

Hive Terms and Conditions

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, along with your order form and our Privacy Notice, which can be found at 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 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.

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 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.

Our products

Product requirements

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

- A domestic broadband connection with sufficient bandwidth, Wi-Fi and 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 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, 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.

Cameras and audio monitoring devices

Our cameras and audio monitoring devices are advanced remote monitoring tools – when activated, they constantly monitor for visual and audio triggers. When triggered, the device will send a notification to your Hive app and commence recording until the trigger event has ended, and these recordings will be available to view on and download from your Hive app in accordance with the terms of your service plan.

We use sophisticated video and audio monitoring algorithms to do this trigger event detection – they are very good, but they are not perfect, and so we cannot guarantee that they will always detect a trigger event, nor can we promise that they will never mistake some other noise for a trigger event.

We use the Internet to receive the triggers and to send notifications to you – we will do our best to keep our infrastructure running but, even so, there may well be problems which prevent or delay delivery of notifications or performance of any Actions you have set.

For all of these reasons, your device is not a replacement for your own vigilance, nor should it be used in safety-critical applications. Please be sensible and thoughtful in terms of where you place cameras, and respect your neighbours' privacy.

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.

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 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, 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

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 (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 and domestic use only and must not be resold.

Products may vary slightly from their pictures

The images of the products 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 product'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 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 and the 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 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.

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. 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 Rights Act 2015.

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.

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.

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

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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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

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

Ordered / received on.....

Name:

Address:

Date: