephone line beyond the primary telephone socket onwards inside your home, and has not been caused by us or anyone for whom we are responsible.
- 3.7 Details of engineer call out fees, replacement equipment costs and labour charges can be found in our Price List.
- 3.8 You agree to follow any reasonable instructions that we may give you and to allow us access to your Address if we need it. You also agree to provide a suitable and safe working environment for us (including any subcontractors or agents acting on our behalf) and/or Openreach as our agent whilst carrying out any work at your Address, including any line installation/ activation work. You will also need to:
- (a) prepare your Premises in accordance with any reasonable instructions given by First Utility, any authorised agents, authorised contractors or sub-contractors, or Openreach;
  - (b) get any necessary permissions to enable your line to be installed or repaired, including any permission to cross land or put equipment on property owned by someone else;
  - (c) provide a suitable place and conditions for equipment including connection points required; and
  - (d) provide access to electricity, as reasonably required by First Utility or Openreach, to connect or repair your line.

**Equipment relating to the Broadband Service only - the Router**

- 3.9 To be able to receive and use the Broadband Service you will need an existing telephone line and a computer of minimum specification. Please refer to our Website for further details of the minimum computer specification that is required. You accept you may need to modify your computer slightly to make it operate with the Broadband Service. It is your responsibility to ensure that such modifications do not invalidate the terms of any warranty that you may have concerning your computer. We will not be liable if any such warranty has been invalidated as a result of work carried out by you, us or our agents (including Openreach) to make your computer operate with the Broadband Service, except in the event of our negligence.
- 3.10 As part of the Broadband Service we will supply one Router to you under this Contract.
- 3.11 We will send the Router to your Address and you must comply fully with all reasonable installation instructions and advice that we provide to you.
- 3.12 The Router we provide to you as part of Broadband Service will remain the property of First Utility. The software in the Router and in any other equipment provided to you by us or on our behalf for use in conjunction with the Broadband Service is also owned by or licensed to First Utility.
- 3.13 The Router and any other equipment provided by First Utility (or on its behalf) for use in conjunction with the Broadband Service are not supplied as being capable of being used to access any other internet service.
- 3.14 You must inspect the Router as soon as you receive it and tell us of any damaged or missing items within 7 days of receiving the Router by calling Customer Services. We will then send you a replacement Router or any missing parts.

- 3.15 If we send a replacement Router, you must return to us the faulty Router (including all additional items such as power cables and micro-filters) to us using the pre-paid returns envelope which we will provide you with. We will accept proof of postage as proof that you have sent us the faulty Router. If we do not receive the Router back within 30 days after you notify us of the fault, we may charge you for the replacement Router. For further details regarding the price of the Router, please see the Price List.
- 3.16 If you wish to use a Router or any other equipment that we have not supplied, we will not be able to provide you with technical support for any installation and/or connection problems you may experience as we cannot guarantee that the applicable Broadband Service will work with other manufacturer's equipment.
- 3.17 In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (as may be amended from time to time), if prior to the Commencement Date you cancel your Order for the Broadband Service and we have supplied you with a Router without charge, or if you cancel your contract by giving us notice within the period of 14 days from the day after the day on which the contract has been entered into, you will need to follow the process set out at Conditions 10.13-10.15 below. For details regarding the cost of a replacement Router, please see the Price List.
- 3.18 Any replacement equipment supplied by us will be new or 'as new' (previously used equipment that has been refurbished by the manufacturer or its authorised agent).
- 3.19 When you cancel your Broadband Service, regardless of whether you are inside or outside of the Minimum Period, we may request that you return the Router to us using the pre-paid returns envelope which we will provide you with. We will accept proof of postage as proof that you have sent us the faulty Router. If we do not receive the Router back within 30 days from the date that we cease to provide you with the Service or the Router is returned damaged, we may charge you for the cost of Router. For further details regarding the price of the Router, please see the Price List.

#### **4. Changing your Address and telephone number**

- 4.1 You must tell us immediately of any changes to your contact details you have provided to us. We recommend that you provide us with at least 2 weeks' advance notice of your change of Address.
- 4.2 Should you wish to change the telephony number provided to you by First Utility, you may do so by contacting our Customer Services (please see the Contact Us section at the top of Part 2). To see details regarding the charge for changing your phone number, please see the Price List.
- 4.3 If you change Address in your Minimum Period and the Service which you are subscribing to is available at your new Address, or if we are able to provide you with an alternative Service, then: we may charge you a Homemover Fee for transferring your service to a new Address; and a new Minimum Period will begin.
- 4.4 If you change Address, we will do our best to move the Service which you have subscribed to your new Address. However, if this is not possible as your Service is not available at your new Address then the Service may be cancelled. In these circumstances you may be charged the Early Termination Charge.

#### **5. Payments and billing**

- 5.1 The Charges shall be effective from the Commencement Date for the Service.

- 5.2 You must pay all the Charges incurred by you, or any person using the Service.
- 5.3 Usually within 30 days of the Commencement Date, we shall prepare and send to you a bill for the Service you have used. Thereafter we shall prepare and send to you a bill at the end of every Billing Period (usually monthly). You will only be advised of the total amount of the Charges as part of your overall Telephony Service unless you have requested itemised billing (for which we may charge you extra).
- 5.4 You will receive your bills in electronic form and we reserve the right to charge you an additional amount for providing you with paper bills (please see the Price List for details). However, we can provide bills in alternative formats for customers with a disability or those who are of pensionable age. Please see our Code of Practice or speak to Customer Services for additional information.
- 5.5 The Broadband Service Charges, Line Rental Charges, certain Call Service Charges and Optional Feature Charges will be billed monthly in advance. Monthly charges incurred for periods of less than one month will be calculated on a pro rata basis. Calls made using any Call Service will be billed monthly in arrears.
- 5.6 All bills must be paid by way of direct debit to First Utility or such other entity as we may notify to you from time to time unless we agree to an alternative payment method. We shall collect each bill payment from the bank account you register with us on the payment due date shown on your bill. This date will be on or around the same time each month, unless we otherwise notify you in writing in advance. Unless we expressly agree otherwise, any and all Charges are inclusive of VAT.
- 5.7 If we agree to an alternative payment method under Condition 5.6 then please note that your Charges may increase. If a direct debit is dishonoured or cancelled we shall be entitled to pass on to you any third party charges we incur and in addition, we may suspend or terminate your Service. We shall also be entitled to charge you a monthly administration fee for each month in which your direct debit is dishonoured or not reinstated following cancellation.
- 5.8 If you have provided unauthorised payment or other details, we can suspend provision of the Service without giving you notice. This does not affect our right to end this Contract under Condition 10.
- 5.9 If you miss any payments you owe to us for the Service we may charge you a reasonable fee as set out in the Price List. You will also be responsible for paying all reasonable debt recovery fees/charges incurred in recovering your debt, including fees charged by any debt collection company we use as set out in the Price List. We will send you a reminder or call you before applying any late payment fees or instructing a debt collection company.
- 5.10 Upon termination of any Service for whatever reason all sums outstanding and any cancellation charges arising as a result shall be treated as a debt and shall become immediately due and payable. For clarity, this includes any charge that we incur from a third party for disconnecting you from the Service.
- 5.11 Regardless of whether you are inside or outside your Minimum Period, if you terminate or cancel you contract at any time (other than during the Cooling Off Period) and we are not at fault, you will be charged a Cease Charge. For details, please see the Price List.

#### **Telephony Service Charges**

- 5.12 Charges will be calculated in accordance with the Price List.

#### **6. How we can change the Service**

- 6.1 The Broadband Service is variable. We can change, replace or withdraw Products at any time. For example, we can vary the maximum speeds or capacity of your chosen Product.
- 6.2 We may make changes to or impose new Charges for the Service (even during your Minimum Period) by putting a notice on our Website. Subject to condition 6.3 and 6.4, these changes will not entitle you to cancel this Contract during your Minimum Period without incurring the Early Termination Charges. Service Charges as applicable from time to time may be viewed at the Price List. Please always check the Price List for up to date charges applicable to the Service.
- 6.3 Subject to Condition 6.6, we will give you at least 30 days' notice in writing if we make any change to the Service or withdraw an element of your Service – including Products, other Charges (such as Call Service Charges), Optional Features which affects your Service or which is likely to materially disadvantage you, you may seek to cancel your contract you should follow the process set out at Condition 10.3. In these circumstances, if the Charges are decreased, then this shall be reflected within your next bill. We will let you know about any other changes to your chosen Service, Product or Optional Feature in writing or by putting a notice on our Website or through another suitable method.
- 6.4 We may change your Charges for the Service if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing, including to reflect a change in the rate of VAT or other applicable taxation charge or levy, which affects your Service Charges directly or our pricing structure generally. Such a price increase will not entitle you to cancel this Contract during your Minimum Period without incurring the Early Termination Charges.
- 6.5 We will update the prices on the Price List before any price increase takes effect under this Conditions 6.2, 6.3 or 6.4.
- 6.6 If we withdraw your Service in accordance with Condition 6.2 and 6.3, we will move you on to the nearest equivalent Service(s), unless you notify us that you wish to move to another Service within 10 working days of receiving our notification. If this happens during your Minimum Period, the price of your relevant Service will not increase before the end of your Minimum Period (other than where we change prices under Conditions 6.3 or 6.4).
- 6.7 For Broadband Services, subject to Condition 6.8, if we reduce the level of service provided by your Service or we increase the monthly charge for your Service and you are materially disadvantaged by this you may give us notice that you wish to end this Contract under Condition 10.3, even if you are within your Minimum Period.
- 6.8 For Broadband Services, please note that we cannot guarantee the Transmission Speed. The Transmission Speed estimated at point of order may be different to what you actually receive. If you change Address, the speed that you receive may change due to the Services that are available. Other factors, such as your proximity to your local telephone exchange will also impact on the Transmission Speed. We will advise you of the estimated speed you will receive at your new Address when you notify us of the move.
- 6.9 You also accept that “upload speeds” will always be slower than “download speeds” and we can provide further details of the same upon request.

## **7. Software**

- 7.1 Before you connect the Router to your computer, you should back up or save any data on your computer. We are not responsible to you if you lose any data.
- 7.2 The use of any software provided by us will be subject to the terms of any relevant end user licences or other agreements which are reasonably required by the owners of such software and that we have brought to your attention.

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

- 8.1 We will not be liable to you (or any other person whom you allow to use the Service) under this Contract, for:
- (a) the act of restricting or ending your Service(s) in accordance with Condition 10;
  - (b) any delay or failure by us to provide any element of the Service where such delay or failure is caused by events outside our reasonable control (such events include but are not limited to severe weather conditions, epidemic, civil disorder, terrorist activity, war and government action or caused by any authorised contractors or sub-contractors that have been instructed to carry out works);
  - (c) any loss or damage caused by the Service, the Router, your Network equipment, us or any of our respective officers, employees, sub-contractors or agents in circumstances where:
    - (i) there is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees or agents;
    - (ii) such loss or damage is not a reasonably foreseeable result of any such reach; or
    - (iii) any increase in such loss or damage results from breach by you of any term of these Conditions;
  - (d) any loss or damage caused by the Service, the Router, your Network, us or any of our respective officers, employees sub-contractors or agents to the extent that such loss or damage results from any breach by you of these Conditions;
  - (e) any loss or damage caused by viruses or unauthorised use, or attempts to access the Service, or in the case of the Broadband Service your computer;
  - (f) any loss of business, contracts, profits, anticipated savings, reputation, or revenue;
  - (g) any calls made through an alternative telephone service provider;
  - (h) any loss or damage resulting from your failure to connect to the Service that was not caused by us, our employees or agents or our suppliers;
  - (i) any loss or damage of the Service due to a fault in the equipment or telephone line you use to access the Service;
  - (j) any failure of monitored safety, security or other alarm systems due to incompatibility with the Service, or due to the restriction or ending of the Service, or any other reason which is not due to our fault or neglect;
  - (k) any special, consequential or indirect loss.
  - (l) any fault in the Router, cabling or Network equipment caused by tampering or negligence (unless caused by us) or by the failure to follow our reasonable instructions, or these terms and conditions;
  - (m) any use made of the Broadband Service, nor for any content which is accessed, sent or received using the Service, nor for any charges incurred with any third party or for any transactions entered into through the Broadband Service, unless caused by us;
  - (n) any failure of monitored safety, security or other alarm systems due to incompatibility with the Broadband Service, or due to the restriction or ending of the Broadband Service, or any other reason which is not due to our fault or neglect; or
  - (o) Denial of Service Attacks and/or any special, consequential or indirect losses arising from such an event.

- 8.2 Nothing in this Contract will limit or exclude any liability we may have to you for death or personal injury as a result of our negligence or that of our agents, employees or sub-contractors; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 8.3 No company nor its officers, employees or agents who act as First Utility's agent in providing any part of the Service shall be liable to you or any other person who you allow to use the Service.

## **9. How we can change these Conditions**

- 9.1 We can amend these terms and conditions at any time (even within your Minimum Period). We will notify you of any such changes. However, we cannot change or add to Conditions 6.3, 8, 10.3 or this Condition 9 except for security, legal or regulatory reasons.
- 9.2 If you are materially disadvantaged by any changes to the terms and conditions, you may end this Contract under Condition 10.3, even if you are within your Minimum Period.
- 9.3 You will receive at least 30 days' notice in writing of any changes or additions to these Conditions which are likely to materially disadvantage you. We will tell you about any other changes or additions to these Conditions on our Website.

## **10. How long your Contract lasts**

- 10.1 The Service you have chosen has a Minimum Period (usually either 12 or 18 months). You will be advised of the Minimum Period when your Order is finalised. If you wish to end your Contract during the Minimum Period, you may be liable for Early Termination Charges for the Service unless you have a right to do so under this clause. After the Minimum Period, this Contract will continue until either you or we end it in a way set out in this Condition 10. During your Minimum Period, unless we agree otherwise, you cannot downgrade your chosen Service unless Conditions 10.3 and 10.7 apply.
- 10.2 If you end your Contract with us, you will be responsible for transferring to another service provider. If you do not do this, you may be left without any Services.
- 10.3 Subject to Condition 10.4, you may terminate this Contract at any time without incurring the Early Termination Charge:
- (a) by giving us at least 30 days' notice where you have a right to end the Contract under Condition 6.2 (unless such price increase arises under Conditions 6.4); or
  - (b) by giving us at least 30 days' notice where you have a right to end the Contract under Condition 9.2 of this Contract;
  - (c) where you are exercising your statutory right to cancel in your Cooling Off Period (as set out in Conditions 10.13-10.15 below); or
  - (d) by giving us 30 days' notice where we are in breach of our obligations under the Contract, However, in accordance with Condition 5.11, regardless of whether you are inside or outside your Minimum Period, if you terminate or cancel you contract at any time (other than during the Cooling Off Period) and we are not at fault, you will be charged a Cease Charge. For details, please see the Price List.
- 10.4 If you end this Contract during your Minimum Period and Condition 10.3 does not apply or we end this Contract under Condition 10.8 then you will have to pay us the Early Termination Charge. We may charge your Early Termination Charge directly to any of the Credit or Debit Cards which you have provided us with details of (e.g. when you paid for your installation) or



alternatively apply the same to your account and add the same to your next First Utility bill. We will give you reasonable notice before making any such charge.

- 10.5 If you cancel one element of your Service (for example your Telephony Service) then the other element of your service (in this example the Broadband Services) will automatically terminate and the Early Termination Charge may be payable.
- 10.6 If you wish to cancel your Order before the Commencement Date, you accept that we may charge you a disconnection fee for any work that may have been done at your home or local exchange.
- 10.7 You may cancel or change your existing Call Service plan at any time by contacting Customer Services (please see the Contact Us section at the start of Part 2 for details). Please note that if you:
- (a) would like downgrade or cancel your Call Service plan you must give us 30 days' notice; or
  - (b) cancel your existing Call Service bundle but do not request to move to a replacement Call Service then you shall default to our basic Calls Service (details of which can be found in the Price List) or
  - (c) would like to upgrade your Call Service plan, you are not required to give us any notice to implement the change. Customer Services will arrange the upgrade as soon as is reasonably practicable.
- 10.8 We can immediately suspend the provision of your Service and/or end this Contract without compensation (including during your Minimum Period) if:
- (a) you have missed any payments that you owe us or break any of the Conditions;
  - (b) you, anyone you authorise to deal with us on your behalf, or any of your additional users act in a way towards our staff or agents which we reasonably consider to be inappropriate;
  - (c) if we have reasonable grounds to suspect fraud or any other unauthorised activity;
  - (d) if you breach your Contract, and we ignore your breach, or if the Broadband Service is suspended, we can still end your Contract if you breach it again or if the Service is suspended;
  - (e) you are in material breach of these Conditions or you give us false credit information; or you are or become bankrupt or enter in to an IVA or similar credit agreement; or
  - (f) if at any anytime our Network Partners cease to provide services such that we are unable to continue to provide any of the Services to you (for example if the Service has been used contrary to the obligations set out at Condition 2),
- and we will not refund any Charges or other payments made under this Contract if we end this Contract under this Condition 10.8.
- 10.9 We may end this Contract at the end of or after your Minimum Period by giving you 30 working days' notice in writing at any time.
- 10.10 If at any time either you or we end your Service with us for any reason and you have made any cash, debit or credit card payments in advance for that Service, we shall only refund the excess of such payments that remains after settlement of all charges on your First Utility account. If we have awarded you any goodwill credits during your Contract, we shall apply those first to any outstanding charges on your account before we send your final bill.
- 10.11 When this Contract ends, you will need to make arrangements to switch to an alternative service provider if you want to continue receiving a full telephone and broadband service. During any notice period the Service will continue to be available unless your Service has been restricted or ends under Condition 10.8 or in the circumstances below. However, we may

restrict your ability to make premium rate and/or international rate calls using the Call Service during any notice period. You will be charged for the Service during any notice period whether or not you have switched provider.

- 10.12 If you are switching to a provider which cannot provide services on your existing telephone line (e.g. a cable provider) you must give us at least 30 days' prior notice to cancel your Service. Your Service and this Contract will end once this notice period expires.

### **Cooling Off Period**

- 10.13 You have the right to cancel your Order within the first 14 days from the day after the day on which the contract has been entered into. You can do this by contacting Customer Services. Details on how to contact Customer Services are set out at the Contact Us Section at the start of Part 2.

- 10.14 If we've already started providing the Service by the time you cancel it, you'll have to pay us the full cost of the Services you've received.

- 10.15 If you cancel a Service within your Cooling Off Period and we've provided you with a Router the contract won't end until you've returned the Router to us and:

- (a) You must return the Router (including all cables and software that came with it) to us within 14 days of the cancellation date using the pre-paid returns envelope which we will provide you with. We will accept proof of postage as proof that you have sent us the Router.
- (b) If you fail to return the Router in accordance with this clause we may charge you for the full cost of the Router. This may be more than the price you paid for the Router initially, for example, if you were given a discount for agreeing a Minimum Period.
- (c) If the Router is returned later than the 14-day period, we may refund you for amounts already paid for the Router. We reserve the right to reduce the refund if there is any damage or if the value of the Router is less than the original charge.

## **11. Use of your information**

- 11.1 To become your provider and manage your account we hold personal information on you. This section explains how this information may be used and who can see it.

- 11.2 We may use your information to carry out a credit check using licensed credit reference agencies who will record the details.

- 11.3 Your information may also be used by us, credit reference agencies and other organisations to help make decisions about other credit applications by you or other members of your household with whom you are linked financially.

- 11.4 We may use your personal information to:

- (a) provide you with the Services that are the subject of the Contract;
- (b) offer you other services (including those offered by other parts of the First Utility business);
- (c) assist in the running of and improving the way we run any accounts, the Service and Products we have provided before, now or in the future;
- (d) help prevent and detect debt, fraud and loss;
- (e) help train our staff; and/or
- (f) create statistics, analyse Customer information (for example, telephony usage or other similar information), and create profiles using it.

- 11.5 You may opt out of your information being used for Condition 11.4 (b) above. Please contact Customer Services if you have any questions on how we use your personal information. The contact details for Customer Services are set out in the Contact Us section at the start of Part 2. Alternatively, you can manage your information settings when you login to your online account via our Website. Please be aware that any marketing preferences for your Energy Contract will be automatically carried over to your marketing preferences for this Contract and vice-versa.
- 11.6 In order to provide you with the Service you have asked for we may pass on information we hold to other companies to:
- (a) help us to provide or improve the way we provide the Services we provide or are needed to run your account;
  - (b) liaise with debt collection agencies if you owe us money;
  - (c) provide information on our Customers if our business is to change ownership; and/or
  - (d) provide information for legal purposes if we are asked to do so.
- 11.7 We may also pass on information we hold to UK Government bodies, emergency services or other competent authorities if we are required to do so.
- 11.8 You agree that prior to you becoming a Customer we may obtain information from your previous provider. Similarly, you agree that we may provide information about you to a new provider should you move from us to a new provider in the future.
- 11.9 We may share your data with approved partners who will use this information solely to administer and improve the Service we provide. If you do not wish us to do so, please contact Customer Services if you have any questions on how we use your personal information. The contact details for Customer Services are set out in the Contact Us section at the start of Part 2. Alternatively, you can manage your information settings when you login to your online account via our Website. Please be aware that any marketing preferences for your Energy Contract will be automatically carried over to your marketing preferences for this Contract and vice-versa.
- 11.10 We will include your details in a telephone directory in printed/electronic format, a telephone directory available on the internet or world wide web and a directory enquiry service operated by us or by a third party, but only where you have consented to this.
- 11.11 Subject to your rights of objection set out in this Condition, and your right of objection in the registration process, you agree that you consent to us, First Utility or third parties contacting you for any of the above purposes whether by telephone, email, MMS, SMS or in writing and you confirm that you do not consider any of the above as being a breach of any of your rights under The Privacy and Electronic Communications (EC Directive) Regulations 2003. Please contact Customer Services if you have any questions on how we use your personal information. The contact details for Customer Services are set out in the Contact Us section at the start of Part 2. Alternatively, you can manage your information settings when you login to your online account via our Website. Please be aware that any marketing preferences for your Energy Contract will be automatically carried over to your marketing preferences for this Contract and vice-versa.
- 11.12 You authorise us to act on your behalf in all dealings with our Network Operator in connection with the provision of the Service to you and you consent to our Network Operator receiving and using your data for the administration of your Service account, and providing us or any of our agents with your data and other relevant information to enable the Service to be provided to you.

11.13 You authorise us and our selected supplier(s), agent(s) and/or telecommunications carrier(s) to route your call as may be reasonably determined to provide you with the Service and to administer the Services.

11.14 You agree to provide us (or any person we authorise to collect it on our behalf) with any information we or our selected supplier(s), agent(s) and/or telecommunications carrier(s) reasonably required to provide the Service to you and to administer the Service. We and our selected supplier(s), agent(s) and/or telecommunications carrier(s) will hold and process information obtained about you as a result of providing you with the Service.

## **12. How this Contract can be transferred and third parties**

12.1 We can transfer our rights or obligations under this Contract to any company, firm or person provided this does not affect your rights under this Contract in a negative way.

12.2 This Contract is personal to you and those you authorise to use the Service at your Premises. You may not transfer your rights or obligations under this Contract to anyone else other than any close relatives, spouse etc. who resides at the same Address. No other third party is entitled to benefit under this Contract except pursuant to Condition 12.1.

## **13. Notices**

13.1 Where we are required under this Contract to give you notice in writing, we can give you this notice by letter or by email. We will send notices using any of the contact details you have given us for this purpose (including, unless you tell us otherwise, to your primary email address).

13.2 You must provide us with current, accurate contact details which we will use to communicate with you regarding the Service and the Contract. You must keep this information up-to-date.

13.3 Unless otherwise stated, if you give us any notice that is required under this Contract (other than to end your Contract) it should be via one of the methods specified in the Contact Us section at the start of Part 2.

13.4 Any notice you give us to end this Contract where you have a right to do so (other than where you are exercising your right to cancel during your Cooling-Off Period for which see Conditions 10.13-10.15) must be given via one of the methods specified in the Contact Us section at the start of Part 2 (we will process notice given by this means as soon as reasonably practicable).

## **14. Disputes**

We have a customer complaints code which explains the steps you need to take when you want to complain to us about something. Details of the complaints process are set out in the Code of Practice.

## **15. Law and geographical limits**

This contract is governed by English law, However, if you're a resident of Scotland, you may bring proceedings in Scotland.

## **16. General**

16.1 If any provision of this Contract is found to be invalid or unenforceable, the remaining Conditions will continue to apply.

16.2 If either party fails to exercise a right they may have under these Conditions, it does not mean that right is waived.

## Annex 1

### DEFINITIONS AND INTERPTION

In this Contract (unless the context otherwise requires):

**“Address”** has the meaning as defined within Part 2 Condition 1.4 in relation to the Services;

**"Billing Period"** means any period, usually monthly, in respect of which we bill you from time to time for your use of any of the Services provided to you;

**"Broadband Service"** means the high speed access to the internet provided in accordance with the particular type of Product and Service supplied to your Premises via either our Network Partner in accordance with the terms of your Contract;

**“Charges”** means the charges for the Service and includes charges for your Product, Call Service charges or any other telecommunications services requested by you, as amended from time to time and published in the Price List;

**“Call Service”** means the service that we provide to you that allows you to make and receive telephone calls in accordance with the terms of your Contract and any additional telecommunications services requested by you which, for the avoidance of doubt, may include without limitation international access;

**“Cease Charge”** means the charge described in Condition 5.11 as amended from time to time and published in the Price List;

**“Code of Practice”** means the document where you can find out about our Services, complaints procedure and other customer care policies. The Code of Practice is published on our Website at [www.first-utility.com/broadband/code-of-practice](http://www.first-utility.com/broadband/code-of-practice)

**“Cooling Off Period”** means the statutory cooling off period as more particularly defined within Conditions 10.13-10.15;

**"Commencement Date"** means the date(s) upon which we commence our supply to you of one or both of the elements of the Service. This date will be communicated to you by us. This date is not guaranteed but Call Service shall be deemed to be ‘active’ from midnight on the day before such a Customer’s Commencement Date;

**“Contract”** means the Contract between you and us. You agree to pay for the receipt of the Service set out in these Conditions (together with such changes and/or other terms as may be notified to you from time to time) as amended from time to time;

**"Credit or Debit Card"** means your nominated credit or debit card, details of which you have provided to us by any means;

**"Customer"** means any customer who enters the Contract;

**"Customer Services"** means the customer services facility provided by us for you to report any faults with any Service or make general or account enquiries. Help-line facilities are available in respect of Service between the hours of 8am to 8pm Monday to Friday and between 9am to 4pm on Saturday. All calls made to Customer Services will be charged at national rates. Calls to Customer Services may be monitored. For contact details please refer to the Contact Us section as set out at the start of Part 2 of these terms and conditions.

**"Denial of Service Attacks"** means any attacks to the Network on which the Broadband Service is provided or any other third party’s Network, the purpose of which are to attempt to prevent legitimate users from using or enjoying the benefit of the Broadband Service or any other similar service (as the

case may be), including but not limited to, attempts to 'flood' the Network or to disrupt users from connecting to, accessing or using the Broadband Service;

**“Early Termination Charges”** means the fee to compensate for our losses if you cancel or terminate your Service during the Minimum Period. Details of this fee are set out in the Price List;

**“Energy Contract”** means a contract between the Customer and First Utility for the supply of electricity and/or gas;

**“Homemover Fee”** means the administration fees, charges or expenses incurred by or on behalf of First Utility as a result of transferring the relevant Service to a new Address as set out in the Price List;

**"Line Rental Charges"** means our rental charges as amended from time to time in the Price List;

**"Line Rental Service"** means the line rental service provided to you by us, which allows you to obtain from us the telephone line(s) on which you make and receive your calls or connect to the internet;

**"Minimum Period"** means the term from your initial Commencement Date to a date a specified number of months after (usually 12 or 18 months) which will be agreed at the time the Order is placed;

**"Network"** means as the context requires either the public switched telecommunications, internet protocol packet Network and/or a wireless telegraphy link by means of a cellular radio system operated by a Network Operator;

**"Network Partner" or "Network Operator"** means, the wholesale supplier such as TalkTalk Communications, Openreach or such other company or companies from time to time that operate a fixed line or mobile Network or 'virtual' Network, which can be accessed for communication purposes;

**“New Phone Line”** has the meaning as defined within Part 2, Condition 1.12;

**“New Line Install Fee”** has the meaning as defined within Part 2, Condition 1.12;

**"Order"** means any order that you submit to us for the Service;

**“Openreach”** means the trading arm of British Telecommunications Plc (**“BT”**) 81 Newgate Street, London EC1A 7AJ and includes without limitation any other trading division of BT from time to time;

**“Optional Features”** has the meaning as defined within, Part 2, Condition 1.19;

**"Premises"** means the UK premises where we agree we shall provide you with the Service;

**“Price List”** means the online location where the Charges for the Service can be found. All relevant Charges can be found at: [www.first-utility.com/broadband/pricing](http://www.first-utility.com/broadband/pricing)

**“Privacy Policy”** means our policy which applies to the use of your personal and other information by First Utility and can be found at [www.first-utility.com/broadband/privacy-policy](http://www.first-utility.com/broadband/privacy-policy)

**“Products”** means the options open to a Customer when choosing how they would like elements of the Service to be provided. These options are available (as amended from time to time) in the Price List and also referred to as Products as set out within Part 2, Condition 1.5;

**"Router"** means the high-speed wireless Router together with any ancillary equipment (which may include microfilters, wireless USB adapters and other peripheral equipment) that we, or our authorised distributors, may sell or supply to you when you subscribe to the Broadband Service that enables you to connect your computer to the internet;

**"Service"** means the Telephony Service (consisting of both the Line Rental Service and Call Service) and the Broadband Service; and any other telecommunications services that we may provide to you pursuant your Contract;

**“TalkTalk Communications”** means a trading arm of TalkTalk Telecom Group PLC of 11 Evesham Street, London W11 4AR and any other trading division of TalkTalk Telecom Group PLC as amended from time to time;

**“Telephony Service”** means the Call Service and the Line Rental Service;

**"Transmission Speed"** means the rate in either thousands of bits per second ("Kbps") or millions of bits per second ("Mbps") that data is transferred between two points. Your estimated transmission speed will be provided when you place your Order;

**"Website"** means the website for the First Utility business currently located at url: [www.first-utility.com](http://www.first-utility.com) and

**"you"** and **"your"** means the person named in the application process and/or, where the context requires, it includes a person we reasonably believe is acting on that person's authority.

Words in the singular shall include the plural and vice versa and references to legal persons shall include natural persons and vice versa. The headings in these conditions are intended for reference only and shall not affect their construction.