

# Hive Leak Plan – HomeCare customers

## Terms and Conditions

These are the terms and conditions for your Hive Leak 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. By pairing your Hive Leak Sensor with your Hive account, you accept these terms and conditions.

### Information about us and contact details

We, us or our means Centrica Hive Limited (trading as Hive).

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 get alerts, you'll need

- To create a new Hive account if you don't already have one
- A Hive Leak Sensor. This will be posted to you
- An always-on Wi-Fi broadband connection
- An Android, iOS or Amazon smartphone with an up to date operating system to receive alerts from the Hive Leak Sensor via the Hive app. Please note that your smartphone will need to have reception and data coverage to be able to receive alerts

## Hive Leak Plan features

The Hive Leak Sensor will monitor water within your home and send a notification to your smartphone whenever it detects an abnormal or unexpected duration or rate of water flow.

Please note that the Hive Leak Sensor will not detect any leaks in your home that are not from the water mains pipes. It will also not detect leaks that are on a closed system, for example on your central heating system or waste system. The sensor will also not detect multiple leaks, or a new leak where an existing leak still exists and has not been repaired.

## What's included

- The Hive Leak Sensor
- Access to and control of your Hive Leak Sensor from the Hive app
- Notifications to your smartphone of any events

## What's not included

- The Hive Hub or any other Hive products or services
- Installation – the Hive Leak Sensor can be installed by you. Please see the product user guide for help on how to do this.
- Any call-outs, related services or work that you may require in the event of a leak being detected in your home. This may be included in your HomeCare agreement. Please check the terms of your HomeCare agreement.

## General terms

### Period of agreement

Your agreement will begin when you take out your Hive Leak Plan and will continue until you tell us you no longer want it or we cancel it. If you or we cancel your HomeCare agreement, you will no longer receive notifications from your Hive Leak Sensor.

### 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.

### 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.

### 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

The Hive Leak Sensor is an advanced detection device – it constantly monitors the water temperature and flow in your mains pipe. When it detects an unusual flow, the device will send a notification to your Hive app, and the app will lead you through some trouble-shooting steps.

We use sophisticated diagnostic algorithms to do this leak detection – they are very good, but they are not perfect, and so we cannot guarantee that they will always detect a leak, nor can we promise that they will never mistake some other event for a leak. 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 to you. For all of these reasons, your Hive Leak Sensor is not a complete replacement for your own vigilance.

Please note that, as the Hive Leak Sensor needs to learn about the water usage in your home, you won't receive any notifications during the first 24 hours after installation of the sensor.

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. You can always check our website at [hivehome.com](https://hivehome.com) which will contain details of any routine maintenance and service issues.

## 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 Leak Sensor – 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 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;
- any costs, loss or damage you experience following our failure to send you a notification in relation to any Hive product;
- any costs, loss or damage you experience which is caused by the incorrect installation of your Hive Leak Sensor by you or a third party;
- any costs, loss or damage you experience from any water leaks that occur in the first 24 hours after your Hive Leak Sensor has been installed;
- any costs, loss or damage you experience if your Hive Leak Sensor fails to send you an alert or sends you a false alert and this is due to factors outside of our control, for example the sensor has been damaged or your smartphone cannot receive notifications;
- any costs, loss or damage you experience by exceeding the permitted data limit on your broadband or smartphone;
- any loss or damage you experience by downloading or upgrading the software connected to your Hive system unless this is caused by us; or
- any damage caused to your property or Hive products by anyone but us.

## 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

You can cancel your Hive Leak 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.

When you cancel your plan, you will no longer receive alerts but will need to remove and deactivate your Hive Leak Sensor.

## 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.

## March 2018

## Cancellation form

If you wish to cancel your Hive Leak Plan, 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 Hive Limited

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

I hereby give notice that I wish to cancel my Hive Leak Plan.

Ordered / received on.....

Name: .....

Address: .....

Date: .....