

First Utility

Broadband code of practice

July 2017

FIRST UTILITY LIMITED (“FIRST UTILITY”)

CODE OF PRACTICE

Contents

Part 1: General service obligations

1. Introduction to First Utility
2. Purpose of this Code of Practice
3. How to contact us
4. Our commitment to you
5. Our products and services
6. Advertising Standards for Marketing
7. Terms and conditions
8. Cancellation
9. Faults and repairs
10. Compensation and refund policy
11. The Price List
12. Billing
13. If you are moving house
14. Number porting
15. Directory Entries
16. Complaints
17. Nuisance calls
18. Services for people who are disabled or vulnerable
19. Data protection

Part 2: Premium Rate Service (“PRS”) & Number Translation Service (“NTS”) calls

1. Phone-paid Services Authority and PRS
2. NTS and PRS Charges
3. Internet diallers
4. The Telephone Preference Service (“TPS”)

Part 3: Useful addresses

Note: the definitions set out at Annex 1 to the Terms and Conditions shall apply to the following Code of Practice.

Part 1: General service obligations

1. Introduction to First Utility

First Utility is a company within the Impello PLC group that supplies gas, electricity and telephony and broadband services to residential customers. While we may not provide all the component parts of our services ourselves, we do take responsibility for the services delivered to you. So we will liaise with our suppliers to ensure that any problems with their services are resolved promptly. This Code of Practice applies to our telephony and broadband service customers only.

2. Purpose of this Code of Practice

This Code of Practice informs you about our telephony and broadband Products, Services, and customer care policies and where to find information about our charges and Terms and Conditions. This Code of Practice is published on our website www.first-utility.com/broadband/code-of-practice (the “**Website**”). Additional copies are available on request and free of charge to any domestic customer. It is also available in alternative formats. Please contact Customer Services for further information.

3. How to contact us

Please contact our Customer Services team with any queries relating to your First Utility telecommunications service:

3.1 by phone on 01926 328002 during at the following times:

Monday–Friday 8am-8pm

Saturday 9am-4pm

Closed: Sunday and bank holidays

3.2 by letter addressed to:

First Utility Broadband PO Box 6363, Coventry CV3 9LR

3.3 via email at: broadband.support@first-utility.com; or

3.4 by the alternative methods as set out on our Website at:
www.first-utility.com/help/broadband/contact-us

Please note that we record all calls to our Customer Services team for training and other purposes.

4. Our commitment to you

We are committed to giving you the highest quality of Customer Services. When we purchase our services from wholesale providers (our “**Network Partners**”), we choose our Network Partners carefully to ensure that you get a high quality service. We make every reasonable effort to supply services that satisfy your requirements. We work to all relevant laws and regulations.

5. Our products and services

We use our Network Partners’ telecommunications network to deliver our Telephony Service (i.e.

Line Rental and Call Services) and Broadband Service. Our Network Partners own UK national telecommunications networks that are connected to BT.

For more details on about our Service and the Packages offered or to place an order immediately, please contact our Customer Services team or alternatively visit our Website to view the Price List.

6. Advertising Standards for Marketing

We work to the principles in the British Code of Advertising, Sales Promotion and Direct Marketing, which are set out on the website www.cap.org.uk, as monitored by the Advertising Standards Agency.

7. Terms and conditions

When you subscribe to the Service from us, we will ask you to confirm that you accept our Terms and Conditions (available on our Website) (“**Terms and Conditions**”). By using the Service you accept that together, our Terms and Conditions and our Price List make up the Service subscription Contract. You also agree that you are subject to this Code of Practice and Privacy Policy.

If you have any questions, please phone Customer Services.

In accordance with the Terms and Conditions, we may use your information to carry out a credit check as part of our assessment procedures.

8. Cancellation

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 paragraph 3 above. Please note that if you’ve agreed to, and we have already starting 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 of the Terms and Conditions.

After you have passed the 14 Cooling Off Period:

- (a) if you end your Contract during the Minimum Period then we may also charge you an Early Termination Charge;
- (b) regardless of whether you are inside or outside your Minimum Period, if you terminate or cancel you contract at any time and we are not at fault, you will be charged a Cease Charge.

We will give you reasonable notice in writing before making these charges. For further information about these charges, please see the Price List.

After the Minimum Period you can cancel the Service by contacting Customer Services and giving us notice in accordance with the process as set out in your Contract.

Please note 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). See our Terms and Conditions for further information or alternatively please contact Customer Services.

Our Price List sets out the discounts in relation to the Charges that are available to First Utility energy customers who enter into a Contract on or after 3rd July 2017, the level of discount will vary depending on the customer's energy tariff. Please see our Price List for further details.

If you are a non-energy Customer and subsequently enter into an Energy Contract, then your Charges will be adjusted to reflect the level of discount that is applicable to your energy tariff. Please see our Price List for further details.

Please note that if you are a First Utility energy customer on the Commencement Date and you subsequently terminate your Energy Contract with us, then your discount in relation to the Charges that you were entitled to as an energy customer will cease to apply from the date that your Energy Contract is terminated. Please see our Price List for further details.

Further, if you are a First Utility energy customer on the Commencement Date and:

(a) you subsequently change your energy tariff; or

(b) the fixed term of your energy tariff expires and you move onto our standard variable energy tariff,

then, from that date, your discount will be adjusted to that applicable to your new energy tariff as set out in our Price List.

9. Faults and repairs

If there is a fault with the Service, please call Customer Services team. Please be aware that our Customer Services representative may request that you undertake diagnostic tests to try and determine what the problem is.

We, or our Network Partner, will try and repair the fault by midnight on the second working day (not including public and bank holidays) after the day you report the fault to us. If that is not possible, we will arrange for fault investigation work to be conducted.

10. Compensation and refund policy

Our policy is to assess each claim on a case by case basis. We aim to investigate any claims and respond within 14 working days. Any refunds that are due will be credited to the next month's invoice.

11. The Price List

Our pricing structure is available from on our Website, or by contacting Customer Services.

As set out in the Terms and Conditions, we will notify you of any changes to the pricing structure for your Product, Package or Charges on our Website. If we make a change to the Service during the Minimum Period and you suffer material detriment, then you have the right to end your Contract with us (the process to follow is set out in the Terms and Conditions).

12. Billing

We will normally bill you monthly and payment shall be by direct debit.

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). For customers with a disability, we can also provide the bill in alternative formats, upon request. Prompt payment of bills helps us keep our costs down so that we can continue to offer a highly competitive service. Please call us as soon as possible if you think you may have difficulty paying your bill. If there are special circumstances, we may be able to agree special arrangements with you to prevent disruption of your telephone service.

If a bill is not paid, you may be charged fees. We will make reasonable attempts to resolve the matter with you. However, if we cannot get a satisfactory explanation for the non-payment, we may restrict or disconnect your service in accordance with our Terms and Conditions.

We take billing accuracy very seriously. If you disagree with or do not understand your bill, please call us directly on the telephone number quoted on your bill.

You are liable for the costs of any Charges incurred for calls made when using the Service. If you query the Charge for dialled calls, we will re-check the bill. If we find a mistake, you will be credited accordingly.

13. If you are moving house

Please call Customer Services no later than two weeks before your move date. We will amend your account and billing requirements as necessary.

Please note that 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 (or Product), then we may charge you a fee for transferring your service to a new Address and a new Minimum Period will begin.

Alternatively, if you change Address, and your Product and Package is not available at your new Address then the Service may be cancelled. In these circumstances you may be charged the Early Termination Charge.

14. Number porting

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, this may not always be possible. In these circumstances we may have to provide you with a new number.

For more information, please call Customer Services.

15. Directory Entries

If you tell us, we will include your details in a national directory and/or directory enquiry service. Please call or write to us (please see our website for contact details) if you would like us to do so. There may be a reasonable charge for this service.

16. 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. Happily, we find that most things can be resolved very quickly and amicably. Your complaints give us a chance to put things right and help us improve our service to all our customers.

Our Customer Services advisors are trained to deal with customer complaints, and should be the first people you contact. They will always attempt to resolve your complaint as quickly as possible.

You can contact an adviser by phone. This is the best way for you to complain, as it's the quickest way to get through to us. However, you may contact us via any one of the methods set out in the Contact Us section above.

We try to reply to every complaint we receive within 30 days of receipt.

We always aim to solve your complaint the first time round and will keep a record on your customer account of any conversations and resolutions reached.

Note: If you decide to write us a letter:

- a) The letter should be marked for the attention of "The Telecoms Product Manager"
- b) In your letter, please include the information listed below. This will help us investigate your complaint more effectively.
 - Your name.
 - The date the problem occurred.
 - Your First Utility home telephone number.
 - Your First Utility account number.
 - The names of any Customer Services' advisors or managers you may have dealt with.
 - A description of your complaint.

Escalating a complaint

If you feel your First Utility complaint has not been resolved to your satisfaction, you may ask to speak with the First Utility Customer Contact Specialist Team. Our Customer Contact Specialist Team is trained to handle any expression of customer dissatisfaction and work closely with our internal teams to keep you updated.

If we have not reached a settlement within eight weeks of receiving your complaint (or we agree this in writing before the eight weeks is up) our Customer Contact Specialist Team has been unable to resolve your complaint and you are still not satisfied, we will issue you with a deadlock letter and you can refer your complaint to the Communications Ombudsman (contact details in Part 3 below). The Communications Ombudsman is an independent arbitrator can request that we provide apology or explanation, a service or practical action that will benefit you, or pay you compensation.

In addition to the above, the European Commission has established a web-based platform to

allow consumers to deal with contractual disputes. Access to the portal is available through the following link: <http://ec.europa.eu/consumers/odr/>. You may also contact us via email at: broadband.support@first-utility.com.

Alternatively, you may contact the Citizen's Advice Consumer Service for independent, impartial and free service, although this process is outside our Complaints Procedure

17. Nuisance calls

Nuisance calls can include: unwanted marketing calls (for example, live sales calls, recorded calls, silent or abandoned calls), spam and malicious communications ("**Nuisance calls**").

We take the problem of Nuisance calls very seriously. We tackle it by working closely with the police and others in the communications industry.

If you have been a victim of Nuisance calls, please call Customer Services to report the incident and we can provide you with advice on how to deal with it.

18. Services for people who are disabled or vulnerable

We are committed to helping all our customers to communicate easily. We offer the following additional services upon request for customers who are older or who may have a disability, including:

- 18.1 text relay services;
- 18.2 additional help and support if you have difficulty paying your bill;
- 18.3 copies of bills in accessible alternative formats, such as in large print, on computer disc (or in Braille) for customers who have difficulty reading their bill;
- 18.4 copies of this Code of Practice and Terms and Conditions are available in other formats on request; and
- 18.5 you may also nominate a close friend or relative to contact us to manage your account.

We will also work with our Network Partners to provide a priority fault repair service to those customers with disabilities who have a genuine need for an urgent repair.

19. Data protection

We comply fully with our obligations under the Data Protection Act 1998 in terms of managing your personal data and marketing preferences. Please see our Privacy Policy and Terms and Conditions on our Website which set out how we can use any information you provide to us. Compliance with data protection issues is regulated by the Information Commissioners Office.

Part 2 Premium Rate Service ("PRS") and Number Translation Service ("NTS") calls

This Part 2 informs you about our policy on calls to "PRS" and "NTS" and how we charge for calls to these numbers.

Calls to fixed line numbers for NTS and PRS usually begin with: 118, 084, 0870, 0871, 0872, 070, 09. Whilst SMS short code, which are usually around five digits, which usually begin with 2, 6, 7 or 8.

(SMS stands for short message service.)

Examples of the types of services you would be calling when you use these numbers includes: competition voting for TV talent shows, entering TV or radio competitions, calling video chat services and so on.

Calls to these numbers are typically more expensive than calls to other phone numbers.

1 Phone-paid Services Authority and PRS

The Phone-paid Services Authority is the industry-funded regulatory body for all premium-rate charged telecommunications services. It regulates premium-rate services through the Phone-paid Services Authority code of practice (the latest edition can be found on their website). The Phone-paid Services Authority's role is to prevent harm to consumers.

The Phone-paid Services Authority investigates complaints about the promotion and operation of services that involve the use of a telephone connection via a premium-rate number. This includes services available through various mediums such as voice (telephone), fax, Internet, mobile phone SMS and interactive TV.

The Phone-paid Services Authority regulates any service/promotion that is operating on one of the following number ranges:

- numbers beginning with 090 or 091;
- directory enquiry (DQ) services operating on numbers beginning with 118; and

reverse-billed SMS (you are charged for receiving messages) containing content operating on shortcodes. The Phone-paid Services Authority can fine companies and bar access to services if its code of practice is breached. The Phone-paid Services Authority can also bar the individual(s) behind a company from running any other premium-rate services under any company name on any telephone network for a defined period.

The Phone-paid Services Authority can deal with lesser problems by issuing formal reprimands or requiring companies to seek prior approval before offering a service.

Their service is free to consumers and fully independent.

How to complain to the Phone-paid Services Authority

If you think a particular service falls within the Phone-paid Services Authority' remit, you can submit a complaint to them. There are various ways of submitting your complaint but before you do, we recommend that you visit their online number-checking facility for instant information about the number in question. After that, please use one of the following methods:

- if you have a hard copy of the promotion in question (i.e. a page from a magazine), please supply your complaint in writing with a copy of the promotion to: Phone-paid Services Authority, FREEPOST WC5468, London SE1 2BR;
- by using their online complaint form (www.psauthority.org.uk); or
- by calling their free helpline on 0800 500 212 from 8am–8pm, Monday–Friday.

Finding information about our premium-rate service (PRS) tariffs.

You will find up-to-date information about the tariffs for calling PRS numbers from our network on our Website.

How PRS works

As mentioned, calls to PRS numbers are typically more expensive than calls to other telephone numbers. Most PRS numbers operate on the basis of a revenue-sharing arrangement. This means that the bulk of the revenue from calls to such services goes to the PRS providers who are responsible for the content, product or services provided or who act as resellers or “aggregators” on behalf of a number of such providers. The PRS providers are responsible for complying with most of the obligations imposed by the Phone-paid Services Authority code of practice mentioned above.

The rest of the revenue is shared by:

- the network where the consumer dials the number – also known as consumer’s “originating” telephone company (for instance our wholesale partner, which receives a small fee for origination of the phone call); and
- the network which connects the customers call with the PRS service provider – also known as the “terminating” telephony company. The terminating telephony company contracts with the PRS provider to terminate these calls in this way.

How to bar access to PRS numbers

We offer the facility to bar calls to premium-rate numbers, which will stop any dialling on your line to all UK-based 0900-0909 premium numbers. If you want to place a premium bar on your line or need to check whether you already have an active bar in place, please call our Customer Services team.

Disputes about PRS numbers on your phone bill

Ombudsman Services: Communications, of which we are a member, can investigate if you have a complaint that we cannot resolve about calls to PRS numbers appearing on your phone bill.

Phone-paid Services Authority: Furthermore, the Phone-paid Services Authority may order a PRS service provider to pay you a refund if they have completed an investigation and the outcome requires this. If it can be shown that your phone has been used without your permission to call certain types of premium-rate service (i.e. live and recorded chat, and live tarot services), the Phone-paid Services Authority may also be able to help you get compensation from the PRS provider.

The Phone-paid Services Authority will also be able to help you identify the service provider who provides the service behind the PRS number on your phone bill. Please visit its website at: www.psauthority.org.uk.

2. NTS and PRS Charges

We publish Charges for calls to NTS and PRS on our Price List.

You will note that we are unable to comment on the service charges payable for contacting a PRS provider as it will vary from provider to provider. We have, however, set out the access charges that arise from originating the call on our Network.

Our published charges for calls to number-translation services will include variations by time of day, for example, whether the call is made during the day, evening or weekend.

We also make it clear whether any of our special offers, discount schemes or call bundles include calls to number-translation services.

3. Internet diallers

If you use the Internet, it is possible for software to be placed on your computer without you knowing using the same methods as for computer viruses. This type of software (known as Internet or rogue diallers) can then make calls to PRS and NTS numbers without your knowledge. The Phone-paid Services Authority has been given responsibility for policing this type of activity and you can contact them via www.phonepayplus.org.uk to ask for help or to report examples of this type of abuse. For other ways to contact the Phone-paid Services Authority, see the “Useful addresses” section below. We can also help by barring calls to 09 numbers.

4. The Telephone Preference Service (“TPS”)

If you don’t want to get sales and marketing calls you have not requested, you can add your details to a list run by the TPS. If your number is on the list, it is illegal for a company to call you for marketing purposes. You can contact the TPS via www.tpsonline.org.uk or by telephoning 0845 070 0707.

Part 3: Useful addresses

- **Advertising Standards Agency** Mid City Place, 71 High Holborn, London WC1V 6QT. Tel: 020 7492 2222. Website: <https://www.asa.org.uk>
- **First Utility Customer Services** First Utility Broadband, PO Box 6363, Coventry CV3 9LR
- **Information Commissioners Office** Wycliffe House, Water Lane, Wilmslow SK9 5AF. Tel: [0303 123 1113](tel:03031231113). Website: <https://ico.org.uk/>
- **The Ombudsman Services Communications (formerly Otelo)** – PO Box 730, Warrington, Cheshire, WA4 6WU. Tel: 01925 430870 or 0845 050 1614 email: enquiries@otelo.org.uk Website: www.otelo.org.uk
- **Ofcom** Riverside House, 2a Southwark Bridge Road, London SE1 9HA. Tel: 020 7981 3040 or 0300 123 3333 email: contact@ofcom.org.uk Website: www.ofcom.org.uk
- **Phone-paid Services Authority** Clove Building, 4 Maguire Street, London, SE1 2NQ. Tel: 0800 500 212 or 020 7940 7474 Website: www.psauthority.org.uk email: info@psauthority.org.uk
- **Telephone Preference Service** DMA House, 70 Margaret Street, London W1W 8SS Tel: 0845 070 0707 Website: www.tpsonline.org.uk