

Terms and Conditions for Hive Active Heating™ (Hive Active Heating™ – subscription)

Please read this document carefully as it will tell you everything you need to know about the terms on which we will deal with each other following your purchase of a Hive Active Heating™ subscription.

In this document:

- We, us, our means British Gas Services Limited and British Gas Trading Limited
 - You or your means the person receiving the Hive Active Heating™ equipment and services under this agreement.
1. Your Hive Active Heating™ subscription is due and payable monthly and you agree to pay us your subscription fee each month by Direct Debit.
 2. If you cancel your agreement with us within 24 months of your subscription beginning or we cancel your agreement because you do not keep to the terms of this agreement, we may charge you a cancellation fee.
 3. Any cancellation fee we issue will not be more than the amount you would have paid for your Hive Active Heating™ subscription had you continued with this for 24 months less any costs we save, including the cost of no longer providing you with Hive Active Heating™.
 4. You can cancel this agreement up to 14 days after the day you receive your Hive Active Heating™ equipment. This is called your “cooling off period”. If you ask us to install Hive Active Heating™ before the cooling off period ends and then cancel, we can charge you reasonable costs for any work carried out before you told us you were cancelling. If you wish to cancel you can use the cancellation form included within these Terms and Conditions or alternatively call us on 0800 980 8614 (Phone lines are open Mon-Fri 8am-8pm, Sat 10am-2pm) or email help@hivehome.com to confirm your cancellation. Your notice of cancellation is confirmed as soon as you send it by email or call us.
 5. We may cancel this agreement for any reason at any time by giving you written notice. The cancellation will apply immediately. If we cancel this agreement (other than because you do not keep to the terms of this agreement) within 24 months of your subscription beginning, we will give you a full refund.
 6. When you sign up to your Hive Active Heating™ monthly subscription, you will receive a free thermostat, receiver and hub which will be professionally installed for you at no charge.
 7. For as long as you continue to pay your subscription fee we will provide you with a licence to use the Hive Active Heating™ software (consisting of a website and a mobile app) and access to the Hive Active Heating™ platform which allows you to remotely control your heating and, if you have a hot water tank, your hot water. The terms of use of the software will be governed by an end user licence agreement which you accept by using the software.
 8. After you subscribe to Hive Active Heating™ we will send you an email confirming your Direct Debit details. Please check the details in this email and contact us within 10 working days at help@hivehome.com or call 0800 980 8614 (Phone lines are open Mon-Fri 8am-8pm, Sat 10am-2pm) if we've got anything wrong.
 9. Your subscription fee will be debited from your bank account on the date agreed by you when you first signed up to your Hive Active Heating™ subscription. Your Hive Customer Reference Number (CRN) will be used as the reference. If there are any changes to the Direct Debit arrangements we will let you know at least 10 working days in advance.
 10. If our Direct Debit request is returned unpaid from your account, we will contact you to discuss how you wish to make the missed payment.

11. If our Direct Debit request is returned unpaid from your account for two consecutive attempts, we reserve our right to cancel your subscription.
12. If you have any queries about your monthly payments please contact us on 0800 980 8614 (Phone lines are open Mon-Fri 8am-8pm, Sat 10am-2pm) or email help@hivehome.com
13. Once you have subscribed to Hive Active Heating™, we will contact you to confirm an appointment time to install your Hive Active Heating™.
14. We are not responsible for any delay caused to your installation due to weather or any other circumstances beyond our control.
15. No compensation will be paid to you if we are unable to complete the installation of your Hive Active Heating™ during the appointment. However, we will make a further appointment with you to complete the work at no extra cost.
16. If you fail to keep an agreed appointment time for the installation of your Hive Active Heating™ on more than two occasions, we may make an extra charge for installation.
17. We will install your Hive Active Heating™ during normal working hours which are 8.00am to 6.00pm Monday to Friday. If you would like us to install Hive Active Heating™ outside normal working hours we may charge you extra (we would agree the extra charge with you beforehand). We will need access to your home at all times while we are doing the work.
18. To carry out your installation of Hive Active Heating™ as quickly as possible, we may need to use sub-contractors. All sub-contractors are approved by us and are fully qualified. All engineers carry identity cards.
19. There will be an extra charge for any changes or additional work which you ask for or if we find we have to carry out any additional work in order to install your Hive Active Heating™. If this happens, we will explain to you the reasons for the extra work and let you know what the extra cost will be.
20. Your Hive Active Heating™ subscription does not include the cost of removing any dangerous waste material (such as asbestos) which we become aware of when doing the work. You may decide to call a specialist contractor to do this work for you. Or, it may be possible for us to do this work for you at an extra cost which we will agree with you beforehand. If it is necessary to have any asbestos removed you must provide a clean air certificate before we will do any further work at your property.
21. 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 will assume that you have this permission. We will not be responsible if we carry out work and you do not have your landlord's permission. You will be responsible for any losses we suffer as a result of you failing to get your landlord's permission.
22. We will take reasonable care to carry out the installation without causing unnecessary damage to your property. We will make good any unnecessary damage that is directly caused by our negligence. However, you must accept that 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 Hive Active Heating™.
23. You will be responsible for ensuring that before we install your Hive Active Heating™ there is an adequate gas supply and an eligible gas central heating system at your property (please see hivehome.com for eligibility criteria).
24. If we need to connect new equipment to your existing central heating system, we will not be responsible for the cost of repairing or replacing parts of your existing system which later develop a fault, unless we have been negligent in not realising that installing Hive Active Heating™ may cause the damage or the way in which we did the work caused the fault. Also, we will not be responsible if your central heating system does not work properly because your water supply becomes inadequate or the water pressure varies.
25. All materials and parts provided by us are guaranteed for 24 months from the date your subscription begins. This does not affect the rights you have by law.
26. Within 24 months from your subscription start date, if the materials or parts develop a fault then we will repair or replace them free of charge. If our repair work is faulty, we will do the work again free of charge. Our repair work is guaranteed for one year from the date that we finish it.

27. This guarantee only applies to material we provide and repairs we carry out and does not apply to any further unrelated faults with the system or appliance.
28. This guarantee does not cover any fault in your Hive Active Heating™ caused by you tampering with it, your negligence or your failure to follow the Hive Active Heating™ user guide or these conditions.
29. These guarantees do not affect your legal rights in relation to the quality and description of goods and services. You can contact your local authority's trading standards department for information about your legal rights.
30. If your Hive Active Heating™ develops a fault you should call us to report this on 0800 980 8614 (Phone lines are open Mon-Fri 8am-8pm, Sat 10am-2pm).
31. Your Hive Active Heating™ allows us to see when your heating 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, in accordance with our Privacy Policy, if we think your system isn't working as effectively as it might.
32. We will not be responsible if we cannot fulfil our side of the contract for reasons which are beyond our control, such as fire, accidents, war, poor weather conditions, industrial disputes, strikes and lock outs which we are not directly involved in. We will only be liable for losses that could have been expected.
33. We will not be responsible and no refund will be given if:
 - a. your broadband internet connection to your home is not sufficient to support Hive Active Heating™; or
 - b. any subsequent changes made to your heating system prevent your Hive Active Heating™ from working.
34. We are not responsible for the following:
 - a. Any costs, loss or damage that you suffer as a result of not using Hive Active Heating™ in accordance with the user guide or as a result of a problem caused by your mobile phone or internet connection (rather than the Hive Active Heating™ equipment).
 - b. Any costs that you incur as a result of exceeding the permitted data limit on your broadband or mobile phone.
 - c. Any loss or damage caused as a result of downloading or upgrading the software connected to Hive Active Heating™ unless this is caused by our negligence.
 - d. Any costs, loss or damage that you suffer as a result of any unauthorised use of your mobile phone (e.g if it is lost or stolen). We advise you to use pin protection to prevent unauthorised use of your Hive Active Heating™.
 - e. Any loss or damage you suffer as a result of you or anyone else altering the radio frequency allocations of your system controls.
 - f. Replacing the batteries for your system controls.
 - g. The broadband internet connection to your home.
35. Nobody other than you will be able to benefit from this agreement.
36. Hive Active Heating™ is sold for personal use only and must not be resold.
37. We will only send you a maximum of 1200 messages each year (you can sign up to receive text messages about certain things, for example if the temperature in your home goes beyond a certain level).
38. From time to time we may need to update your Hive Active Heating™ software. If your own equipment (such as your phone or broadband) does not support this upgrade, this could affect the functionality of your Hive Active Heating™.
39. The Hive website, mobile application and services provided through these may be temporarily unavailable if we have to carry out routine or emergency maintenance. We will 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 thermostat in your home.
40. Your Hive Active Heating™ is part of your home heating system, it is not possible to reinstall any of the equipment in another property.

- 41.** If you move house, you will need to cancel your Hive Active Heating™ subscription. Any cancellation fee payable will be waived if you sign up to a new subscription for Hive Active Heating™ for your new house.
- 42.** If you have British Gas HomeCare 100 – 400™ or subsequently buy British Gas HomeCare 100-400™ you should be aware both the Hive guarantee and the HomeCare product will cover any fault in the Hive Active Heating™ equipment, resulting in dual cover.
- 43.** These terms and conditions (including the Privacy Policy) set out the whole agreement between us and you. If you have any queries, please contact 0800 980 8614 (Phone lines are open Mon-Fri 8am-8pm, Sat 10am-2pm).
- 44.** We can change the terms of this contract at any time. We will put the changes on our website at hivehome.com. We will let you know in writing if we make a change. If you are not happy with this change, you can cancel this contract and receive a full refund by notifying us by emailing help@hivehome.com.
- 45.** The terms and conditions for all our products and services are written in English and all contact we have with you will be carried out in English. Your agreement is governed by the Laws of England and Wales.
- 46.** The terms and conditions for all our products and services are written in English and all contact we have with you will be carried out in English. Your agreement is governed by the Laws of England and Wales unless you live in Scotland in which case the laws of Scotland apply.



Hive Active Heating™ cancellation form

If you wish to cancel Hive Active Heating™ subscription you can use the below form or alternatively call us on 0800 980 8614 (Phone lines are open Mon-Fri 8am-8pm., Sat 10am-2pm) or email help@hivehome.com to confirm your cancellation.

To: British Gas Trading Limited

Email: help@hivehome.com

I/We hereby give notice that I/We cancel my/our Hive Active Heating™ Agreement

Name: _____

Address: _____

Signature: _____

(only if this form is notified in paper)

Date: _____

Privacy policy

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™ 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 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 (such as through your smart meter if you have one). It can also include visiting you.

We can monitor and record any of your communications with us, including telephone conversations and emails, to make sure we're giving you a good service and meeting our regulatory and legal responsibilities.

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 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 (for example, 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 (for example, 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.

Some of our work might be carried out outside the European Economic Area (EEA), and so might the people or organisations we share your information with. That means your information could be moved to countries that don't have the UK's standards or protection for personal information. If that happens, we'll make sure there are adequate safeguards. We'll still collect, store and use your personal information the way we explain here.

What happens if we think you need extra care

If we believe that you need extra care, we can record that in our information about you. The extra care might be because of your age, health, disability or financial circumstances, or it could be because you are vulnerable for another reason. We can record such information for any member of your household. We'll keep this information so that we don't stop your supply.

We assess which customers need extra care and we record and share that information in line with Energy UK's 'safety-net procedures'.

To get more information on these procedures go to energy-uk.org.uk/publication/finish/30/308.html.

We can share the information with:

- social services, charities, and support organisations, if we think that they could help you or any other members of your household by making sure your property has a gas or electricity supply;
- other energy suppliers, if we believe that you're thinking about changing supplier; and
- the relevant gas transporter, metering agents or the network operator.

Information you give us about other people

If you give us information on behalf of someone else, you confirm you've given them the information in this document. You also confirm that they've given permission for us to use their personal information as we've described here.

If you give us sensitive information about yourself or other people, you agree we can use that information as we've described in this contract. That sensitive information could include, for example, health details or details of household members' criminal convictions.

If you give us sensitive information about someone else, you confirm that they have agreed we can use the information as we've described in this contract.

How you can see the information we have about you

You're entitled to a copy of the information we hold about you, and to ask us to correct any inaccurate information. We can charge you a small fee for providing a copy of the information we hold. For more information, please contact our Privacy Team by writing to them at:

Lakeside West
30 The Causeway
Staines
TW18 3BY.

Or you can email CentricaDataProtection@Centrica.com