

Principal Terms & Conditions

Set out below are the Terms and Conditions specific to your tariff together with a summary of the key parts of the Terms and Conditions applicable to all tariffs. The all tariffs Terms and Conditions are available at www.first-utility.com.

Cooling off period

You have the right to cancel your contract within 14 days of the date you entered into it. This is known as a cooling off period. To do this, you may use the cancellation form on our website but you don't have to so long as you inform us of your customer number and your decision to cancel in a clear statement by telephone on 01926 320 700, e-mail to cancelmyregistration@first-utility.com or letter to Customer Services, First Utility, PO Box 6363, Coventry, CV3 9LR.

Credit Checking

We may use the information you have given 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. In certain circumstances we may require a security deposit as a condition of supplying you. In the event that we do request a security deposit, we may contact you to offer an alternative payment method or service, which may then remove the need for a security deposit.

Switching over from your current supplier

When we transfer your electricity and gas to First Utility, if you have applied for a dual fuel tariff, we will move your electricity first, and then your gas once we have confirmation of the electricity transfer. If your current supplier subsequently objects to the transfer of your gas and this cannot be resolved we will supply you with electricity only. Should this happen you can choose either to take an electricity only service or leave First Utility.

Fixed Prices for the Initial Contract Period

This Contract has a fixed price during the fixed term period which is up until 31 December 2019. We may not change the Terms and Conditions of this Contract prior to that date, unless: the change is not to your disadvantage, the information you have given us is incomplete or incorrect, we have to install a prepayment meter, or there is an increase in VAT payable. At the end of the fixed price term, unless you choose to do otherwise, you will be moved on to our cheapest variable price tariff (one without a fixed term); we will contact you in advance to tell you your new prices. We may end this Contract or move you on to a different tariff if you ask to move to another tariff, we fit a prepayment meter, or, as this is a dual fuel tariff you switch your gas and/or electricity to another supplier. If you or we end this Contract before 12 November 2019 we may charge an early exit fee of £50 per fuel.

Billing

You will receive a bill every three months or more frequently if we notify you otherwise. Payments will be collected as either a fixed amount "Fixed Direct Debit" or a variable amount "Variable Direct Debit" depending on your choice of options. "Variable" Direct Debit means First Utility will deduct from your account the amount that is shown on your electricity and gas bill. This means that your full balance will be paid following the issue of each bill. "Fixed" Direct Debit means First Utility will deduct a fixed amount, from your account each month. Where you are paying by Fixed Direct Debit each month this amount may be varied after any reassessment of your payments if they are not in line with your actual or projected energy usage. This will be communicated to you prior to any changes taking effect.

Possible additional charges & discounts

Where you do not pay us by direct debit we will make an administration charge of up to £36 per year per fuel. All bills will be electronic and accessible via your online account. A £12 per year per fuel online discount applies where you receive online electronic billing. Paper billing is available upon request however the online discount will be removed. If you are paying through a prepayment meter we may also charge you for replacement cards, visits to your home, fitting, exchanging or relocation of a prepayment meter. A summary of charges relevant to you is available on our website in the "Help and Advice" section.

Leaving First Utility

You can leave at any time but you will be required to pay any outstanding debt before doing so. 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 £500 and your new supplier agrees to take on this debt. Please bear in mind that if you do leave before 12 November 2019 we may charge an early exit fee of £50 per fuel. If there is a debt outstanding on your account we may object to your transfer. You can resolve this by either (i) repaying us the debt within 30 days of us advising you of this requirement; or (ii) where you are paying for your energy using a prepayment meter, if the debt you are repaying is less than £500, your new supplier agreeing to take on the debt.

A summary of charges relevant to you is available on our website in the "Help and Advice" section

A full version of our Terms and Conditions can be downloaded from www.first-utility.com

Alternatively you can contact Customer Services

Telephone: 01926 320 700

Email: customer.service@first-utility.com

How to make a complaint

It's easy to get free, independent advice so that you 'Know your rights' as an energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your electricity or gas supply, or ask for help if you're struggling to pay your bills. To "Know your rights" visit www.citizensadvice.org.uk/energy for up to date information or contact the Citizens Advice consumer service on 03454 04 05 06.

If you do need to make a complaint, you should contact our Customer Services Team in the first instance on 01926 320 700. They will do their best to resolve your complaint, but if you feel your complaint has not been handled to your satisfaction, you may then speak to our Customer Contact Specialist Team.

Principal Terms & Conditions

If you remain unhappy with our resolution of your complaint, or if your complaint has not been resolved within 8 weeks of the date you told us about it, you may refer the matter to the Ombudsman Services: Energy on 0330 440 1624 or at www.ombudsman-services.org/sectors/energy. They are free and independent, and we are bound by their decision.

Our fuel mix

All energy companies are required to tell their customers about the mix of fuels they use to generate the electricity and the impact this has on the environment.

The table below shows how we produced electricity from 01/04/2016 – 31/03/2017.

We keep the figures on this page updated in line with the publishing dates of the [Government's fuel mix data disclosure data table](#), as defined in the Electricity (Fuel Mix Disclosure) Regulations 2005.

First Utility fuel mix disclosure label
(relates to electricity supplied in the period April 2016 to March 2017)

Energy Source	Residual Fuel mix % *	Carbon Dioxide Emissions	UK fuel mix %
Coal	13.5	925	8.5
Natural Gas	41.4	359	44.1
Nuclear	11.3	0	21.0
Renewables	29.4	0	24.2
Other	4.4	561	2.2
Overall average	-	254	-
High-level radioactive waste	-	0.007	-

For more information on the environmental impact of your electricity supply write to us at First Utility, PO Box 6363, Coventry, CV3 9LR

*Residual fuel mix figures were updated on 25 August 2017 following revisions to the original data supplied by industry. For reference, the residual fuel mix originally published was coal 13.2%, natural gas 40.3%, nuclear 10.9%, renewables 31.3% and other fuels 4.3%. This is superseded by the revised mix above.

Discounts

These prices include an annual paperless billing discount of £12.

Additional Charges

This tariff has an exit fee of £50 per fuel if you end your contract before 12 November 2019.

Bundles

Includes a Cosy smart thermostat with professional installation.

Smart Meter Discount

With this tariff you are entitled to a monthly discount of £4 per fuel for having new smart meter(s) installed by us. This discount will be automatically applied to the tariff when you register with us. You must book an appointment to have your new smart meter(s) installed within six months of registration to retain the discount. If you don't contact us to make an appointment within six months or decide not to proceed with a smart meter installation we will remove this discount at the end of the six month period. We will notify you in writing prior to the end of the six months if we are intending to remove your discount.

If we cannot install a smart meter for reasons outside of your control or if we are unable to accommodate your reasonable requests for an appointment time we will not remove your discount. On the day of the installation you must accommodate our engineer visiting your property to install the new smart meter(s). An 'abortive visit charge' of £30 may be applied to your account if you miss an installation appointment.

You do not qualify for this tariff if you have already had a smart meter installed either by us or another energy supplier or if you have an Economy 7, Economy 10 or other 'Multi Rate' Meter installation of any kind. This tariff is not available in the SWEB '22' PES Region or the Scottish Hydro '17' PES Region.

Principal Terms & Conditions

In order to get the best from your new smart meter(s) you will be asked to give your consent to us taking your energy consumption data on a 'Half Hourly' basis. However, you can change your data frequency options at any time by logging on to My Account.

Smart plus Control December 2019 - Terms & Conditions

1. General

1.1. These terms are in addition to and do not replace First Utility's terms and conditions for supplying electricity and gas services to domestic customers and the tariff guide relating to the Smart plus Control December 2019 together ("Standard Terms"). Terms defined in the Standard Terms shall have the same meaning in these additional terms. If there is any conflict between these terms and the Standard Terms, these terms will prevail.

1.2. To be accepted to and continue on our Smart plus Control December 2019 you must have First Utility supply your gas and electricity, pay your energy bills by monthly direct debit, and take your supply through a credit meter.

2. Our charges

The Cosy Thermostat is free of charge including standard installation. Charges may apply if you are not eligible for standard installation and the amount and payment of any such charges shall be notified to you by the relevant engineer at the installation appointment.

3. Moving home

You may transfer your tariff on moving home, but the Cosy Thermostat equipment cannot be transferred to your new home because it forms part of the central heating system at your home.

4. About the Cosy Thermostat

4.1. The Cosy Thermostat only controls heat. If you have an existing programmer for hot water, you will continue to use that to schedule when your hot water is on or off, but you will not be able to schedule it on Cosy or on the Cosy app.

4.2. The Cosy Thermostat allows us to see when your heating is switched on or off and at what temperature the thermostat is set.

4.3. The Cosy Thermostat is not suitable for customers with electric storage heating, electrical under-floor heating or biomass boilers.

4.4. We cannot guarantee the compatibility of the Cosy with your computer, tablet or smart phone and with your home internet network or that it will meet your own specific requirements.

4.5. From time to time we may need to update your Cosy Thermostat software. If your own equipment (such as your phone or broadband) does not support this upgrade, this could affect the functionality of your Cosy Thermostat.

4.6. The Cosy website, mobile application and services provided through these may be temporarily unavailable if we have to carry out routine or emergency maintenance. We will try to inform you in advance but it may not always be possible to do so. During maintenance the remote control function may not be available but you can still control your heating using the thermostat in your home.

4.7. If your Cosy Thermostat develops a fault you should call us to report this on 01926 328012. If you have any questions or require further information visit first-utility.com

5. General Requirements

5.1. To be accepted to and continue on our Smart plus Control December 2019 you must:

5.1.1. sign up to an online account with Cosy and agree to Cosy's terms and conditions for the provision of the hosting service a copy of which can be viewed at <http://www.comehometocosy.com/apps>.

5.1.2. be the homeowner or able to do this under your tenancy agreement; and

5.1.3. have a Cosy Thermostat installed and attached to your central heating system within 8 weeks of date of your application for the Smart plus Control December 2019.

5.1.4. If, due to technical reasons, our engineer is unable to successfully install the Cosy product, you may return the Cosy product and choose from one of our other tariffs.

6. Delivery

6.1. You agree that the Cosy Thermostat will be delivered on or around your installation appointment date, which may be up to 8 weeks from your tariff switch date. If we need to change the date of delivery, then we shall contact you to agree an alternative date or time. We will not be liable for any costs or loss of income that you may incur as a result of any changes to the date of delivery.

6.2. Time of delivery shall not be a condition of the contract.

7. Installation

What we need for your installation to go ahead

7.1. In order for us to install your Cosy Thermostat:

7.1.1. you must have a fully working and compatible single zone gas central heating system (one thermostat that controls the house) which must be deemed to be in working order and suitable for the installation of the Cosy by the installer;

7.1.2. the installer must be able to gain clear and safe access to your boiler. If the installer believes there is a health and safety risk to either yourself or our installer, including the identification of a gas unsafe situation, the installation will not go ahead;

Smart plus Control December 2019 - Terms & Conditions

- 7.1.3. you must have a computer, tablet or smart mobile with internet access and an up to date web browser and be able to provide a working Wi-Fi code; and
- 7.1.4. you must have a broadband connection with a spare ethernet port connection and an extra power socket close to your broadband router.

About installation

7.2. Our standard installation package includes:

- 7.2.1. a pre-inspection of your central heating system to determine if it is working;
- 7.2.2. installation of the Cosy Thermostat;
- 7.2.3. minimum system set-up which includes connecting to your Wi-Fi system; and
- 7.2.4. a demonstration of the operational and technical elements of the Cosy Thermostat.

7.3. We will install your Cosy Thermostat on a weekday between 9.00am and 6.00pm or Saturday between 9.00am and 3.00pm.

7.4. If we need to connect new equipment to your existing central heating system, we will not be responsible for the cost of repairing or replacing parts of your existing system which later develop a fault, unless we have been negligent in not realising that installing the Cosy Thermostat may cause the damage or the way in which we did the work caused the fault. Also, we will not be responsible if your central heating system does not work properly because your water supply becomes inadequate or the water pressure varies.

7.5. Your Installation may not go ahead if you do not wish to pay any additional costs that our installer deems to be required for the installation. Installation does not include the following:

- 7.5.1. redecoration or reinstatement of fixtures and fittings damaged as a result of the installation, unless these were caused by our negligence;
- 7.5.2. improvements required to bring your central heating system or your electrics up to current legislative standards or the requirements of the Product Warranty;
- 7.5.3. the removal of asbestos or any other hazardous substances;
- 7.5.4. set up or diagnostics of Wi-Fi connectivity;
- 7.5.5. any other costs which are not covered by standard installation, such as additional wiring, additional time because of complexities with your central heating system; or
- 7.5.6. any repair, maintenance or servicing of your central heating system.

Additional installation costs

7.6. Not all properties will be eligible for standard installation. We will not be able to determine whether your property is eligible for standard installation until we have inspected your central heating system. If your property is not eligible, you will receive a quotation for the required additional work. If you agree with the additional costs, you will need to pay for these over the telephone before the installation commences. If you decide not to proceed with the installation you will not be entitled to any form of refund or other payment, nor will we be liable to compensate you.

Installation appointment dates

7.7. Within 14 working days of your supply start date or tariff switch date, we will send you an email containing a link to an online calendar in order to allow you to arrange a date and time for us to carry out the installation.

Appointments are weekdays either morning or afternoon or Saturday morning. All appointment dates and times are subject to availability and subject to change.

7.8. Parts required for installation of the Cosy Thermostat may be delivered to your property prior to the relevant appointment date and you must make arrangements to accept delivery of such parts and take reasonable care of them.

7.9. If we are unable to arrange for the installation to be carried out on a specified date or time, then we shall contact you to agree an alternative date or time. We will not be liable for any costs or loss of income that you may incur as a result of any changes to your appointment.

7.10. We will contact you prior to arriving to your appointment to re-confirm the appointment date and time, confirm that the Cosy Thermostat has arrived and to confirm that you have registered for an account with Cosy.

7.11. Our installer will require access to your property to carry out the installation. If they are unable to gain access to your property on the agreed date or you need to rearrange the appointment after we have re-confirmed it:

- 7.11.1. you will be charged £35 (exclusive of VAT); and
- 7.11.2. we will contact you to arrange another appointment.

7.12. In the event of continued failed attempts to carry out installation, we may (without any liability) choose not to install your Cosy.

7.13. If you are unable to be present at the property whilst we are carrying out the installation, please ensure that you have a representative aged 18 or over at the property. They must be authorised to consent to the installation and have the necessary wifi code and Cosy account login credentials.

9. Our Warranty to you

Warranty

9.1. This Warranty gives you specific legal rights. These rights are supported by the manufacturer and installer of the Cosy Thermostat ("the Product") and are in addition to and do not affect your legal rights.

9.2. For more information about your legal rights in respect of the Product, please contact Citizens Advice or your local Trading Standards office.

Replace or repair warranty

9.3. The Warranty is for a period of 12 months from the date of installation (the "Warranty Period").

9.4. First Utility guarantees to you as the owner of the Product that it will be free from material defects during the Warranty Period.

9.5. If during the Warranty Period, you inform First Utility that there is a material defect with the Product, First Utility will arrange for either: (a) the manufacturer of the Product to repair or replace the Product or any defective component; or (b) the installer of the Product to remedy any defective installation of the Product.

9.6. Repair or replacement may be made with a new or refurbished product or component at the sole discretion of the manufacturer or the installer (as applicable).

9.7. Any Product that has been repaired or replaced under this Warranty will be covered by the terms of this Warranty for the remainder of the Warranty Period.

9.8. This Warranty is personal to you as the original purchaser of the Product and you may not transfer your rights or obligations under it to anyone else.

Warranty conditions

9.9. To make a claim under this Warranty, please contact the Cosy Support Telephone Helpline on 01926 328 012 and provide a description of the defect or Product failure. You may be asked to return the Product to us.

9.10. First Utility will have no obligations under this Warranty to repair or replace a Product or to remedy any defective installation of the Product if a claim is made after the Warranty Period or if the manufacturer or installer determines after examination and testing the Product, that there is no fault with the Product.

9.11. First Utility will bear all costs of repairing or replacing the Product, of remedying any defective installation of the Product or returning the Product to First Utility, under this Warranty, except where such repair or replacement is made outside the scope of this Warranty and in such cases First Utility will agree those costs with you in advance wherever reasonably practicable to do so.

What the Warranty does not cover

9.12. The Warranty will not apply if a defect or Product failure arises because of:-

9.12.1. fair wear and tear;

9.12.2. failure to follow the written instructions as to storage, use or maintenance of the Product;

9.12.3. any modifications, alterations, installation or repair of the Product by you or by any third party who is not one of First Utility's authorised repairers or installers;

9.12.4. wilful damage, misuse, negligence or abnormal storage or operating conditions by you or by any third party;

9.12.5. fluctuation, surges or interruption of electric power supply or internet bandwidth;

9.12.6. failure by you or any third party to cease using the Product after being advised to do so after contacting the Cosy Support Telephone Helpline; or

9.12.7. accident, including fire, flooding or lightning.

9.13. First Utility does not have any obligations under this Warranty where you have purchased the Product otherwise than directly from First Utility.

Limitation of liability

9.14. First Utility is responsible for loss or damage you suffer that is a foreseeable result of its breach of this Warranty or its negligence, but First Utility is not responsible for any loss or damage that is not foreseeable.

9.15. Loss or damage is foreseeable if it is an obvious consequence of First Utility's breach or if it was contemplated by you and First Utility at the time you purchased the Product.

9.16. Where First Utility installs the Product or makes any repair or replacement to the Product in your property, First Utility will make good any damage to your property that it causes. However, First Utility is not responsible for the cost of repairing any pre-existing faults or damage to your property.

9.17. The Product is designed for domestic and private use. You agree not to use the Product in the course of business or to resell the Product. First Utility has no liability to you for any loss of profit, loss of data, loss of business, business interruption or loss of business opportunity.

9.18. First Utility does not exclude or limit in any way its liability for:

9.18.1. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;

9.18.2. fraud or fraudulent misrepresentation; or

Smart plus Control December 2019 - Terms & Conditions

9.18.3. anything else which it cannot by law exclude or limit its liability.

General

9.19. By returning your Product for replacement you agree to transfer ownership in the Product (or defective component parts) upon its return to First Utility.

9.20. Data recovery is not covered by this Warranty.

9.21. First Utility may wish to transfer its rights or obligations or sub-contract its obligations under this Warranty to another legal entity and you agree that it may do so.

9.22. This Warranty is not intended to give rights to anyone except you and First Utility. This does not affect First Utility's right to transfer the Warranty.

9.23. If any part of this Warranty is disallowed or found to be ineffective by any court or regulator, the other provisions will continue to apply.

9.24. This Warranty, its subject matter and its formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales.

9.25. You agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any disputes arising out of or in relation to this Warranty.