



Hive Active Heating  
subscription terms  
and conditions

# About these terms

These are the terms and conditions for your **Hive Active Heating** subscription.

It's important you read them carefully, as they form the basis of your agreement with us. If you have any questions about these terms and conditions, please visit [britishgas.co.uk/hive](http://britishgas.co.uk/hive) or call us on **0800 980 8614\***

## Information about us and contact details

'We', 'us', or 'our' means British Gas Services Limited and Centrica Connected Home Limited.

By 'you' we mean the person(s) who is the account holder.

For technical issues and faults with your **Hive Active Heating** or **Hive Live** please contact us by email at [help@hivehome.com](mailto:help@hivehome.com) or visit [hivehome.com](http://hivehome.com). You can also contact us by calling the customer service team on **0800 980 8614\***. Phone lines are open 8.00am – 9.00pm Monday to Sunday.

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## Words in bold

Some of the words and phrases we've used have a particular meaning. We've highlighted these words in bold and explained what they mean below.

### 1. Definitions

<b>Hive Active Heating</b>	this allows you to control your thermostat remotely from your smartphone, tablet or laptop
<b>Hive Active Heating kit</b>	the kit that comes with your subscription, i.e. the <b>wireless thermostat</b> , the <b>receiver</b> and the <b>Hive Hub</b>
<b>Hive Live</b>	this offers additional features and benefits as described at section 6
<b>wireless thermostat</b>	this lets you control your heating and, if you have a separate hot water tank, your hot water, when you're in your home
<b>receiver</b>	this tells your boiler to turn on and off when it receives a message from the <b>wireless thermostat</b>
<b>Hive Hub</b>	this plugs into your broadband router so that you can control your <b>wireless thermostat</b> remotely from your smartphone, tablet or laptop
<b>app</b>	this is the mobile application which you need to download to your smartphone, tablet or laptop and be eligible for (see section 4) if you want to control your heating and hot water remotely
<b>Hive Multizone</b>	this is <b>Hive Active Heating</b> that works for more than one heating zone in your home e.g. if you have a thermostat upstairs and another one downstairs
<b>Hive products</b>	this means Hive products and accessories available now (or in the future). This currently includes <b>Hive Active Heating</b> , Hive Active Light, Hive Sensors, Hive Active Plug, Hive Camera, the Hive thermostat frame and the Hive thermostat stand
<b>eligible British Gas contract</b>	this means an energy or HomeCare contract or 5 year warranty with British Gas, unless that contract says it does not make you eligible for this subscription

## 2. Hive Active Heating subscription features

### What's included

- The **Hive Active Heating kit**
- Installation of the **Hive Active Heating kit**
- Control within your home of your heating and, if you have a separate hot water tank, hot water using the **wireless thermostat**
- Remote control of your **wireless thermostat** from your smartphone, tablet or laptop using the **app**
- Access to the additional features and benefits of **Hive Live** as set out at section 6

### What's not included

- **Hive Multizone** kits are not included as part of the subscription. If you want to use **Hive Multizone** you can buy the kits needed at the same time as the subscription or add them at a later date. **Hive Multizone** is designed to cover up to three heated zones in your home. If more than two **Hive Multizone** kits in addition to your **Hive Active Heating** are installed in your home, whether by us, a third party or you, we won't be responsible for their performance and faults won't be covered by the product guarantee or the ongoing warranty. You can order **Hive Multizone** online at [hivehome.com/products/hive-multi-zone-heating-control](https://hivehome.com/products/hive-multi-zone-heating-control)
- Please see section 9 for further details

## 3. Price and price changes relating to eligible British Gas contract(s)

The price of your subscription depends on whether or not you have an **eligible British Gas contract(s)**. The table below sets out how this may affect the cost of your subscription. We may vary this subscription price change in the future, but will provide at least 35 days' notice before we do so.

Your British Gas products	Price or price change
If you have an <b>eligible British Gas contract(s)</b>	Subscription cost will be £1 per month cheaper than if you don't have one
If you don't have an <b>eligible British Gas contract(s)</b>	Subscription cost will be £1 per month more expensive than if you do have one
If you no longer have <b>eligible British Gas contract(s)</b>	The cost of your subscription will go up by £1 per month
If you purchase another <b>eligible British Gas contract(s)</b> again in the future	The cost of your subscription will come down by £1 per month

## 4. What you will need

In order for your **Hive Active Heating** to work, you'll need:

- A working gas central heating system
- An existing domestic broadband connection with a spare Ethernet port connection
- An extra power socket close to your broadband router
- An Android, Amazon or iOS smartphone or tablet with an up to date operating system, if you want to use your smartphone or tablet to control your heating and hot water via the **app**
- An up to date web browser to use the online dashboard – IE10+, Chrome, Safari or Firefox

**Please note that Hive Active Heating subscription isn't available to existing Hive Live, Welcome Home Plan or other Hive subscription customers.**

## 5. Installation of the Hive Active Heating kit

### Installation

Installation of the **Hive Active Heating kit** must be arranged through us and completed by one of our engineers or contractors.

We won't pay any compensation if we're unable to complete the installation of the **Hive Active Heating kit** during the appointment, due to circumstances beyond our control. 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 installation appointment time for the installation of your **Hive Active Heating kit** on more than two occasions, we may charge extra for the installation.

### Tenants need landlord's permission

If you're a tenant, you'll need your landlord's permission before we can start the work, and we may need you to give us evidence that you've got this. If we carry out work at the landlord's property and you haven't got permission or have given us false or inaccurate information, you'll have to compensate us for any losses we suffer as a result.

### Reasonable timeframes

We'll confirm an installation appointment time to install your **Hive Active Heating kit**. 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 kit** 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'll agree any such charge with you first.

### Twelve month guarantee

All work, materials and parts purchased from us are guaranteed for twelve months from the date we install them. Within this twelve month period, if the materials or parts develop a fault then we will repair or replace them free of charge. If our work is faulty, we'll carry out the work again free of charge. This guarantee does not apply to any further unrelated faults with your central heating system or

appliances. This guarantee doesn't cover faults in your **Hive Multizone** system if you've had it installed in more than two heating zones in addition to your **Hive Active Heating**.

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

If your **Hive Active Heating** develops a fault you should call us to report this on **0800 980 8614\***.

## 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 contractors. All contractors are approved by us and are fully qualified. All our engineers and 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.

## Reasonable care

We'll take reasonable care to carry out the installation without causing unnecessary damage to your property. The installation – including removing or dismantling existing fixtures and fittings – may cause damage and you may need to redecorate, repair or restore certain areas after we finish the installation. This is your responsibility and is not included in the cost of your **Hive Active Heating** subscription. If we cause damage because of our negligence we'll put it right.

## Additional work

If additional work is needed to install the **Hive Active Heating kit** or to make it work there may be an extra charge. If this happens, we'll explain the reason for the additional work and let you know what the extra charge will be first, so you can decide if you'd like to go ahead.

## Unrelated faults

We won't be responsible for the cost of repairing or replacing parts of your existing central heating system which later develop a fault, unless it is the work we carried out that caused the fault. Any such repairs may be covered under your HomeCare agreement, if you have one, so please call us to check.

## 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, asbestos, 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.

## 6. Hive Live – additional features and benefits

As part of your subscription you'll have access to most of the features and benefits of **Hive Live** as set out in this section. We may change these features and benefits – please see section 8 for details.

### Discount on purchase of Hive products

We'll give you a discount of 10% when you buy any **Hive product** online or by calling **0800 980 0649\***.

### Free delivery

By having **Hive Live**, you'll also get free delivery on all **Hive products**. If the products are above £50 in value, delivery will also be tracked.

### SMS notifications

You can choose SMS notifications in addition to email and push notification for alerts from your **Hive products**. 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 joining **Hive Live** and/or if bought and paired whilst you have **Hive Live**. 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 membership of **Hive Live**, then we will repair or replace them free of charge. If you have British Gas HomeCare One – Four, or equivalents, or subsequently buy British Gas HomeCare One – Four, please be aware that both this warranty and your HomeCare agreement will cover faults in your **Hive Active Heating** system, resulting in dual cover.

If a fault does occur with your **Hive Active Heating** system, please call the Hive customer service team on **0800 980 8614\*** to report the fault. Please be aware that if you ask British Gas to repair a fault with your **Hive Active Heating** system under your HomeCare agreement, an excess may be payable.

### What Hive Live does not include:

- The ongoing warranty only applies to **Hive products** we provide; it doesn't apply to any other unrelated faults with their installation or with your central heating system or other appliances
- The 10% discount cannot be used in conjunction with any other offer unless expressly stated otherwise
- As a subscription customer you will not benefit from the upgrade discount otherwise available with **Hive Live**
- Free delivery does not include next day delivery, which you will still need to pay for if required
- If we think that your **Hive Active Heating** system is generating an unreasonably high number of alerts, we can change these to push notifications via the **app** or email notifications

## 7. General terms

### Period of agreement

Your subscription will begin when your **Hive Active Heating kit** is installed and will continue until you tell us you no longer want it or we cancel it. If you or we cancel in the first 24 months, a cancellation fee will apply, please see section 12 for more details.

### Personal use only

Your **Hive Active Heating** subscription is sold for personal use only and must not be resold. Any **Hive products** bought using the discount available under **Hive Live** are for personal use in your own home(s) and must not be re-sold. We will not repair or replace your **Hive products** under the ongoing warranty if we reasonably believe that you have not used the features and benefits for your personal use in your own home(s).

### Products and packaging may vary slightly from their pictures

The images of the **Hive Active Heating kit** and its packaging on our websites are for illustrative purposes only and your kit and packaging may vary slightly from those images.

### UK law

Your agreement is bound by the laws of whichever country your property is in i.e. England and Wales, or Scotland.

### English language

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

### Moving home

If you move home the subscription is not transferable to your new home. If you move within two years of starting the subscription a cancellation fee will be payable unless you sign up to a new subscription in your new home. Let us know as soon as possible if you are moving so that we can cancel your subscription, and set you up with a new subscription if you ask us to.

### Payment

Your payment will be due and payable monthly by Direct Debit only to British Gas Services Limited. Your subscription will not start and no payments will be charged until a minimum of 14 days after your **Hive Active Heating** installation has been successfully completed.

We'll send you an email confirming your Direct Debit instruction and payment details. Please note that your first monthly payment may be higher. Please check these details and contact us within ten working days if we've got anything wrong.

Payments will be debited from your bank account on the date agreed by you when you first signed up to your subscription. If there are any changes to the Direct Debit arrangements we'll let you know at least ten working days in advance.

## 8. Our right to make changes

### Changes to Hive Active Heating and Hive Live

We may change **Hive Active Heating** and **Hive Live**:

- To reflect changes in relevant laws and regulatory requirements
- To implement technical adjustments and improvements

### Changes to these terms

We may make changes to these terms and conditions e.g. to improve our service to you, to make these terms and conditions clearer or to reflect changes to **Hive Active Heating** and **Hive Live**. If any changes are made that will reduce the features and benefits of your subscription, we'll let you know at least 35 days before the changes come into effect and let you know if cancellation fees will apply if you wish to contact us to end the contract before the changes take effect. If you decide to cancel, the procedure and contact information can be found at section 12.

### Updates to digital content

We may update the **app** without telling you first, 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 Active Heating** works if this is caused by your own equipment – such as your smartphone or broadband – not supporting the upgrade.

### Price changes

We may vary the price of the product in future, but will provide at least 35 days' notice of our intention to do so and let you know if cancellation fees will apply if you decide to end the contract before the changes take effect. If you decide to cancel, the procedure and contact information can be found at section 12.

## 9. What's not included

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 Active Heating**
- Your smartphone, computer or internet browser is not compatible with **Hive Active Heating** – you can see the minimum system requirements in section 4 or at [hivehome.com/hive-installation](https://hivehome.com/hive-installation)
- Any subsequent changes made to your central heating system or broadband internet connection prevent your **Hive Active Heating** 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 Active Heating** 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 Active Heating** system
- Any costs, loss or damage that you suffer as a result of installing **Hive Multizone** in more than two zones in addition to your **Hive Active Heating**
- 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 your **Hive Active Heating** unless this is caused by us
- Any costs, loss or damage you experience by unauthorised use of your **Hive Active Heating**, e.g. if your smartphone or login details are lost or stolen. We advise you to keep your login details secret and to use PIN protection on your smartphone to prevent unauthorised use of your **Hive Active Heating** system. If you believe that someone has gained unauthorised access to your **Hive Active Heating** system, you can report this to us on our customer service number above and we'll do what we can to help you reset your Hive login 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 indirect loss or damage you experience following our failure to send you a notification in relation to any product
- Replacing the batteries for your **wireless thermostat** system controls
- The broadband internet connection to your home
- Providing a smartphone, tablet, computer or internet browser that is compatible with **Hive Active Heating**

The Hive website and **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 **wireless thermostat** in your home.

## 10. Complaints

To make a complaint:

- Call us on **0333 200 8899\***
- Email us at **ServicesCustomerTeam@britishgas.co.uk**
- Or write to us at:

**British Gas Services  
Customer Relations  
PO Box 4394  
Dunstable  
LU6 9LG**

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.

If you purchased your subscription 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.

## 11. Your personal information

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** or smart meters. 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:

- 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 – such as through your smart meter if you have one. 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 relevant laws and regulations.

We can use any of our information to contact you. We can contact you by post, email, phone, text message or any other kind of electronic communication (such as through your smart meter if you have one). We can also visit you.

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, Hive 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 contact you in any way about products and services we, and they, are offering. This can include by email, phone and text message, as well as any other form of electronic communication – such as through your smart meter if you have one. It can also include visiting you
- 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 Ofgem, another regulator or a 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
- To help an insurer manage your insurance policy, if you have one with us. The insurer can use the information for underwriting and claims, to help develop new services, and to assess financial and insurance risk

We may sometimes use partners from outside the European Economic Area (EEA), 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.

## Information you give us about other people

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, for example, 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.

## How you can see the information we have 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](mailto:privacy@britishgas.co.uk) or write to:

**Centrica Privacy Team**  
**British Gas**  
**30 The Causeway**  
**Staines-upon-Thames**  
**Middlesex TW18 3BY**

## 12. Cancellation

### When you can cancel your subscription

You can cancel your subscription at any time by calling us on **0800 294 9123\***, emailing us at **ServicesCustomerTeam@britishgas.co.uk** or writing to us at **HomeCare Membership Office, Murdoch House, Bothwell Road, Uddingston G71 7UD**. You can use the form on page 8, just be sure to include your name, home address, details of the order and, where available, your phone number and email address. Please see the table below for the charges that may apply if you cancel your subscription, what you need to do and whether your **Hive Active Heating** will continue to work.

### When we can cancel your subscription

We can cancel your subscription if:

- You don't make your payments
- We reasonably believe you are not using your subscription and **Hive Live** features and benefits for personal use
- You tell us you are moving home

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

If you miss a Direct Debit payment, we'll contact you to advise you of this and how you can make the missed payment. If your account remains unpaid for 60 days, we'll cancel your subscription. At the end of your contract month you'll lose the extra features and benefits of **Hive Live**.

### We may withdraw the product

We may write to you to let you know that we are going to stop providing the subscription. We will let you know at least 35 days in advance of our stopping the subscription and will refund any sums you have paid in advance for services that will not be provided and let you know if cancellation fees will apply.

When your subscription is cancelled	What do I need to pay?	What you need to do	Will my Hive Active Heating continue to work?
If you change your mind within 14 days of installation	£80	Let us know you've changed your mind within 14 days of the <b>Hive Active Heating</b> being installed.	You'll no longer be able to control your <b>Hive Active Heating</b> remotely and you'll lose the additional features and benefits of <b>Hive Live</b> . But it will work as a conventional thermostat which you'll be able to control and programme when you're in your home.
If your subscription is cancelled after 14 days after the installation but within 24 months	£150 up to the end of month 12 £70 from month 13 up to the end of month 24	Let us know you want to cancel your subscription.	Yes. Your <b>Hive Active Heating</b> will continue with full remote functionality, but you'll lose the additional features and benefits of <b>Hive Live</b> .
If your subscription is cancelled after 24 months	No charge	Let us know you want to cancel your subscription.	Yes. Your <b>Hive Active Heating</b> will continue with full remote functionality, but you'll lose the additional features and benefits of <b>Hive Live</b> .
If you cancel your eligible British Gas contract	An increased monthly amount for your <b>Hive Active Heating</b> subscription – an increase of £1 per month	Nothing in relation to your <b>Hive Active Heating</b> subscription. Please see the terms and conditions of your <b>eligible British Gas contract(s)</b> for cancellation information. We'll write to you about your <b>Hive Active Heating</b> subscription in the event that you cancel your <b>eligible British Gas contract(s)</b> to let you know about the price changes to your direct debit.	Yes. Your <b>Hive Active Heating</b> will continue with full remote functionality, and the additional features and benefits of <b>Hive Live</b> .

## Cancellation Form

If you want to cancel your subscription you can do so by returning this form. You can post the form to the following address:

**HomeCare Membership Office, Murdoch House, Bothwell Road, Uddingston G71 7UD**

You can also call us on **0800 294 9123\*** or email us at **ServicesCustomerTeam@britishgas.co.uk**

I wish to cancel the following products .....

Name .....

Address .....

Email .....

Telephone number .....

Signature ..... Date .....

\* We may record calls to help improve our service to you. Calls to 0800 numbers are free from mobiles and landlines. Calls to 0330/0333 numbers will cost you no more than 01 or 02 numbers from landlines and mobiles. If you get 'inclusive minutes' with your package, calls to 0330/0333 numbers will be part of these.

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