

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 POWER+ TERMS AND CONDITIONS

Please read this document carefully as it sets out the terms of activating **Hive Power+**. By activating **Power+ 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.

compatible device - this includes electric vehicles (EVs), EV chargers, batteries and inverters that work with Hive. These devices can be controlled and optimised to efficiently and cost-effectively generate, store and manage energy in your **home**. You can find an up-to-date list of eligible devices [here](#).

credit – a discount that **we** will apply to your electricity bill to reduce the cost payable for electricity consumed by your **compatible device** in **Power+ 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 your **compatible device**.

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

Power+ mode – when **we** manage how your **compatible device** uses energy remotely via the **Hive app** (i.e. using smart charge optimisation). This may involve **us** adjusting the **compatible device's** energy usage to a time when electricity prices are lower.

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

About Hive Power+

Hive Power+ is a product that enables you to save money on your **compatible devices** through smart scheduling of your energy consumption.

What does Hive Power+ involve?

By activating **Hive Power+**, you agree to let **us** optimise **your compatible device**. This means **we** will manage and schedule the charging process based on your preferences to align with times when electricity demand is lower or when cheaper energy is available. As a result, **we** can help reduce costs and promote the use of cleaner energy. Any electricity used during this process will be credited to your electricity bill as detailed in the section “How the **credit** will be calculated” below.

Eligibility for Hive Power+

If **we** accept your **compatible device** onto **Hive Power+** but later discover that your **compatible device** or **property** are not suitable, or you are not using **Hive Power+** in the manner **we** would expect for a typical domestic user **we** may remove your access to **Hive Power+** (as set out in the fair usage section below). **We** will let you know in advance via the app or your registered email address if this is the case.

We reserve the right at any time to amend any eligibility criteria, these terms or product usage conditions, or to withdraw the **Hive Power+** product at **our** discretion. If any of the changes **we** need to make are significant, **we**’ll let you know in writing. Please visit **us** at hivehome.com website to view **our** latest terms and conditions.

In order to be eligible for **Hive Power+** the following conditions must be met:

- You must live at the **property** where the **compatible device** 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.
- You must have a BG Electricity tariff, either single rate fix/SVT or a Time of Use tariff.
- The **compatible device/s** at the **property** must work with **Hive Power+**. You can find an up to date list of eligible devices [here](#).
- You must have an active Hive account and download the **Hive app**.
- Your **device** needs to have reliable connectivity.
- Your **home** must have a functioning “always on” broadband internet connection.
- You are aged 18 or over.
- Your electricity account must sit on British Gas’ new energy platform system.

How the credit will be calculated

This tariff add-on will provide 25% off optimised **compatible devices** energy import from the grid for the duration of optimised charging.

In order to keep your costs low, if you have a Time of Use energy tariff **we** will only charge your **compatible device** during your tariff’s offpeak period.

If you use **Hive Power+** in **Power+ mode**, **we** will give you a discounted rate of 25% on energy imported from the grid to charge your **compatible device**. You can override **Power+ mode** at any time and use your **compatible device** in manual mode, however, you will not be entitled to the discounted rate and will be charged your regular electricity tariff rate.

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

We can change the value of the **Hive Power+** discount at any time. **We** shall give you reasonable advance notice of any changes to the discount amount.

This is a stand-alone product to the British Gas energy supply contract for your **property**.

Any **credit** due to you will be calculated using the energy consumption data **we** receive from your **compatible device**. If you believe the calculation of your **credits** is incorrect you can query this by phoning 0333 202 1054 and selecting option 2 for the warranty team.

If you are a Direct Debit customer, the **credits** applied to your account for **Hive Power+** will be taken into account at your next Direct Debit review. This review may not happen immediately after you start receiving your **Hive Power+ credits** and therefore you may continue to experience direct debit payments at your original higher level until this review takes place. You will not end up overpaying for your energy as a result but there may be a timing difference on when this is updated. If you have any concerns about your Direct Debit balance please contact **us** on 0330 808 3880.

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 from the date your tariff changes. Your **Hive Power+ 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 Power+**. If you leave halfway through the month, you will waive the right to the amount of **credit** you would receive for any charging in **Power+ mode** for that month up to the point you left.

If you switch off **Hive Power+** but you are still with British Gas, you will receive **credit** for all **Power+ mode** consumption from the grid 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 eligibility conditions above, **we** can remove you from the product. **We'll** let you know if **we** do this. You agree to let **us** know of any such change by email.

If **we** lose connection to your **compatible device** for a period, when the connection is restored, **we** may or may not have access to the data from offline transactions depending on the connection type and **device** capabilities. If your **device** loses connectivity and is unable to provide details of offline transactions **we** will not be able to include these transactions in **our** calculation.

For users with **compatible devices** capable of charging from both the grid and on-site renewable generation (such as solar panels), **Hive Power+ credits** will only apply to energy imported from the grid. Any energy consumed from on-site generation (e.g., excess solar) will not be eligible for **Hive Power+ credits**. The **Hive app** will display separate consumption figures for grid and renewable sources where applicable.

Device data accuracy and installation issues

Hive Power+ credits are calculated using the energy consumption data we receive from your **compatible device**.

If we are receiving incorrect or incomplete data from your **compatible device** as a result of an installation issue (for example, an incorrectly installed or misplaced CT clamp), we may not be able to calculate or apply the correct **Hive Power+ credits** until the issue has been identified and rectified. During this period, any **Hive Power+ credits** will be calculated based on the data available to us, and you will continue to be charged for electricity under your applicable British Gas electricity tariff.

We do not retrospectively recalculate or adjust **Hive Power+ credits** for periods where incorrect data has been provided as a result of an installation issue. We recommend that you contact the device manufacturer or installer as soon as possible to resolve any data accuracy or installation issues so that **Hive Power+ credits** can be correctly applied going forward.

Reasonable Usage

We may get in touch if **we** notice you're using an unreasonably high amount of electricity in **Power+ mode**. For example, if your usage looks more like what **we'd** expect from a business rather than a **home**.

If **we** reasonably think you are using an excessive amount, **we** may remove you from **Hive Power+**. **We'll** give you reasonable notice in writing before **we** do this.

Use of your data in connection with Hive Power+

To enable you to use **Hive Power+** 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 in **Power+ mode**.

To increase the value **we** are able to generate from charging in **Power+ mode**, **we'll** sometimes participate in grid balancing. To do this **we** may remotely manage and schedule the energy usage of your **compatible device** to:

- Provide balancing services to electricity network operators such as National Grid and your regional Distribution System Operator (DSO).
- Take advantage of energy market prices to optimise your electricity bill.

To participate in demand side response, **we** will need to share your Meter Point Administration Number (MPAN) with the network operators or settlement bodies. **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.

You will be unable to sign up for any other products in market which offer smart scheduling or grid balancing services. If you do, then **we** may not be able to successfully smart charge your vehicle due to conflicting signals being sent from other products and services.

Consumption data will normally be provided for each half-hour period, with some balancing services requiring more frequent data to allow **us** 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 updating your smart meter settings in your British Gas energy online account. 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 Power+** 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, compatible device** 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 automatically enroll your **compatible device** to support grid stability. This will work by briefly adjusting **device** operation during periods of stress for the grid. Under normal circumstances, **we** do not expect this service to materially impact your day-to-day **device** usage, as these adjustments will be infrequent, and pauses or modifications to **device** operation will be for short periods only.

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 **compatible device** 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 **compatible device** and the app. **We** won't be responsible if an upgrade affects the functionality of **Power+ mode** or how your products work if this is caused by your own equipment – such as your smartphone or broadband – not supporting the upgrade. Additionally, if the manufacturer of your **compatible device** makes changes that mean **we** are unable to connect to the **device** causing **Power+ mode** to no longer function, **we** are not responsible.

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 **compatible device** 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 **compatible device**, 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 and select option 2 for the warranty team. **We** take any complaint seriously and **we'll** do **our** best to resolve the issue right away.