

We (British Gas & Hive) care about privacy and we protect your personal data. Please read our Privacy Notices, to understand how we collect and use your personal data and your data protection rights. Our Privacy Notices do not form part of the contract between you and us. You can find the Privacy Notice for British Gas at [britishgas.co.uk/privacy](http://britishgas.co.uk/privacy) and the Hive privacy policy at [hivehome.com/privacy](http://hivehome.com/privacy). Please bear in mind that our Privacy Notice covers our products and services which are available in the market. If you have any questions relating to privacy considerations about this product, please contact us. 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](mailto:privacy@centrica.com).

## **HIVE EV - FREECHARGE TERMS AND CONDITIONS**

Please read this document carefully as it sets out the terms of activating FreeCharge. By activating the FreeCharge mode within the Hive app, you accept these terms.

### **Definitions**

By "we", "us" or "our", we mean British Gas Trading Limited (registered number 03078711) trading as British Gas, except in relation to the provision of the Hive app and Hive services, where "we", "us" or "ours" means Centrica Hive Limited (registered number 05782908) trading as Hive. Both Companies have registered offices at Millstream, Maidenhead Road, Windsor, SL4 5GD.

charge point – a Hive-enabled single-socket charge point unit used to charge a plug-in electric vehicle (EV) at your home

credit – a discount that we will apply to your electricity bill to reduce the cost payable for electricity consumed by your charge point in FreeCharge mode to zero

Hive app – the mobile app made available by Hive which you use to manage EV charging through your charge point

home – the building, including any attached garage or conservatory where you live or a home you own, where the charge point is installed

FreeCharge mode – mode activated in the Hive app in which we remotely schedule, at our discretion, when your charge point charges an EV to reach its maximum battery level by the 'Ready by' time you set. In this mode electricity consumed by your charge point is at no cost to you

### **About FreeCharge**

FreeCharge is a product that enables you to charge your EV(s) from an eligible charge point at no cost to you for 12 months from the date of activation, subject to a 'fair usage' cap and usage conditions set out below.

### **What does FreeCharge involve?**

By activating FreeCharge in the Hive app, you agree to use the FreeCharge mode to allow us to remotely manage and schedule EV charging through your charge point at our discretion. Based on your charging preference we may adjust the charging schedule to a time when local or national electricity system demand is lower, typically overnight. Electricity consumed by your charge point in this mode is at no cost to you and will be shown as a credit on your electricity bill, monthly in arrears, calculated based on your tariff price per kWh rate(s).

### **Eligibility for FreeCharge**

We have complete discretion over which charge points we enable to use FreeCharge. Even if you meet the eligibility criteria for FreeCharge, this does not necessarily mean your charge point will be permitted to use it.

If we accept your charge point onto FreeCharge but later discover that your charge point or home are not suitable, or you are not using FreeCharge in the manner we would expect for a typical domestic EV user, we may remove your access to FreeCharge. We will let you know in advance via your registered email address if this is the case.

We reserve the right at any time to amend any eligibility criteria or product usage conditions, or to withdraw the FreeCharge product at our discretion. In order to be eligible for FreeCharge the following conditions must be met:

- You install a Hive-enabled Alfen Eve Single S-Line or EO Mini Pro 3 that has been ordered from the Hive website or one of Hive's retail partners, and activate the FreeCharge mode within the Hive app, on or after Thursday 19<sup>th</sup> October 2023
- Orders of charge points may be subject to stock availability. FreeCharge will be made available up to a limit of 5,000 eligible charge points
- You activate the FreeCharge mode within six months of ordering the charge point
- You install the charge point at your home and you live in the home as your primary residence. British Gas or one of its approved partners can complete the installation, however this is not a requirement for eligibility
- You have sufficient mobile network connectivity at the location of your installed charge point to successfully connect the charge point to the Hive network via the in-built SIM card and maintain that connection without interruption. The in-built SIM card can connect to multiple UK mobile networks (Vodafone, EE, O2). Unfortunately, we can't guarantee that the mobile network connectivity will be adequate for you to qualify for the product. FreeCharge and features in the Hive app require an active mobile connection to your charge point and may not function properly if this connection is inactive or intermittent. While offline, your charge point will log FreeCharge sessions completed and once back online your Hive app should update to show these as fully discounted sessions; however we can't guarantee reimbursement will be successful in all cases.
- British Gas supplies electricity to the home through a smart meter working in credit mode, and the electricity account holder agrees to us collecting half hourly meter readings from the smart meter
- Your British Gas electricity account information in the Hive app – such as tariff type and unit rate – is up to date. You can update this information in the settings of the Hive app if you change your British Gas tariff once FreeCharge has been activated. We may disable FreeCharge if we find this information is inaccurate
- Your home has a functioning "always-on" broadband internet connection to transfer smart meter data
- You have an active Hive account and download the Hive app
- You are aged 18 or over

#### **Usage Conditions of FreeCharge**

- FreeCharge will be available for 12 months (1 calendar year) from the date of activating it in the Hive app
- You will only receive credit to cover the cost of the electricity consumed by your charge point in FreeCharge mode

- You are able to 'Override' the FreeCharge mode to begin charging immediately once the charge point is connected to an EV, e.g. if your EV requires an urgent charge in-day. However, you will receive no credit on your electricity bill for electricity consumed during that 'Override' charge session. The charge point will automatically return to FreeCharge mode once the 'Override' session completes
- You are able to switch to another schedule mode in the Hive app to charge (e.g. to 'Eco', 'Custom' or 'No schedule' mode). However, you will receive no credit on your electricity bill for electricity consumed in any schedule mode other than FreeCharge
- You will only receive credit on your electricity bills to cover, in aggregate, up to a maximum of 2,290kWh of electricity consumed by the charge point in FreeCharge mode – our 'fair usage' cap. Once the cap is reached, FreeCharge will no longer be available and you will automatically be switched over to the SmartCharge mode, which you can change if you choose to via the Hive app
  - This maximum consumption in FreeCharge mode is approximately equivalent to 8,000 miles transferred to EV(s) by the charge point, based on an assumed vehicle efficiency of 3.5 miles/kWh. Efficiency differs depending on multiple factors, such as vehicle model, driving conditions and vehicle configuration
  - The 'fair usage' cap equating to approximately 8,000 annual miles is based on gov.uk National Travel Survey (NTS 0901), showing average UK driver annual mileage of 6,600 miles in 2022
- In FreeCharge mode and connected to an EV, the hours during which we decide that the charge point will charge the vehicle will vary depending on your tariff type:
  - If you are a customer of a British Gas single-rate electricity tariff (e.g. the standard variable rate tariff which offers one rate throughout the day/night), the charge point may charge the vehicle at any time of day or night, but typically overnight
  - If you are a customer of a British Gas two-rate electricity tariff (e.g. an EV tariff which offers one rate in day-time hours and a different rate in night-time hours), the charge point will only charge the vehicle during the night-time rate window
- In FreeCharge mode and connected to an EV, charging may not begin immediately, as we may adjust the charging schedule to begin at a time when local or national electricity system demand is lower, typically overnight
- We can't guarantee that your EV's battery will be fully charged from a single charging session in FreeCharge mode, as this will depend on the length of time the vehicle is connected, the battery level prior to connecting, and the time of day or night

Only electricity that has been used from the grid for FreeCharge charging will be eligible for a credit. Customers who have solar PV and charge their EV using their solar energy will not be eligible to receive a credit.

This is a stand-alone product to the British Gas energy supply contract for your home. We won't cover the cost of gas or electricity used at the home outside of the charge point. You (or the energy account holder if someone else than you) will remain responsible for these bills.

If you change your home's British Gas electricity tariff to an alternative British Gas tariff, the baseline charges for your home electricity usage (including EV charging) will be those set out in your new British Gas electricity tariff. Your FreeCharge credit will subsequently be calculated based on your new tariff baseline charges.

If you switch to a different energy supplier, you will no longer be eligible for FreeCharge. If you switch part-way through the month, you will not receive any credit for FreeCharge charging for that month from the date that you switched.

If you switch off FreeCharge mode (e.g. by selecting another schedule mode or unpairing your Hive app from the charge point) but remain a British Gas electricity customer, you will receive credit for any FreeCharge charging up until the date you switched off the mode.

After 12 months of using FreeCharge, you will automatically be switched over to the SmartCharge mode, which you can change if you choose to via the Hive app.

No discount will apply to the standing charge applicable to your tariff. If you are entitled to any discount on any electricity you've used in FreeCharge mode, we will apply this as a credit to the British Gas electricity account for your home.

Any credit due to you will be calculated using the energy consumption data we receive from your charge point. If you believe the calculation of your credit is incorrect you can query this by phoning 03301000056.

If your circumstances change at any point during your usage of the product and you no longer meet the conditions above, we can remove you from the product. You agree to let us know of any such change by email.

#### **Use of your data in connection with FreeCharge**

To enable you to use Hive EV FreeCharge your data will be shared between British Gas, Hive and Centrica Energy Marketing Limited (08807923), this includes email address, Hive Charging ID, electricity rates, electricity MPAN, electricity consumption data for EV use and general use, EV battery capacity and efficiency. This is to allow you to access charging services at no cost to you.

To increase the value we are able to generate from managing your charging and enabling you to charge at no cost, we'll sometimes participate in grid balancing events with District Network Operators (DNOs) and National Grid. This includes sharing consumption pattern data with them as well as your Meter Point Administration Number (MPAN).

You will be able to change your data sharing preferences at any time by phoning 03301000056. However, if you do change your preferences to a status where we are no longer able to access your data, you will no longer be able to use FreeCharge and will stop receiving credit.

We take handling your data very seriously and will only use and share your data as outlined in these Terms and our privacy policy.

You also understand and agree that for the purposes of providing you the product we can:

- remotely connect to your Hive app, charge point and smart meter and collect data from them
- collect half hourly consumption data from your electric smart meter, and for this purpose, your continued participation on the product shall be taken as an indication of your consent for us to set your meter reads to half hourly and consent to our collection of this half hourly consumption data
- use the data collected for the purposes of improving the product

We may also share anonymised data from product usage with selected third parties for research and development purposes, including the Department of Business, Energy and Industrial Strategy (BEIS),

National Grid, Ofgem and Distribution Network Operators in your local area. This data will be anonymised and aggregated, and we will never share any data which could personally identify you or your household.

## **General terms**

### *Updating products*

We may update the software in your charge point 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 charge point and the app. We won't be responsible if an upgrade affects how your products work if this is caused by your own equipment – such as your smartphone or broadband – not supporting the upgrade.

### *Routine maintenance of products*

The Hive website, app and services provided through these may be temporarily unavailable if we carry out routine or emergency maintenance. We'll try to inform you in advance, but it may not always be possible to do so.

### *What we are not responsible for*

We won't, under any circumstances, be responsible for:

- Any financial loss or damage, such as loss of profit, income, business, contracts or goodwill
- Any loss which we or you would not have reasonably expected when we made this contract with you. That applies even if we, or anyone acting on our behalf, didn't follow these terms

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

- your vehicle not being sufficiently charged for your intended use
- you not getting the appropriate permissions from the homeowner or energy account holder to use the product
- you or anyone else not using the Hive app or your charge point 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
- you or anyone else exceeding the permitted data limit on your or their broadband or mobile data packages
- unauthorised use of your charge point, 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 system. If you believe that someone has gained unauthorised access to your system, you can report this to us on our service number and we will do what we can to help you reset your log-in details
- you, or anyone else, hacking into, tampering with, decompiling or reverse-engineering or in any other way interfering with any products in the system or altering the radio frequency allocations of your system controls. These exclusions don't affect your statutory rights under the Consumer Rights Act 2015 and any laws that replace it.

### *UK law*

The product is bound by the laws of whichever country your home is in – England and Wales, or Scotland.

### *Keeping us up to date*

It's your responsibility to keep us informed of up-to-date contact details including telephone number, address and email.

### *Complaints*

If you have a complaint about the product, please call 03301000056. We take any complaint seriously and we'll do our best to resolve the issue right away.