



July 2020

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 9.00am – 7.00pm Monday to Friday and 9.00am – 5pm on Saturday (with only Webchat available on Sunday from 10:00 am to 5:00pm) 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.

Key exclusions and limitations

General exclusions

Please see the **General exclusions** section on page 16 below to find out what we are not responsible for.

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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:

- Thermostat – this lets you control your heating and hot water manually
- Receiver (for use with the wireless thermostat) – 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

We have a wireless and a wired thermostat, depending on your existing heating system and accessibility. The wired thermostat is for when you have a combination boiler with an existing thermostat wired to it and you are happy to keep your thermostat in its current location. If you want to control your hot water, do not have existing thermostat wiring to where you want your thermostat to be and want to be able to move the thermostat around your home, you should use the wireless thermostat. This will require a separate Receiver to be installed.

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 five – 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 six heated zones in your home. If it's installed in more than six 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 six 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 six 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 six 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

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, the Isle of Man, the Channel Islands and certain Scottish highlands and islands. Please check if installation is supported at your address before booking to avoid disappointment.

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

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 product(s). 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.

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 product(s). 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.

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.

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.

Please see the **Termination** sections for each service below for details of what will happen to your service when you cancel it or fail to make payment when due.

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 HomeShield

Hive HomeShield enables certain Hive devices to monitor your home and send notifications to your smartphone via the Internet whenever they detect unexpected activity.

Key points:

- The Hive HomeShield service will only monitor the areas, doors or windows where the devices are installed, and only where the devices are installed correctly and are functioning.
- 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 be problems which prevent or delay delivery of notifications.
- It is up to you what action you take in response to a notification. Any call outs or related services or support that you or anyone else may require or choose to instigate in the event of any notification is not included in the Hive HomeShield service.
- To get notifications, you'll need:
 - a Hive account and the Hive app;
 - to install certain Hive devices in your home (or have them installed professionally);
 - an always-on Wi-Fi network connected to a broadband connection in your home;
 - an Android or iOS smartphone with an up-to-date operating system to receive alerts from the Hive products via the Hive app. Please note that your smartphone will need to be switched on and have internet access to receive alerts; and
 - an active subscription to Hive HomeShield service.

Features and benefits

Hive HomeShield is our smart alarm system. It connects certain Hive devices by a smart service, giving you complete control of all your home security in your Hive app. Hive HomeShield gives you access to the features and benefits set out below 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 HomeShield for each of your Hive View cameras, depending on your plan.

Ongoing warranty

This warranty applies to your Hive products that are associated with your HomeShield service, working and visible on your Hive HomeShield dashboard in the Hive app either at the point of taking out Hive HomeShield and/or if bought and paired during your subscription.

The Hive products that can be associated with Hive HomeShield and that are covered by this warranty are the Hive Keypad, the Hive Siren, Hive Lights, Hive Plugs, Hive Sensors, Hive Hubs (Nano 2, Nano 2.5 and Hive Hub 360) and Hive signal boosters. The warranty will apply to the number of Hive View cameras covered by the level of Hive HomeShield service included in your plan, and will apply to the camera(s) that it is attached to on purchase and cannot then be transferred to another Hive View camera.

This warranty does not cover any Hive Active Heating products (thermostats or Hive Radiator Valves), Hive Leak Sensor, Boiler IQ or any third party products that integrate with Hive, such as Philips Hue lights or any Amazon or Google devices. This warranty also does not cover the replacement of batteries in any Hive product.

This warranty will apply in addition to the one-year product guarantee offered with your Hive products and will cover any Hive products you have previously purchased, but your Hive products must be included in the Hive HomeShield dashboard of your Hive app at the time of any issues arising for them to be covered by this warranty.

If any qualifying Hive product develops a fault during your Hive HomeShield subscription, then we will repair or replace it free of charge. This warranty does not include the installation of repaired or replacement products, which will be your responsibility. If you want us to help with this, please contact us on the details above to find out about our charges and book an appointment.

If you have more than one plan including cover, 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.

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 HomeShield may be limited to the number of cameras depending on your plan, being one, two or an unlimited number, which must all be installed at the same address and paired to your Hive account.

Please note that the system performance and quality of livestreaming and recordings history will depend on your broadband speed at your property, and if you have multiple cameras installed, you accept that this may impact the availability and quality of livestreaming.

Products

Hive HomeShield works with certain Hive devices, which may be standalone products that connect by Wi-Fi or may be added to your existing Hive system, whether you have Hive Active Heating or other Hive products. If the products need to be connected to a Hive system, you will need a Hive Hub to allow the Hive products to function.

Hive HomeShield works with the following Hive devices, which may be used in any number or combination: Hive Siren, Hive Keypad, Hive Sensors, Hive View, Hive View Outdoor, Hive Lights, Hive Plugs and the Hive Hub.

Exclusions

Please note that we will not be responsible for:

- any call outs or related services or support that you or anyone else may require as a result of any notifications being received;
- any costs, loss or damage that you or anyone else suffers as a result of any Hive products or services failing to detect a break-in because of a system failure;
- any costs, loss or damage that you or anyone else suffers as a result of any Hive products or services failing to detect a break-in because the Hive products do not cover the relevant section of your property;
- any costs, loss or damage that you or anyone else suffers as a result of any Hive products not being properly installed; or
- any costs, loss or damage that you or anyone else suffers as a result of the records provided by any Hive products or services being considered insufficient evidence of adequate security by an insurance company.

Limitations

The Hive HomeShield service and devices are for personal and domestic use only at a single residential property. The Hive devices are not certified by Underwriters Laboratories or any equivalent certification and may not be accepted by an insurance company as adequate evidence of damage or loss to support an insurance claim.

The Hive HomeShield service and devices may not function properly if installed or used in any location other than your home address, and you agree to have them installed only in your own home and at a single address.

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 service.

Termination

If you cancel your Hive HomeShield or fail to make payment when due, you will no longer receive the features and benefits of that service. This means that the devices will continue to work, but 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. You will lose the app functionality of Hive HomeShield and certain service features and your Hive View camera(s) 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.

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. The Hive Leak Sensor will detect all continuous water flows, and it will also distinguish between strong and weak flows. These flows could be from visible damage like a cracked pipe, or hidden flows like a faulty water appliance that needs fixing, for example a push-button toilet or dripping header-tank valve.

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. It will not pick up leaks in sealed hot water heating or wastewater systems as these are not directly fed from the cold water main supply. The sensor will also not detect multiple leaks, or a new leak where an existing leak still exists and has not been repaired.

Exposure to outside air can impact the ability of the sensor to reliably detect flows of water, so the Hive Leak Sensor must be installed inside the property and not, for example, in a garage and close to the mains water shut-off valve.

Partners

If you have been provided with your Hive Leak Sensor by one of our partners, for example an insurance provider, as a product linked to a home insurance policy, you agree that we will share certain data about your usage of the device with those partners, and they may use the fact that you have this device, along with information about your usage of it, in assessing their pricing and policy terms, and to assess your eligibility to claim under your insurance policy.

Limitations

Hive Leak Plan does not include 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 household insurance agreement. Please check the terms of your agreement.

Product requirements

To get notifications, 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.

Cancellation

If you or we cancel in the first 12 months, a cancellation fee of £15 will be payable. You'll also no longer receive notifications but will need to remove and deactivate your Hive Leak Sensor.

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.

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. This warranty does not include the installation of repaired or replacement products, which will be your responsibility. If you want us to help with this, please contact us on the details above to find out about our charges and book an appointment.

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.

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.

Termination

If you cancel your Hive Live or fail to make payment when due, 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.

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 or annual 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 each of your Hive View cameras, depending on your plan.

Ongoing warranty

This warranty applies to your Hive View camera(s) that are working and visible on your Hive account or Hive app dashboard either at the point of taking out Hive Video Playback Membership and/or if bought and paired during your membership. This warranty will apply in addition to the one-year product guarantee offered with your Hive View cameras and will cover any Hive View cameras you have previously purchased if your Hive Video Playback Membership level of plan covers a sufficient number of cameras. The warranty cover will apply to the Hive View camera(s) that it is attached to on purchase and cannot then be transferred to another Hive View camera(s).

If any Hive View camera develops a fault during your Hive Video Playback Membership, then we will repair or replace it free of charge. This warranty does not include the installation of repaired or replacement products, which will be your responsibility. If you want us to help with this, please contact us on the details above to find out about our charges and book an appointment.

If you have more than one plan including cover, 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.

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 may be limited to the number of cameras depending on your plan, being one, two or an unlimited number, which must all be installed at the same address and paired to your Hive account.

Please note that the system performance and quality of livestreaming and recordings history will depend on your broadband speed at your property, and if you have multiple cameras installed, you accept that this may impact the availability and quality of livestreaming.

Termination

If you cancel your Hive Video Playback Membership or fail to make payment when due, 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 View camera(s) won't be covered by the ongoing warranty, you will not be able to access any discounts until payment has been made.

If you bought Hive Video Playback Membership as part of a Hive Home Security pack, 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 you do not pay

off the remaining balance, we may suspend or withdraw your service, and may appoint a debt collection agency to recover the outstanding balance.

Payment

Products

You need to pay for your Hive products at the time you buy them. Or if you're buying a HomeShield pack with professional installation and choose to take out a payment plan, on the terms set out below.

HomeShield packs

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

Period of agreement

If you're buying a HomeShield pack with professional installation and choose to take out a payment plan, 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.

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 note that if any outstanding balance is not paid, we may suspend or withdraw your service. Please see the **Cancellation** section below for details. We may also appoint a debt collection agency to recover the outstanding balance.

Limitations

You must spend a minimum of £250 and a maximum of £1,200 on a Hive HomeShield pack with professional installation included in order to take out a payment plan for it. Please note that payment plans are subject to a combined maximum amount of £1,200 per customer.

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.

We will take payment for any services monthly in advance and on the date of purchase, even if you have not received or installed your products.

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 or year (if you have bought Hive Video Playback Membership on an annual basis) 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.

What happens if you don't make a payment

If your payment fails for any reason, we will contact you and make further attempts to take payment. If we do not receive payment within 28 days of date when the payment was due, we may suspend or cancel your agreement and any service you have will cease. We also reserve the right to instruct a debt collection agency to recover any outstanding payments.

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

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 the software in 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.

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. Your Hive Hub is paired to your account and cannot be transferred to a new user.

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.

Products and packaging may vary

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.

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.

Pre-existing faults

We shall not be responsible for any faults or design faults that:

- were already there when your products were installed;
- existed when you first bought or installed a product or service; or
- we couldn't reasonably have been expected to know about.

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

What we are not responsible for:

We are not responsible for any costs, loss or damage that you or anyone else suffers as a result of the following:

- you or anyone else not using any Hive products in line with our instructions, including any user and installation guides;
- problems caused by your or anyone else's smartphone, computer, internet browser or internet connection;
- installing Hive Multizone in more than six zones;
- your failure to get the appropriate permission or permissions to install a Hive product;
- having a Hive product in your home or anyone else's home without the permission or agreement of any other persons living in that property;
- you or anyone else exceeding the permitted data limit on your or their broadband or mobile data packages;
- 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;
- you, or anyone else, hacking into, tampering with, decompiling or reverse-engineering or in any other way interfering with any Hive products or altering the radio frequency allocations of your system controls;
- use or misuse, by you or anyone else, of the data collected by a Hive product or service;
- our failure to send, or your or anyone else's failure to receive, a notification to you or anyone else in relation to any Hive product or service;
- your or anyone else's failure to take action as a result of receiving a notification from a Hive product or service;
- any costs, loss or damage that you or anyone else suffers as a result of any Hive products or services failing to detect a break-in because of a system failure or because the Hive products do not cover the relevant section of your property;
- any costs, loss or damage that you or anyone else suffers as a result of any Hive products not being properly installed;
- any costs, loss or damage that you or anyone else suffers as a result of the records provided by any Hive products or services being considered insufficient evidence of adequate security by an insurance company;
- something outside our reasonable control; or
- any accidental damage to your Hive products you or someone else has caused.

We cannot guarantee that the Hive products and services will prevent any unauthorised entry to your home or will prevent any personal injury or loss or damage to your property loss, or any other emergency situation such as fire, smoke or water damage. We cannot guarantee that the Hive products and services will always give you adequate warning or protection, and you understand that they may be interrupted, circumvented, made unavailable or otherwise compromised.

You must not, and must use every effort to ensure that no other person, decompiles, reverse-engineers, disassembles or otherwise tampers with the Hive product and services.

We are not responsible for any death or personal injury unless it is caused by our own negligence.

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.

Hive as your processor for personal data

Even though we only supply Hive products for domestic and private use, if you use a Hive product or service in a way which makes you the controller in respect of any processing of personal data for the purpose of data protection law (which may include siting your camera to record a public space; you'll need to get your own legal advice), you must comply with your obligations under data protection law.

If you are a controller and we are your processor, we will:

- process the personal data in accordance with all applicable data protection laws;
- process the personal data to provide you with the service as described on our website. You agree that this is your only instruction to us;
- in the unlikely event of personal data breach, notify you without undue delay;
- following written request from you, provide you with a list of our sub-processors and a way to be informed of updates to this list, and give you the right to object to any new sub-processors (which may be by no longer supplying you with the relevant services). We will respect the conditions referred to in paragraphs 2 and 4 of Article 28 of GDPR, and we will be liable for the acts and omissions of our sub-processors. We will ensure that our contract (as it relates to the processing of personal data) with each sub-processor is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in this paragraph;
- keep the personal data confidential;
- take all security measures required by law;
- at your cost, taking into account the nature of the processing, and on your written request:
 - assist you by appropriate technical and organisational measures, insofar as this is possible, with the fulfilment of your obligation to respond to requests from data subjects to exercise their rights. You agree to give us sufficient notice of such requests, and to provide us with all information and co-operation that we require. Please note that, because of the security design, we cannot provide copies of any video recordings to you – you can only get these through the Hive app, and they are only available to you in line with your service plan;
 - provide reasonable assistance to you, to help you ensure compliance with your obligations relating to security of personal data and data protection impact assessment and prior consultation;
- delete all personal data when the services come to an end, unless we are required by law to keep it; and
- at your cost and following written agreement as to the details, make available to you all information necessary to demonstrate our compliance with our obligations in this paragraph, and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you.

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.

Please retain proof of postage for any packages you send back to us to help avoid any disputes in the event we do not receive your package.

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

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.

What happens on cancellation

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 product 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 You must return all the products comprising the pack in order to receive a refund
If you cancel after 14 days of receiving your products but within 12 months	The balance of any payment plan that is outstanding. Please see below for the cancellation charges payable for Hive Leak Plan	Let us know you want to cancel	If cancelling a service, you'll lose any features and benefits of it. If you do not pay the outstanding balance of any payment plan, we may suspend or withdraw your service. We may also appoint a debt collection agency to recover any outstanding balance Your payments and service will cease at the end of the current billing period and will then not be renewed
If you cancel after 12 months	No charge		

If you cancel Hive Leak Plan within the first 12 months, you must pay a cancellation fee of £15. You'll also no longer receive notifications but will need to remove and deactivate your Hive Leak Sensor.

If you cancel, you won't be charged for the next month. If you pay by direct debit and cancel in the last five days of 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 may suspend or 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 or order, you may use the wording below, call us on **0333 202 9614** 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 / order.

Ordered / received on:

Name:

Address:

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Date: