

September 2018

Hive Terms and Conditions

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Introduction

Hello – and welcome to Hive.

These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content. Please read them as they, along with your order form 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.

The protection of your personal information is important to us. We respect your privacy and want you to understand what we do with the information we hold about you. We recommend that you read our Privacy Notice, which can be found at hivehome.com/privacy, to understand how we collect and use your personal data and your data protection rights. Please note that our Privacy Notice does not form part of your contract with us, and that Centrica Hive Limited is the data controller of your personal data.

You can contact Centrica's data protection officer by writing to The Data Protection Officer, Centrica Plc, Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD. You can also contact our data protection officer at privacy@centrica.com.

Information about us and contact details

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

If you purchased a Hive product from one of our retail partners, Hive is the supplier of the services, and any included installation service, on behalf of that retailer.

To arrange professional installation of Hive Active Heating, Hive Multizone or any other product or service that includes professional installation, please visit us at hivehome.com or contact us on our service number below.

And please contact us if you have any questions or complaints about any product or service.

You can do that by email at help@hivehome.com or visit hivehome.com. You can also contact us by calling our customer service team on **0333 202 9614**. We are open 8.00am – 9.00pm Monday to Sunday and calls cost no more than 01/02 numbers.

Complaints

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're not satisfied with our final response, or it's been more than eight weeks since we received your complaint, you may be able to take it to the Utilities ADR. For more information, visit utilitiesadr.co.uk.

If you have a complaint about products bought from us online, then alternatively you can visit the European Commission's online dispute resolution platform which will help route your complaint to us. For more information, visit ec.europa.eu/consumers/odr.

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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're 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're 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 have a legal duty to supply products that comply with this contract. See 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://www.adviceguide.org.uk) or call 03454 04 05 06.

Cancellation

If you bought your Hive product directly from the Hive website, you can have certain rights of cancellation, including:

- a right to change your mind and get a refund up to 14 days after the day you receive your Hive product. If you want to cancel Hive Active Heating or Hive Multizone which has already been installed, we may charge you a fee for any work we carried out before you confirmed your cancellation. Please see the **Cancellation** section below for more information; and
- if we fail to deliver the product within 30 days of you placing your order, you can cancel your order and get a full refund.

Hive products

In relation to 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.

Hive app

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.

Hive services

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

- if a service isn't 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.

Products

Requirements

Most Hive products require a Hive Hub to work. To use Hive products, you'll need in the property where the devices are being installed:

- A domestic broadband connection with sufficient bandwidth, Wi-Fi and a spare Ethernet port connection
- An extra power socket close to the broadband router

You'll also need:

- An Android or iOS device with an up to date operating system, with Internet access, if you want to monitor and/or 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're upgrading to Hive Active Heating 2 from Hive Active Heating, the new kit will comprise of a new Hive thermostat. If you're 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're adding Hive Active Heating to an existing Hive system, the kit will comprise of a Hive thermostat and a Receiver as you'll 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'll 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's 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's 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 – such as Hive View and Hive Hub 360 – are advanced remote monitoring tools. When activated and not in privacy mode, they monitor for visual and audio triggers (depending on the product). When triggered, the device will send a notification to your Hive app and start 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 trigger the detection of people, motion or sounds – they are very good, but they are not perfect, and so we can't guarantee that they'll always detect a trigger event, nor can we promise that they'll never

mistake another noise for a trigger event. Hive Hub 360 can detect glass in windows or doors breaking, smoke and carbon monoxide alarms and a dog barking in the home.

We use the Internet to receive the triggers and to send notifications to you – we'll do our best to keep our infrastructure running but there may be instances which prevent or delay notification delivery or performance of any Hive 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

All materials and parts purchased from us are guaranteed for one year from the date that you set them up and/or pair them with the Hive Hub. Within this one-year period, if the materials or parts develop a fault then we'll 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.

Packs

General terms

In addition to buying Hive products as a one-off payment, you can buy Hive products as one of our packs below or make up your own with your choice and number of products.

Period of agreement

Your agreement will begin when you buy your pack and will continue for 12 months, unless you tell us you want to cancel it, or we cancel it. If you or we cancel in the first 12 months, the remaining balance of your payment plan will become payable. Please see the **Cancellation** section below for details.

Limitations

You must spend a minimum of £100 and a maximum of £500 on a pack in order to take out a payment plan for it. Please note that payment plans are subject to a combined maximum amount of £1,000 per customer.

If you want to cancel a payment plan, you must return all the products comprising the pack in order to receive a refund.

Close to Home

This pack gives you a family of Hive products, including Hive View with Hive Video Playback Membership.

What's included

- One Hive View camera
- Two Hive Light Cool to Warm White bulbs
- Two Hive Window or Door Sensors
- One Hive Plug
- A Hive Hub if you don't already have one
- Access to the additional features and benefits of Hive Video Playback Membership as set out below

Warm Welcome Home

This pack combines Hive Active Heating with a family of Hive products.

What's included

- Hive Active Heating
- Two Hive Light dimmable bulbs
- One Hive Plug
- One Hive Motion Sensor
- A Hive Hub if you don't already have one
- An Amazon Echo Dot
- Installation of Hive Active Heating, and Hive Multizone if ordered (if you have bought installation)

Welcome Home

This pack provides a family of Hive products.

What's included

- Two Hive Light dimmable bulbs
- One Hive Plug
- One Hive Motion Sensor
- A Hive Hub if you don't already have one

Installation

Self-installation

If you've bought any Hive product without 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 do to your property or suffer which is caused by the incorrect installation of your Hive product.

If you've bought Hive Active Heating or Hive Multizone without installation, we recommend that you arrange for it to be installed 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 doesn't work properly because your water supply becomes inadequate or the water pressure varies.

Professional installation

Arranging installation

If you have bought a product, pack or service that includes professional installation, please contact us on the details above to book an installation appointment. We agree to carry out the work to install and provide your Hive product on these terms and conditions.

If you bought a Hive product with professional installation included 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 during installation.

Our territories

Please note that we cannot arrange for installation of Hive products in Northern Ireland.

Reasonable timeframes

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

We'll install your Hive product 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 **Requirements** clause of the **Products** section.

Engineers

Normally, we'll send a British Gas engineer to carry out the work but 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 product 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 or anyone else fails to keep an agreed appointment time for the installation of your Hive products 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 product.

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 other appliances.

If your Hive product 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.

Services

General terms

In addition to our products, we offer various services.

Period of agreement

Your service agreement will last for as long as you continue to make your monthly payments, you tell us you no longer want it or we cancel it. Please see the **Cancellation** section below for details.

Cancellation

You can cancel the service at any time and will stop receiving that service. If you contact our call centre to cancel your service at least ten calendar days before your next payment is due to be taken, you won't be charged for the next month. If you cancel in the last ten days of the billing period, your service will end the month after.

Our services are subject to withdrawal or variation at any time. Where a service is to be withdrawn, we will always try to give you prior written notice (by email) of the withdrawal and any reasons for the withdrawal.

We reserve the right at our sole discretion to refuse a service for any customer.

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.

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

What's included

- The Hive Leak Sensor
- Access to your Hive Leak Sensor from the Hive app
- Notifications to your smartphone if unusual flow of water is detected

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 or 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 household insurance agreement. Please check the terms of your agreement.

Cancellation

If you or we cancel in the first 12 months, a cancellation fee of £15 will be payable.

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 troubleshooting 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.

Hive Live

Features

Hive Live is available to anyone, whether a new or existing Hive customer, and will entitle members to the following benefits.

Ongoing warranty

This warranty applies to all Hive products you own. Please note that the Hive products must be working and already paired with your Hive Hub at the point of joining Hive Live to be covered by this warranty. Any Hive products bought and paired whilst you have Hive Live will also be covered. If you've bought a Hive product within the last year, this guarantee will apply in addition to the one-year product guarantee offered with all Hive products. If any covered Hive products develop a fault during your Hive Live membership we will repair or replace them free of charge.

If you have British Gas HomeCare or subsequently buy British Gas HomeCare, please be aware that both this guarantee and your HomeCare agreement will cover faults in your Hive Active Heating thermostat, resulting in dual cover. If a fault does occur with your Hive thermostat, please call the Hive team on **0333 202 9614** to report the fault. Please be aware that if you ask British Gas to repair a fault with your Hive thermostat under your HomeCare agreement, an excess may be payable.

Limitations

This guarantee only applies to products we provide; it doesn't apply to any other unrelated faults with their installation or with your central heating system or other appliances.

This guarantee is subject to fair use and we may not be able to repair or replace your Hive products if we suspect any abuse.

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.

Discount on purchase of Hive products

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

Discount on upgrade of Hive Active Heating

We'll also give you a discount of 30% when you buy an upgrade to Hive Active Heating 2.

This discount only applies to an upgrade of Hive Active Heating and doesn't apply to further Hive products you buy that are not upgrades.

Free delivery

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

SMS notifications

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

Hive Video Playback Membership

Features and benefits

Hive Video Playback Membership gives you access to the features and benefits set out here. The access to these features and benefits will last for as long as you continue to make your monthly payments. We may change these features and benefits – please see below for details.

30-day camera history

We'll give you rolling 30-day camera history with Hive Video Playback for up to two Hive View cameras.

SMS notifications

You can choose SMS notifications in addition to email and push notification for alerts from your cameras and any other Hive products you already own. 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 visible on your Hive account or Hive app dashboard either at the point of taking out the Hive Video Playback Membership and/or if bought and paired during your plan. This warranty will apply in addition to the one-year product guarantee offered with all Hive products.

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

If you have several different plans, your products might be covered twice.

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

Discount on purchase of Hive products

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

Discount on upgrade of Hive Active Heating

We'll also give you a discount of 30% when you buy an upgrade to Hive Active Heating 2.

This discount only applies to an upgrade of Hive Active Heating and doesn't apply to further Hive products you buy that are not upgrades.

Free delivery

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

Number of cameras supported

Please note that Hive Video Playback Membership is intended to support up to two Hive View cameras – your service may suffer if you try to use more than two cameras, and we reserve the right to cancel your service if you have more than two cameras installed.

Payment

Products

You need to pay for your Hive products at the time you buy them. Or if you're buying a pack, your payment plan must be repaid within 12 months from the date you order it. When buying a pack, you agree to make 12 payments of an equal amount each month by credit or debit card for the duration of your agreement. We won't charge any interest. You must pay your first monthly payment at the point of purchase.

Services

After you've ordered a service, we'll send you an email confirming your payment arrangement, including how much your monthly payment will be and the date payment will be taken.

If you're an existing Hive service customer, your monthly payments for any new service will be merged with your existing monthly Hive service payment and we'll take both payments on the same date.

General

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

If you're an existing Hive subscription customer, your monthly payments for your products will be merged with your existing monthly Hive payment, and we'll take both payments on the same date.

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

Limitations

Purchases of any products, packs or services are subject to a maximum value of £1,000 per customer and we reserve the right to refuse any orders that exceed this value.

What happens if you don't make a payment

If your payment fails, we'll contact you to discuss arrangements for taking payment and, if we do not receive payment within the following two days, any service you have will cease.

If you have Hive Live, this will mean that you will no longer receive the features and benefits of that service, and your Hive products won't be covered by the ongoing warranty. You also won't be able to access any discounts or receive or enable SMS notifications until payment has been made.

If you have Hive Video Playback Membership, this will mean that your 30-day camera history will stop rolling and will revert to 24-hour camera history and you will no longer have access to your 30-day history, your Hive products won't be covered by the ongoing warranty, you will not be able to access any discounts, or receive or enable SMS notifications until payment has been made.

If you have bought Hive Video Playback Membership as part of a Close to Home Plan, your entitlement to use the payment plan will also cease and you will need to pay the remaining balance of the payment plan for your Hive products on demand.

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

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

General terms

Personal use only

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

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.

Who can benefit from these terms and conditions?

Nobody other than you can benefit from, or enforce, 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 your 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.

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, unless expressly permitted by law.

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.

Moving home

Your Hive Active Heating, and Hive Multizone if you have it, is part of your home heating system. It is not possible to reinstall Hive Active Heating or Hive Multizone at your new home. If you move home, you must leave all your Hive Active Heating equipment behind except your Hive Hub, which you should take with you to your new home.

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 for further assistance.

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 Protection Act 1987.

Damage to your property

If we are providing services in your property, we will take reasonable care to carry out any installation without causing unnecessary damage to your property. We will make good any unnecessary damage to your property that is directly caused by our negligence while providing such services. However, the installation (including removing or dismantling existing fixtures and fittings) may cause damage and certain areas may need redecoration after the installation is finished. This is your responsibility and we won't be liable 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 or any other losses (whether direct or indirect), including penalties or fines, incurred by you as a result of such use.

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 **Requirements** section above.

General exclusions

We won't be responsible for:

- any costs, loss or damage that you or anyone else suffers as a result of not using 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;
- except in cases of personal injury as a result of negligence, any loss or damage you or anyone else experiences following our failure to send, or your failure to receive, a notification to you or anyone else in relation to any Hive product or service; or
- any accidental damage to your Hive products you've caused.

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.

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 product 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.

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

When you cancel	What do I need to pay?	What you need to do	Will my products continue to work?
If you change your mind within 14 days of receiving your products	No charge, but if you ask us to install your Hive Active Heating or Hive Multizone within 14 days of receiving your kit and then cancel, we can charge you reasonable costs for any work we carried out before you confirmed your cancellation	Let us know you've changed your mind within 14 days of receiving your products	No. You'll need to return your Hive products to us within a reasonable time to avoid having to pay the outstanding balance of any plan
If you cancel after 14 days of receiving your products but within 12 months	The balance of any plan that is outstanding, or in the case of Hive Leak Plan, a cancellation fee of £15	Let us know you want to cancel	Yes. Your Hive products will continue to work with full remote functionality. If cancelling a service, you'll lose any features and benefits of it. If cancelling Hive Leak Plan, you'll no longer receive alerts but will need to remove and deactivate your Hive Leak Sensor
If you cancel after 12 months	No charge		

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

If we fail to deliver the product within 30 days of you placing your order, you can cancel your order and get a full refund.

When we can cancel your agreement

We can cancel your agreement if you don't make your monthly payments. If we cancel your agreement, the charges described in the table above will apply.

If you miss a payment, we'll contact you to advise you of this and how you can make the missed payment. If your account remains unpaid for more than 24 days, we'll cancel your agreement. At the end of your contract month you'll no longer receive any alerts, and if you are in the first 12 months of your agreement, the charges described above will need to be paid on demand.

We may withdraw the product

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

Cancellation form

If you wish to cancel your Hive account, you may use the wording below, call us on **0333 202 9614** (we're open 8am – 9pm Monday to Sunday) or email us to confirm your cancellation.

To: Centrica Hive Limited

Email: help@hivehome.com

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

Ordered / received on:

Name:

Address:

Date: