

# Heating Plan

## Terms and Conditions

These are the terms and conditions for your Heating Plan. Please read these terms and conditions as they, along with your order form and our Privacy Notice, which can be found at [hivehome.com/privacy](https://hivehome.com/privacy), 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 any Hive product bought as part of your Heating Plan you accept these terms and conditions.

### Information about us and contact details

We, us or our means Centrica Connected Home Limited.

To arrange professional installation of Hive Active Heating, and for technical issues and faults with your Hive products please contact us by email at [help@hivehome.com](mailto:help@hivehome.com) or visit [hivehome.com](https://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.

### 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.

If you purchased a product or service online, you also have the option to visit the European Commission's online dispute resolution platform which will help route your query or concern to us.

### 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 [adviceguide.org.uk](https://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.

If relation to any services, the law requires that services must be carried out with reasonable care and skill. This means that:

- if a service is not carried out properly, you can ask us to repeat or fix a service, or get some money back if we can't fix it;
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable; and
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

## Product requirements

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 or Amazon smartphone with an up to date operating system if you want to use your mobile to control your Hive products via the Hive apps
- An up-to-date web browser to use the online dashboard (IE10+, Chrome, Safari or Firefox)

## Heating Plan features

Heating Plan combines Hive Active Heating with the features and benefits of Hive Live.

### Hive Active Heating

To be eligible for Hive Active Heating, 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.

## Hive Live – features and benefits

As part of your plan you'll have a Hive Live subscription which gives you access to the features and benefits as set out here. The access to these features and benefits will last for as long as you continue to make your monthly payments. We may change these features and benefits – please see below for details.

### Discount on purchase of Hive products

We'll give you a discount of 10% when you buy any Hive product direct from us, being a device or accessory. This discount does not apply to the purchase of subscriptions, is subject to fair use and cannot be used in conjunction with any other offer unless expressly stated otherwise.

### Free delivery

You will also get free delivery by first class Royal Mail on all Hive products and accessories you buy. If the products are above £50 in value, delivery will also be tracked. Free delivery does not include next day delivery, which you would still need to pay for if required.

### SMS notifications

You can choose SMS notifications in addition to email and push notification for alerts from your Hive devices. This will be subject to fair use, and if we determine that your Hive system is generating an unreasonably high number of alerts, we can change these to push or email notifications.

### Ongoing warranty

This warranty applies to all Hive products you own which are working and visibly paired with your Hive Hub either at the point of taking out the Heating Plan and/or if bought and paired during your plan. This warranty will apply in addition to the one year product guarantee offered with all Hive products.

If any Hive products develop a fault during your plan, then we will repair or replace them free of charge.

This warranty 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.

## Payment

### Hive Active Heating kit

Your Hive Active Heating kit must be repaid within 12 months from the date you order your Heating Plan. You agree to make 12 payments of an equal amount each month by credit or debit card for the duration of your agreement. Interest will not be charged.

If you cancel your payment plan or your Hive Live subscription, you will need to pay the remaining balance of the payment plan for the Hive Active Heating kit on demand.

You must pay your first monthly payment under the payment plan at the point of purchase. If you buy any additional Hive product(s) at the same time as taking out a Heating Plan, you must pay for such products at the point of purchase.

After you have placed your order for your Heating Plan, we'll send you an email confirming your payment arrangement, including the amount of monthly payment due and the date payment will be taken. Please check the details in this email and contact us within ten working days on the contact details above if we've got anything wrong.

## Hive Live

Your Hive Live subscription will keep going until you cancel it. You agree to make payment of the agreed amount each month by debit or credit card for Hive Live.

If your payment fails for any reason and we do not receive payment within the following two days, we will cancel your Hive Live subscription.

This will mean that your Hive products won't be covered by the ongoing warranty, you will not be able to access any discounts, or receive or enable SMS notifications until payment has been made. Your payment plan will be cancelled and you will need to pay the remaining balance of the payment plan for the Hive Active Heating kit on demand.

If you already have a Hive Live subscription at the time of ordering Hive Heating Plan, you will not need to take out a new Hive Live subscription, but must continue your existing Hive Live subscription for the duration of your Hive Heating Plan.

## General

Your payment will be taken from your debit or credit card on the same date each month as the date you ordered your Heating Plan. Your Hive order customer reference number will be used as the reference. If there are any changes to the credit or debit arrangements, you must let us know at least ten working days in advance.

If your payment fails, we'll contact you to discuss arrangements for taking payment.

If your payment fails for any reason and we do not receive payment within 21 days of our second request, we can cancel your agreement. We also reserve the right to instruct a debt collection agency to recover any outstanding payments.

If you have any queries about your monthly payments, please contact us on the contact details above.

## 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 materials provided and repairs carried 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.

The additional ongoing warranty included with Hive Live will continue for as long as you continue to make your monthly payments.

## 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 contact our customer service team on **0800 980 8614**. We are open 8.00am – 9.00pm Monday to Sunday.

We will arrange for a British Gas engineer to carry out the work to install and provide your Hive product on these terms and conditions.

### Reasonable timeframes

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

We'll arrange for a British Gas engineer to install your Hive Active Heating 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 your Hive Active Heating or Hive Multizone is installed 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.

### Engineers

If you choose to have British Gas install your Hive Active Heating or Hive Multizone, it will normally be one of their engineers that carries 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 British Gas engineers and sub-contractors carry identity cards.

### Getting into your home

British Gas's 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 them access to your home. If they can't get access they 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, the engineer will 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 the engineer needs to connect new equipment to your existing central heating system to allow Hive Active Heating to work, they'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

The engineer will take reasonable care to carry out the installation without causing unnecessary damage to your property. They'll make good any unnecessary damage that is directly caused by their negligence. However, the installation (including removing or dismantling existing fixtures and fittings) may cause damage and certain areas may need redecoration after they 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

The engineer won't start or continue doing any work in your home if they believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. And they won't return to finish the work until that risk is gone. If any asbestos needs to be removed before they 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 them.

## 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

### One year guarantee

If the work is faulty, we'll arrange to carry out the work again free of charge. The work is guaranteed for one year from the date that it is finished.

This guarantee only applies to materials the engineer provides and work they 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.

## General terms

### Existing Hive Live customers

If you are an existing Hive subscription customer, you do not need the Hive Live element of Heating Plan and need only take out the payment plan for the Hive Active Heating kit. Please note that if you cancel your existing Hive subscription during the first 12 months of your Heating Plan, you will need to take out a Hive Live subscription or pay any remaining balance of the payment plan for the Hive Active Heating kit.

### Period of agreement

Your agreement will begin when you take out your Heating Plan and will continue until you tell us you no longer want it or we cancel it. If you or we cancel in the first 12 months, the remaining balance of your payment plan for the Hive Active Heating kit will become payable. Please see the Cancellation section below for details.

### Personal use only

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

### Devices may vary slightly from their pictures

The images of the devices on our website and packaging 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 device may vary slightly from those images.

### Device packaging may vary

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

## Upgrades and updates to digital content

You agree that we may update your Hive products without telling you first. We may also 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 products or app, but we'll make sure they continue to match the description we provided before you bought them. 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.

## Interference with products and services

You must not reverse engineer, decompile, adapt or alter the object code used to provide the services or any Hive product itself.

## Moving home

Your Hive Active Heating, and Hive Multizone if you have it, is 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 home you must leave all your Hive Active Heating equipment behind except your Hive Hub, which you should take with you to your new home. Your Heating Plan is not transferable to your new home. If you move within 12 months from the date you order your Heating Plan, you must pay off the balance of your payment plan.

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 Active Heating 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.

## Transfer of these terms and conditions

We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract.

## Unenforceable terms

If any section of these terms is found to be void or unenforceable by a court, only that section will be removed and the rest of these terms shall continue to apply as if that section were not included.

## Delay in enforcing these terms and conditions

If we delay in taking steps against you in respect of any breach of these terms and conditions, that will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

## 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](https://hivehome.com/terms). If the changes are significant, we'll let you know in writing.

## Our responsibility for loss or damage

### Foreseeable loss or damage caused by us

We are responsible for any loss or damage you suffer that is a foreseeable result of our failing to comply with these terms and conditions or to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if both you and we knew it might happen at the time that we accept your order for any Hive products or services, for example, if we discussed it during the sales process.

### Unlawful exclusions and limitations

We don't exclude or limit our liability where it would be unlawful to do so. This includes liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- breach of your legal rights in relation to the products as summarised above on the first and second pages of these terms and conditions; and
- defective products under the Consumer Protection Act 1987.

### Damage to your property

If we are providing services in your property, we will make good any damage to your property that we cause while providing such services. However, we're not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

### Damage caused by digital content

If defective digital content which we have supplied, such as the Hive app, damages any of your devices or digital content and this is caused by our failure to use reasonable care and skill, we'll either repair the damage or pay you compensation. However, we won't be liable for damage which you could have avoided by following our advice to apply an app update offered to you or for damage which was caused by you failing to correctly follow installation instructions or to have in place any advised minimum system requirements.

### Business losses

We only supply Hive products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### Unrelated supporting equipment

We won't be responsible for:

- replacing the batteries in your Hive products – this is up to you, and it is important that you follow the instructions carefully when you do so;
- the broadband internet connection to your home – if you have any issues with your broadband, you should speak to your broadband provider who will be best placed to help you; or
- providing a smartphone, computer or internet browser that is compatible with Hive products and services – see our **Product requirements** section above, which explains what you will need to receive alerts.

### General exclusions

We won't be responsible for:

- any costs, loss or damage that you suffer as a result of not using your Hive products 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 costs, loss or damage that you experience by unauthorised use of your Hive products, for example 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, tampering with, decompiling or reverse-engineering any Hive products or altering the radio frequency allocations of your system controls; or
- any loss or damage you experience following our failure to send you a notification in relation to any Hive product.

### Routine maintenance

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 and operate other Hive products manually.

### Consumer rights

These exclusions don'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.

### Complaints

If you have any questions or complaints about any product, please contact us. You can telephone our customer service team on **0800 980 8614** (we are open 8.00am – 9.00pm Monday to Sunday) or email us at [help@hivehome.com](mailto: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.

### Cancellation

#### When you can cancel your plan

You can cancel your Heating Plan at any time by calling us on **0800 980 8614** (we are open 8.00am – 9.00pm Monday to Sunday), or by emailing us at [help@hivehome.com](mailto:help@hivehome.com) using the wording in the cancellation form included below.

If you cancel by calling us at least ten calendar days before your next payment is due to be taken, you won't be charged for the next month. If you cancel in the last ten days of the billing period, your plan will end the month after cancellation.

Please see the table below for the charges that may apply if you cancel your plan, what you need to do and whether your Hive devices will continue to work.

When your plan is cancelled	What do I need to pay?	What you need to do	Will my Hive devices continue to work?
If you change your mind within 14 days of receiving your Hive Active Heating kit	No charge, but if you ask us to install your Hive Active Heating or Hive Multizone within 14 days of receiving your Hive Active Heating kit and then cancel, we can charge you reasonable costs for any work we carried out before you confirmed your cancellation	Let us know you've changed your mind within 14 days of receiving your Hive Active Heating kit	You'll need to return your Hive Active Heating kit to us, or the retailer if you bought them from a retailer, within a reasonable time to avoid having to pay the remaining balance of the payment plan for it
If your plan is cancelled after 14 days of receiving your Hive Active Heating kit but within 12	The remaining balance of the payment plan for your Hive Active Heating kit	Let us know you want to cancel your plan	Yes. Your Hive Active Heating will continue to work with full remote functionality, but you'll

months			lose the additional features and benefits of Hive Live
If your plan is cancelled after 12 months	No charge	Let us know you want to cancel your plan	Yes. Your Hive Active Heating will continue to work with full remote functionality, but you'll lose the additional features and benefits of Hive Live

### When we can cancel your plan

We can cancel your plan if you don't make your monthly payments.

Please note that you need to maintain your monthly payments for the Hive Live service element in order to be eligible for the payment plan for devices. If you cancel your Hive Live subscription, your payment plan will be terminated and you will need to pay the remaining balance of the payment plan for the Hive Active Heating kit.

If we cancel your plan, the charges described in the table above will apply.

If you miss a payment, we'll contact you to advise you of this and how you can make the missed payment. If your account remains unpaid for more than 24 days, we'll cancel your plan. At the end of your contract month you'll no longer get the extra features and benefits of Hive Live, and any remaining balance of the payment plan for the Hive Active Heating kit will need to be paid on demand.

### We may withdraw the product

We may write to you to let you know that we are going to stop providing the plan. We will let you know at least 30 days in advance of our stopping the plan and will refund any sums you have paid in advance for services that will not be provided.

### November 2017

## Cancellation form

If you wish to cancel your Hive account, you may use the wording below, call us on **0800 980 8614** (we are open 8.00am – 9.00pm Monday to Sunday) or email us to confirm your cancellation.

To: Centrica Connected Home Limited

Email: [help@hivehome.com](mailto:help@hivehome.com)

I hereby give notice that I wish to cancel my Hive Live service / payment plan / Hive Live service and payment plan.

Ordered / received on.....

Name: .....

Address: .....

Date: .....