

Hive Terms and Conditions for home customers

These terms

If you've bought **Hive Active Heating™** with or without installation or another product in our **Hive** range, here's everything you need to know about your purchase.

These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content. Please read these terms and conditions as they will tell you everything you need to know about the terms on which we will deal with each other following your purchase. If you set up a **Hive** account or use of any **Hive** product you accept these terms and conditions.

Information about us and contact details

We, us or our means Centrica Connected Home Limited.

If you purchased **Hive Active Heating™** or any Hive product from one of our retail partners, Centrica Connected Home Limited is the supplier of **Hive Active Heating™** installation and services on behalf of that retailer.

You can contact us by email at help@hivehome.com or visit hivehome.com.

You can also contact us by telephoning our customer service team on **0800 980 8614**.

We are open 8.00am – 9.00pm Monday to Sunday.

Service number

To arrange professional installation of **Hive Active Heating™** or **Hive Multizone**, please visit us at hivehome.com or contact us on **0800 980 8614** and we will arrange an appointment time during normal business hours, which are 8:00am – 6:00pm Monday to Friday.

Our contract with you

How we will accept your order

Our acceptance of your order will take place when we send an email to the email address you give us to accept your order, at which point a contract will come into existence between you and us.

If we cannot accept your order

If we are unable to accept your order, we'll contact you to let you know why. This might be because the product is out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

Your legal rights

We are under a legal duty to supply products that comply with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

In relation any products, the law requires that goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product, your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund;
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases; and
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

In respect of the **Hive** app, the law requires that digital content must be as described, fit for purpose and of satisfactory quality. This means that:

- if your digital content is faulty, you're entitled to a repair or a replacement;
- if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back; and
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

We only sell to Great Britain

Our website is solely for the promotion of our products in Great Britain. Unfortunately, we do not accept orders from or deliver to addresses outside Great Britain.

Our products

Product requirements

All **Hive** products require a **Hive Hub** to work. To use **Hive** products, you'll need:

- A domestic broadband connection with a spare Ethernet port connection
- An extra power socket close to your broadband router
- An Android, iOS, Amazon or Windows smartphone with an up to date operating system if you want to use your mobile to control your **Hive** products via the **Hive** app
- An up-to-date web browser to use the online dashboard (IE10+, Chrome, Safari or Firefox)

Hive Active Heating™

To be eligible for **Hive Active Heating™** or **Hive Multizone**, you'll need a working central heating system. **Hive Active Heating™** can be installed on gas or LPG systems (and certain electric boilers).

The **Hive Active Heating™** kit consists of:

- Wireless thermostat – this lets you control your heating and hot water manually
- Receiver – this tells your boiler to turn on and off when it receives a message from the thermostat or Hub
- **Hive Hub** – this plugs into your broadband router so that you can control your thermostat remotely from your smartphone, tablet or laptop

If you are upgrading to **Hive Active Heating™ 2** from **Hive Active Heating™**, the new kit will comprise of a new

Hive thermostat. If you are upgrading from Remote Heating Control™, the new kit will comprise of a new **Hive** thermostat and a Receiver. Please ensure your existing kit is in working order before installing the new kit. If you are adding **Hive Active Heating™** to an existing **Hive** system, the kit will comprise of a **Hive** thermostat and a Receiver as you will already have the **Hive Hub** from your other **Hive** product.

Hive Multizone

Hive Multizone is for when you have more than one existing heating zone in your home. For example, if you have a thermostat upstairs and another one downstairs, you have an existing zonal heating system. **Hive Multizone** allows you to control different heating zones in your home from the **Hive** app.

If you already have **Hive Active Heating™**, you will only need **Hive Multizone** kits – up to a maximum of two – for the extra heating zones in your home to upgrade to **Hive Multizone**.

To be eligible for **Hive Multizone**, you'll need:

- **Hive Active Heating™**
- a suitable central heating system with separate heating zones controllable by a zone valve – the component within a central heating system that controls the flow of heating to different zones

Hive Multizone is designed to cover up to three heated zones in your home. If it is installed in more than three zones, you accept that this may impact the **Hive Multizone** system performance, including the possibility that the whole **Hive** system may not work. We can install **Hive Multizone** for more than three zones but we won't be responsible for the **Hive Multizone** system performance, whether it is installed by us, a third party or by you in more than three zones.

Product guarantee

One year guarantee

All materials and parts purchased from us are guaranteed for one year from the date that you pair them with the **Hive Hub**. Within this one year period, if the materials or parts develop a fault then we will repair or replace them free of charge.

This guarantee only applies to material we provide and repairs we carry out and doesn't apply to any other unrelated faults with your central heating system or appliances.

If you have **Hive Multizone**, this guarantee doesn't cover faults in your **Hive Multizone** system if you've installed it in more than three heating zones.

Consumer rights

This guarantee doesn't affect your statutory rights under the Consumer Rights Act 2015 and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

Installation

Professional installation

We recommend that **Hive Active Heating™** and **Hive Multizone** are installed by a fully qualified and Gas Safe registered (formerly CORGI) engineer. To arrange professional installation, please get in touch on the **Service number** above.

We agree to carry out the work to install and provide your **Hive** product on these terms and conditions.

Arranging installation

If you bought your **Hive Active Heating™** or **Hive Multizone** from one of our retail partners, you'll need to book

your installation online at hivehome.com. The engineer will provide the other components of the kit at the time of installation.

Reasonable timeframes

We'll confirm an installation appointment time to install your [Hive Active Heating™](#) and/or [Hive Multizone](#). We aren't responsible for installation delays caused by bad weather or any other circumstances beyond our control.

We'll install your [Hive Active Heating™](#) and/or [Hive Multizone](#) during normal working hours which are 8.00am – 6.00pm Monday to Friday. We may charge extra for installation outside normal working hours but we will agree any such charge with you first.

Your responsibility

You'll be responsible for ensuring that before we install your [Hive Active Heating™](#) or [Hive Multizone](#) there is an adequate gas supply and an eligible gas central heating system in your home. Please note the requirement for a working central heating system in the [Product requirements](#) section.

Our engineers

Normally, we'll send a British Gas engineer to carry out the work. Sometimes, to carry out the installation as quickly as possible, we may need to use sub-contractors. All sub-contractors are approved by us and are fully qualified. All our engineers and sub-contractors carry identity cards.

Getting into your home

Our engineers will only work in your home if there's someone 18 years old or older there at all times during the visit. It's your responsibility to give us access to your home. If we can't get access we won't be able to complete the work and it's then up to you to arrange another appointment.

Additional charges

There'll be an extra charge for any changes or additional work which you ask for, or if there is additional work needed to install your [Hive Active Heating™](#) or [Hive Multizone](#). If this happens, we'll explain the reason for the additional work and let you know what the extra charge for the work would be first, so you can decide if you'd like to go ahead.

If we need to connect new equipment to your existing central heating system to allow [Hive Active Heating™](#) to work, we'll agree this and any costs with you before doing so. We'll not be responsible for the cost of repairing or replacing parts of your existing central heating system which later develop a fault, unless it's due to work we carried out that caused the fault. Also, we won't be responsible if your central heating system doesn't work because your water supply becomes inadequate or the water pressure varies.

No compensation

We won't pay any compensation if we're unable to complete the installation of your [Hive Active Heating™](#) or [Hive Multizone](#) during the appointment. However, we'll make another appointment with you for a time that suits to complete the work at no extra cost. If you fail to keep an agreed appointment time for the installation of your [Hive Active Heating™](#) or [Hive Multizone](#) on more than two occasions, we may charge extra for installation.

Reasonable care

We'll take reasonable care to carry out the installation without causing unnecessary damage to your property. We'll make good any unnecessary damage that is directly caused by our negligence. However, the installation (including removing or dismantling existing fixtures and fittings) may cause damage and certain areas may need redecoration after we finish the installation. This is your responsibility and is not included in the purchase price of your [Hive Active Heating™](#) or [Hive Multizone](#).

Upgrade from Remote Heating Control™

If you are upgrading to **Hive Active Heating™** from Remote Heating Control™, the cost of installation will be included in the upgrade price.

Working in dangerous or unsafe conditions

We won't start or continue doing any work in your home if we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. And we won't return to finish the work until that risk is gone. If any asbestos needs to be removed before we can start work in your home, you'll need to arrange and pay for someone else to remove it and give you a clean air certificate which you'll need to show us.

Tenants need landlords' permission

If you are a tenant, you may need your landlord's permission to carry out the work required to install your **Hive Active Heating™**. Unless you tell us otherwise, we'll assume that you have this permission. We won't be responsible if we carry out work and you don't have your landlord's permission. You'll be responsible for any losses we suffer as a result of you failing to get your landlord's permission.

Installation guarantee (if you have bought a product with installation included)

One year guarantee

If our work is faulty, we'll carry out the work again free of charge. Our work is guaranteed for one year from the date that we finish it.

This guarantee only applies to materials we provide and work we carry out and does not apply to any further unrelated faults with your central heating system or appliances.

If your **Hive Active Heating™** develops a fault you should call us to report this on the **Service number** shown above. We'll do what we can to fix the fault as quickly as possible.

Consumer rights

This guarantee doesn't affect your statutory rights under the Consumer Rights Act 2015 and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

Self installation

- If you've bought **Hive Active Heating™** or **Hive Multizone** without installation you are responsible for arranging for it to be installed. We recommend that this is done by a fully qualified and Gas Safe registered (formerly CORGI) professional.
- You are responsible for making sure that there is an adequate gas supply to your property. If necessary, we can put you in touch with your gas transporter to arrange this.
- If you need to connect new equipment to your existing central heating system, we won't be responsible for the cost of repairing or replacing parts of your existing system which later develop a fault. Also, we won't be responsible if your central heating system does not work properly because your water supply becomes inadequate or the water pressure varies.
- If you've bought any **Hive** product other than **Hive Active Heating™** or **Hive Multizone** with installation included, you are responsible for installing it. Please see the product user guide for help on how to do this.
- We won't be responsible and no refund will be given for any costs, loss or damage that you suffer which is caused by the incorrect installation of your Hive product.

General terms

Personal use only

All **Hive** products are sold for personal use only and must not be resold.

Notifications

You can sign up to receive notifications about certain things, for example if the temperature in your home goes beyond a certain level or if movement is detected by a motion sensor – these are subject to a maximum of 1,200 notifications each year.

Products may vary slightly from their pictures

The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects their colour. Your product may vary slightly from those images.

Product packaging may vary

The packaging of the product may vary from that shown on images on our website.

Upgrades

You agree that we may update your **Hive** products without telling you first. We won't be responsible if an upgrade affects how your **Hive** products work if this is caused by your own equipment – such as your smartphone or broadband not supporting the upgrade.

Changing your address

Your **Hive Active Heating™**, and **Hive Multizone** if you have it, are part of your home heating system. It is not possible to reinstall **Hive Active Heating™** or **Hive Multizone** at your new home. If you move house you must leave all your **Hive Active Heating™** equipment behind except your **Hive Hub**, which you should take with you to your new home.

If you move to a new home and want to install **Hive** products in your new home, or move into a property that has **Hive** installed, please contact us on our **Service number** for further assistance.

Who can benefit from these terms and conditions?

Nobody other than you can benefit from these terms and conditions.

Changes to these terms and conditions

If we need to change these terms and conditions, we will put the changes on our website at hivehome.com. If the changes are significant, we will let you know in writing.

English language

Everything we write to you – including terms and conditions – will be in English.

UK law

These terms and conditions are governed by the laws of whichever country your property is in, i.e. England and Wales, or Scotland.

Our right to make changes

Minor changes to the products

We may change any **Hive** product:

- To reflect changes in relevant laws and regulatory requirements

- To implement technical adjustments and improvements

These changes will not affect your use of any **Hive** product. In addition, we may make other changes to these terms or any **Hive** product. If we do, we'll contact you to let you know.

If we need to change these terms and conditions, we will put the changes on our website at hivehome.com/terms. If the changes are significant, we'll let you know in writing.

Updates to digital content

We may update the **Hive** app, and we may require you to install an updated version of it. Any updates will be aimed at improving the performance of the app, but we'll make sure it continues to match the description we provided before you bought it. We won't be responsible if an upgrade affects how your **Hive** products work if this is caused by your own equipment – such as your smartphone or broadband – not supporting the upgrade.

General exclusions

We won't be responsible and no refund will be given if:

- Your broadband internet connection to your home is not sufficient to support your **Hive** products
- Your smartphone, computer or internet browser is not compatible with **Hive** – you can see the minimum system requirements in the **Product requirements** section above or at hivehome.com/hive-installation
- Any subsequent changes made to your central heating system or broadband internet connection prevent your **Hive** product from working.

We won't be responsible for the following:

- Any costs, loss or damage that you suffer as a result of not using your **Hive** product in line with our instructions, including any user guides, or by problems caused by your smartphone, computer, internet browser or internet connection, rather than the **Hive** system
- Any costs, loss or damage that you suffer as a result of installing **Hive Multizone** in more than three zones
- Any costs that you incur by exceeding the permitted data limit on your broadband or smartphone
- Any loss or damage caused by downloading or upgrading the software connected to any **Hive** product unless this is caused by us
- Any costs, loss or damage that you experience by unauthorised use of your **Hive** product, e.g. if your smartphone or log-in details are lost or stolen. We advise you to keep your log-in details secret and to use PIN protection on your smartphone to prevent unauthorised use of your **Hive** system. If you believe that someone has gained unauthorised access to your **Hive** system, you can report this to us on our **Service number** above and we will do what we can to help you reset your **Hive** log-in details
- Any loss or damage you experience as a result of you, or anyone else, altering the radio frequency allocations of your system controls
- Any loss or damage you experience following our failure to send you a notification in relation to any product
- Replacing the batteries in your **Hive** products
- The broadband internet connection to your home
- Providing a smartphone, computer or internet browser that is compatible with **Hive**

The **Hive** website, app and services provided through these may be temporarily unavailable if we have to carry out routine or emergency maintenance. We'll 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 thermostats in your home.

Complaints

If you have any questions or complaints about any product, please contact us. You can telephone our customer service team on the **Service number** above or email us at help@hivehome.com.

We take any complaint seriously and we'll do our best to resolve the issue right away. If we need more time to investigate, we'll let you know and keep you updated.

Your personal information

How we'll use and protect our information about you

This section explains how we use the information we collect about you in your dealings with us – some of which will be classified as sensitive under the Data Protection Act. We'll meet the standards set out in this clause whether or not you become a customer.

We collect information about you in a number of ways. For example, you might give it to us, we might collect it through our dealings with you, or it might be collected from our devices such as **Hive Active Heating™**. We might also get it from companies that offer databases of information, like credit-reference agencies.

If we significantly change the information we ask for, or the way we use it, we'll tell you.

How we can use your information

We and our agents can use your information to do the following.

- Give you the services you've asked for, which can include loyalty and incentive programmes
- Offer you services, accounts and products, again including loyalty and incentive programmes. We can use an automated scoring system to help us choose what to offer you. That system uses information from credit-reference agencies and other companies
- Contact you to ask how we can improve the way we manage your account and provide you with services
- Create statistics, test computer systems and do analysis. The information and analysis can include you and your household, your income and your lifestyle. It can also include the way you use energy. We can use our analysis to create profiles and marketing opportunities
- Help prevent and detect debt, fraud and loss
- Help us keep you, your family and your household healthy, safe and secure
- Help us train our staff
- Contact you in any way about products and services we, and our selected partners, are offering. This can include by email, phone and text message, as well as any other form of electronic communication. It can also include visiting you
- Your **Hive Active Heating™** allows us to see when your heating and hot water is switched on or off and at what temperature the thermostat is set. We can use this information to check how the controls on your boiler are working and may contact you, as described above, if we think your system isn't working as effectively as it might. We will not use the information to contact you about products and services that we or our partners offer unless you have given us permission to do so

We may also monitor and record our phone calls, conversations and other communications with you to make sure we're living up to the standards we want, as well as the relevant laws and regulations.

If we contact you to tell you about offers, when possible we'll do it the way you've told us you'd prefer to get marketing information.

If you no longer have an account with us, or if you don't use our products any more, we can still keep your

information. We can then contact you to tell you about offers, from us and other companies, that might interest you.

You can ask us not to tell you about offers – either at all, or just in particular ways – whenever you like. Just get in touch with us and give us your account details.

Sharing your information with other organisations

We can let other people and organisations use our information about you. The other organisations include other Centrica group companies, such as those using the British Gas, Scottish Gas and Dyno Group brands.

We and those other people and organisations can use information about you for the following purposes:

- To provide services you've asked for. This can mean giving information to members of your family or household. It could also mean giving information to anyone acting on your behalf, other people who might be interested, or those who introduced you to British Gas, such as a landlord or letting agent
- As part of the process of selling one or more of our businesses
- To help prevent and detect debt, fraud or loss. This can include giving information about you to a credit-reference agency
- To transfer some or all of a debt you have to another organisation
- To provide information for legal or regulatory purposes, e.g. if a regulator or lawyer asks for it
- In any current or future legal action
- To take part in any data-sharing initiatives run by the Government, regulators or the industry, e.g. initiatives meant to reduce fuel poverty, where people can't afford to pay for heating and electricity, or those to help groups of vulnerable customers
- To help manage loyalty or reward programmes

We may sometimes use partners from outside the European Economic Area, where the laws and regulations on personal information may be less strict than in the UK. Even so, we'll continue to hold ourselves and our partners to the standards set out in this privacy statement.

If you're giving us information about someone else

If you're giving us information on behalf of someone else, you confirm that they've seen these terms and conditions and given you permission for us to use their information the way we've described here.

And if you give us sensitive information about yourself or other people, e.g. health details or details of any criminal convictions of members of your household, you also agree, and confirm that the person the information is about has agreed, that we can use this information in the way we've described here.

To see what information we hold about you

You've the right to have a copy of the information we hold about you, for a small charge, and to ask for us to correct any mistakes. Email privacy@britishgas.co.uk or write to:

Centrica Privacy Team, Lakeside West, 30 The Causeway, Staines-upon-Thames, Middlesex TW18 3BY

Your cancellation rights

You are entitled to cancel this agreement and request a refund.

If you bought from us directly

If you bought your **Hive** product directly from the **Hive** website or from British Gas you can cancel this agreement up to 14 days after the day you receive your **Hive** product. This is called your 'cooling off period'. If you ask us to install your **Hive Active Heating™** or **Hive Multizone** before the cooling off period ends and

then cancel, we can charge you reasonable costs for any work we carried out before you confirmed your cancellation. To cancel your **Hive** product, you can use the wording in the cancellation form included below, call us on the **Service number** or email us to confirm your cancellation. Your notice of cancellation is confirmed as soon as you send it by email or call us.

If you bought from a retailer

If you bought your **Hive** product from one of our retail partners, you should contact the store you purchased it from. Please return your product in its original box and condition along with your proof of purchase to the store that you bought it from. You must return the **Hive** product in accordance with the retailer's returns policy.

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Centrica Connected Home Limited. Registered in England and Wales (No. 5782908). Registered office: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD.

Hive cancellation form

If you wish to cancel your **Hive** account, you may use the wording below, call us on our **Service number** or email us to confirm your cancellation.

To: Centrica Connected Home Limited

Email: help@hivehome.com

I hereby give notice that I wish to cancel my **Hive** account.

Ordered / received on

Name:

Address:

Date: