

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 and the Hive privacy notice at hivehome.com/privacy. 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.

HIVE EV SMARTCHARGE TERMS AND CONDITIONS

Please read this document carefully as it sets out the terms of activating Hive EV Smart Charge. By activating **smart charge mode** within the Hive app, you accept these terms.

Words in bold

Some of the words and phrases **we** have used in these terms have a particular meaning. **We** have highlighted these words in bold and explained what they mean below.

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 single charge point unit used to charge a plug-in electric vehicle 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 **smart charge mode** as set out in the "How the credit will be calculated" section below.

Hive app – the mobile app made available by Hive which we use to manage smart electric vehicle charging through your **charge point** in **smart charge mode**.

home – the building, including any attached garage or conservatory where you live or a home you own.

property/properties – a **home** and all the land up to your boundary – including any detached outbuildings at which the **charge point** is installed.

smart charge mode – when we manage how your **charge point** charges an electric vehicle remotely via the Hive app (i.e. using smart charge optimisation). This may involve **us** adjusting the vehicle's charging to a time when electricity demand is lower.

About Hive EV SmartCharge

Hive EV SmartCharge is a product that enables you to save money on your electric vehicle (EV) charging.

What does Hive EV SmartCharge involve?

By activating Hive EV SmartCharge you agree to use the **smart charge mode** on your charge point to allow **us** to remotely manage and schedule electric vehicle charging through your **charge point**. Based on your charging preference **we** may adjust the charging schedule to a time when local or national electricity system demand is lower and **we** can purchase electricity at a cheaper rate. Electricity consumed by your **charge point** in this

mode will be credited on your electricity bill, monthly in arrears as set out in the “How the credit will be calculated” section below.

Eligibility for Hive EV SmartCharge

We have complete discretion about who we allow to use Hive EV SmartCharge. Even if you meet the eligibility criteria for Hive EV SmartCharge, this doesn't necessarily mean you'll be permitted to use it.

If we accept your **charge point** onto Hive EV SmartCharge but later discover that your **charge point** or **property** are not suitable, or you are not using Hive EV SmartCharge in the manner we would expect for a typical domestic EV user we may remove your access to Hive EV SmartCharge. 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 Hive EV SmartCharge product at our discretion. In order to be eligible for Hive EV SmartCharge the following conditions must be met:

- You must live at the **property** where the **charge point** is installed. It must be your primary residence.
- **British Gas** must supply electricity to the **property** through a smart meter working in credit mode, and the electricity account holder must agree to us collecting half hourly meter readings from the smart meter.
- The **charge point** at the property must be an Alfen (S-line or Proline) or EO (Mini Pro 3).
- You must have an active Hive account and download the Hive app.
- 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. Hive EV SmartCharge 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 Hive EV SmartCharge sessions completed and once back online your Hive app should update to show these sessions; however, we can't guarantee reimbursement will be successful in all cases.
- Your **home** must have a functioning “always on” broadband internet connection.
- You are aged 18 or over.

How the credit will be calculated

If you use Hive EV SmartCharge in **smart charge mode** for the minimum period set out in the table below, we will give you a discounted rate on any electricity used through your **charge point** to charge an electric vehicle. You can override **smart charge mode** at any time and use your **charge point** in manual mode, however, you will not be entitled to the discounted rate and will be charged your regular electricity tariff rate if this means that the period that your **charge point** is used in **smart charge mode** does not meet the minimum period set out in the table below.

The discount you are entitled to, where applicable, will be calculated as follows:

Length of time your electric vehicle is plugged in	Credit
Periods when your electric vehicle is continuously connected to your charge point for less than six hours.	2p credit for each kwh of electricity used during that period
Periods when your electric vehicle is continuously connected to your charge point for six hours or longer.	4p credit for each kwh of electricity used during that period

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

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 **smart charge mode**, we will apply this as a **credit** to the British Gas electricity account for your **property**, monthly in arrears.

If you repeatedly use the override function and not allow your car to be charged using smart scheduling, you may receive no **credit** for a given month.

The **credit** values are subject to change at any point. **We** shall notify you in advance of any changes to these **credit** amounts.

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

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 credits is incorrect you can query this by phoning 0333 202 1054.

If you change your main British Gas electricity tariff to an alternative British Gas tariff, the baseline charges for your home electricity usage (including that used for your EV charging) will be those set out in your new British Gas electricity tariff. Your Hive EV SmartCharge **credit** is separate to your main tariff and will not be impacted.

If you move to a different energy supplier, you will no longer be eligible for Hive EV SmartCharge. If you leave halfway through the month, you will waive the right to the amount of **credit** you would receive for any smart charging for that month up to the point to you left.

If you switch off Hive EV SmartCharge but are still with British Gas, you will receive **credit** for all smart EV charging up until the point you switched off the feature.

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 Hive EV SmartCharge

To enable you to use Hive EV SmartCharge 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 smart charging services.

To increase the value we are able to generate from smart charging we'll sometimes participate in grid balancing events. To do this we may remotely manage and schedule electric vehicle charging through your charge point to provide balancing services to electricity network operators such as National Grid and your regional Distribution System Operator (DSO).

To participate in these balancing services, we will need share your Meter Point Administration Number (MPAN) with the network operators. We will also need to provide them with your consumption pattern data so that they can see how much benefit the change in your electricity consumption has provided to the network and calculate the appropriate level of reward in return for that benefit.

Consumption data will normally be provided for each half-hour period, with some balancing services requiring more frequent data to allow National Grid to monitor and balance the electricity network in close to real time.

You will be able to change your data sharing preferences at any time by phoning 0333 202 1054. However, if you do change your preferences to where **we** are no longer able to access your data, you will no longer be able to use Hive EV SmartCharge 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 this 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.

We may also share anonymised data from product usage to third parties for research and development purposes, including but not limited to the DESNZ, Dept of Science & Technology and Dept Trade & Business, 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:

- 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 **property** 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 0333 202 1054. **We** take any complaint seriously and **we'll** do our best to resolve the issue right away.