

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 2020. 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 2020 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 £48 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. 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 01/04/2017 – 31/03/2018.

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 2017 to March 2018)

Energy Source	Residual Fuel mix %*	Carbon Dioxide Emissions	UK fuel mix %
Coal	11.7	918	8.5
Natural Gas	61.9	357	44.1
Nuclear	18.8	0	21.0
Renewables	3.7	0	24.2
Other	4.0	691	2.2
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

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 2020.

Bundles

Includes a Nest Thermostat E

Nest Thermostat E Terms & Conditions

1. General

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 First Control December 2020 v2 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.

2. Our charges

The Nest Thermostat E, excluding installation is provided to you at no additional cost.

3. Moving home

You may transfer your First Control December 2020 v2 and/or the Nest Thermostat E if you move home. However First Utility accepts no responsibility for any costs you may incur in doing so.

4. About the Nest Thermostat E

4.1. The Nest Thermostat E is compatible with many central heating systems including:

- Combi boilers
- Heat only boiler
- Heat pumps (heating only)
- Zoned systems

District heating with electrical control valves

however it is not suitable for customers with hot water tanks, electric storage heating or electrical under-floor heating. You acknowledge that you have verified the compatibility of the Nest Thermostat E with other equipment in your home. First Utility will not provide a cash option instead of the Nest Thermostat E if your equipment is not compatible with it.

4.2. If your Nest Thermostat E develops a fault or you have any technical queries about the product you should contact nest

Principal Terms & Conditions

via <https://nest.com/uk/support/>

5. Delivery

5.1. Within 30 days of your supply start date or tariff switch date, we will send you an email containing a link for you to claim your Thermostat E to your registered First Utility email address.

5.2. Once you have claimed the Nest Thermostat E, it will be dispatched to the address on your First Utility energy account within 14 days.

5.3 You must claim your Nest Thermostat E within 90 days of receiving your email, after this, the web link will expire and you will not be able to claim your Nest Thermostat E.

6. General Requirements

6.1. To be take advantage of the First Control December 2020 v2 offer you must:

6.1.1. have a valid email address attached to your First Utility energy account prior to switching to the First Control December 2020 v2.

6.1.2. register for a Nest user account and agree to the terms of service. Copies of Nest's terms and conditions including product warranty can be viewed at <https://nest.com/uk/legal/terms-of-service/>

6.1.3. claim your Nest Thermostat E within 90 days of receiving the claim email. After this, the link will expire and you will no longer be able to claim your Nest Thermostat E.

6.2. In signing up to this tariff you agree to us sharing your data with selected partners for the purposes of the fulfilment of these arrangements.

7. Installation of the Nest Thermostat E

First Utility will not be responsible for the installation of the Nest Thermostat E as it is not part of the product offer.

Most people install the Nest Thermostat E in 60 minutes or less, because you don't need to access your heating system. The Heat Link E goes in the same spot as your current wired thermostat. And you can put the Nest Thermostat E anywhere you like.

In the event where a professional installation is required, we recommend our installation partners BIZZBY who can offer a professional Nest Pro installation at your own cost. You can book an installation through www.bizzby.com

8. Warranty and Limitation of liability

8.1. The Nest Thermostat E is sold to you by Nest Labs (Europe) Limited. It comes with a warranty the terms of which can be viewed at <https://nest.com/uk/legal/warranty>.

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

8.3. 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 we installed the Nest Thermostat E.

8.5. First Utility does not exclude or limit in any way its liability for: First Control December 2020 v2 - Terms & Conditions

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

8.5.2. fraud or fraudulent misrepresentation; or

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