



Daikin Heat Pump and Hive Energy Management Trial Participation Terms & Conditions

Please read this document carefully as it tells you what you need to know about the terms and conditions of taking part in the **Trial**.

We are **CENTRICA HIVE LIMITED** whose registered office is at Millstream, Maidenhead Road, Windsor SL4 5GD (referred to as 'we' or 'us' in this document).

These terms and conditions are between us and you, the person taking part in the **Trial**.

Certain words used in these terms and conditions are in bold because they have been given specific meanings. These meanings are set out in the glossary at the end of these terms and conditions. The glossary also explains what other certain words or phrases mean when we use them in these terms and conditions.

Participation

To take part in the **Trial** you need to:

- Have a **Heat Pump** installed at your home;
- Have the **Equipment** installed at your home by an **Install Partner**;
- Be a resident of England, Scotland, or Wales;
- Be aged 18 or over;
- Be the homeowner or occupier at the property where the **Heat Pump** is installed and be the person responsible for the electricity bills at your property;
- Not have a medical condition that means you need an uninterrupted electricity supply.

To take part in the **Trial**, you will need to have a functioning 'always on' domestic broadband internet connection in the property where the **Heat Pump** is installed and:

- a **Hive** account;
- a domestic broadband connection with sufficient bandwidth and Wi-Fi and a spare Ethernet port connection;
- a broadband router with a spare network data socket / Ethernet port connection;
- a personal email address;
- an Android or iOS device with an up to date operating system, with Internet access, to monitor and/or control your **Heat Pump** via the **Hive** app;
- an internet connection with 1.5Mbps or higher that remains on at all times.

Daikin Heat Pump and Hive Energy Management Trial

By participating in this **Trial** you agree that **Hive** will remotely monitor and control the operation of your **Heat Pump** for the purposes of the **Trial**. This may include deciding when to start or stop your **Heat Pump** or change its power consumption within its normal operating parameters, (as per the manufacturers specification), and maintaining the minimum temperature set by you on your **Heat Pump's** thermostat. The **Monitoring Box** and **Hive Hub** installed in your home will be in an electrical enclosure cabinet as part of the **Daikin** heat pump heating system. The specification of the **Monitoring Box** is compatible with the Government's Renewable Heat Incentive Regulations and Metering & Monitoring Service Package Specification.

The purpose of **Hive** being able to control your **Heat Pump** will be to monitor, test and validate the electrical flexibility potential of your **Heat Pump** to operate at times when electricity costs are cheaper. **Hive's** control of your **Heat Pump** will also test the **Heat Pump's** ability to provide services to the National Grid's Electricity System Operator (ESO) in order to provide insights regarding the devices and their flexible capacity to cope with periods of temporary surplus or temporary deficit in power production in the energy system.

The monitoring and control of your **Heat Pump**, for the purposes of the **Trial**, will be managed remotely and executed by **Hive**. As part of the **Trial** there will be occasions where your **Heat Pump** may use more or less electricity than if you were not participating in this **Trial**. This may be reflected in your electricity bill. By agreeing to take part in this **Trial** you accept to pay any increases in your electricity bill which result from your participation in the **Trial**.

Your **Heat Pump** will transmit device data via the **Monitoring Box**, the **Hive Hub** and **Daikin's** software Programming Interface (API) to **Hive**. **Hive** will then periodically send this data, or any analysis derived from this data to **Daikin** for the purposes of the **Trial**. By participating in this **Trial**, you consent to such data being shared between **Hive** and **Daikin** for the purposes of the **Trial**. For more information on the use of data for the purposes of this **Trial**, see our **Privacy Policy** at Schedule 1.

Equipment

In order to take part in the **Trial**, an **Install Partner** must have installed the **Equipment** at your property. The **Hive Hub** and the **Monitoring Box** will interface via the internet with the **Heat Pump** through a **Daikin** wireless Local Area Network (LAN) Adapter and will read the internal **Heat Pump** state, which will include, but not limited to, the following information:

- Flow and return temperature;
- Hot water temperature and setpoint;
- Room temperature and setpoint;
- Outdoor temperature;
- Immersion heater on/off status; and
- Power and heat meter information

Additionally, **Hive** will read the electrical energy and power data, grid frequency and water temperature measurements directly from the **Monitoring Box** via a wired USG-RS485 interface. The **Hive Hub** is powered through your main electricity supply and wired to the **Monitoring Box**. By participating in the **Trial**, you agree to maintain at all times the **Equipment** and the **Heat Pump** installed at your property.

Installation, Removal and Replacement of the Equipment

You shall agree with the homeowner of your property (if applicable) and an **Install Partner** suitable dates and times to install, repair or replace and, if necessary, subsequently remove the **Equipment**. Any agreed time of installation, repair, replacement or removal of the **Equipment** will be during the **Install Partner's** normal business hours. You agree to be at your property when any installation, repair, replacement, or removal is carried out.

The **Install Partner** will employ professionally trained installers to carry out the installation of the **Hive Hubs**, and they will carry photographic identity cards.

During the **Trial**, you agree to take reasonable care to look after the **Equipment** and your **Heat Pump** and other related equipment you have access to for the **Trial**. You will not remove, damage, disconnect, switch off, sell or interfere with any of, or any part of, the **Heat Pump**, the **Equipment** or otherwise installed at your property which we require you to use, or which is necessary for, the **Trial**.

You agree to make sure your broadband router is always turned on for the duration of the **Trial**.

During the **Trial**, if we request that you assist us in a way which involves any reasonable action by you, whether it's an action in relation to any of the **Equipment**, the **Heat Pump** or any other equipment required for the **Trial**, and you are able to do so under the terms of any relevant warranties, then you, acting reasonably, will do your best to comply with such request.

Duration

Your **Trial Period** will begin on the **Commencement Date** and will end on the **Trial Period End Date** in accordance with these terms and conditions. We anticipate that your **Trial Period** will run for a period of not less than one (1) month.

At the end of the **Trial Period**, we may agree with to extend your participation in the **Trial**. If this is the case, we'll let you know by letter or email, at least 14 days before the **Trial Period End Date**. Your continued participation in the **Trial** beyond your original **Trial Period** will be subject to your agreement to any separate or updated terms and conditions which may govern any such continued participation.

Ending the Trial

We may cancel or change the **Trial** or any part of it by providing you with written notice, including by email, at any stage of the **Trial**. If we decide to end the **Trial**, we will give you at least 7 days written notice, where possible.

If you fail to comply with any of your obligations contained in these terms and conditions we may end your participation in the **Trial** at our sole discretion.

If you'd like to discuss any issues arising from your participation in the **Trial** or if you no longer wish to take part in the **Trial**, you may contact us at any time by emailing us at heatpumpsupport@hivehome.com.

If you move from your property or are no longer responsible for the electricity supply to your property, you will no longer be eligible to participate in the **Trial**. You agree to inform us of these circumstances immediately by emailing us at heatpumpsupport@hivehome.com. You will not remove any of the **Equipment** (including the **Hive Hub**) when you move from your property.

Use of Personal Information and Data Collection

We will collect information received via the **Equipment**, including information about the electricity being consumed by your **Heat Pump**. This will include device data, event data and behavioural data which will be captured using the **Equipment**. You acknowledge that we can, at any time, either in person or remotely:

- monitor and check the operation of the **Heat Pump**;
- control the operation of the **Heat Pump**, but only if we need to for the **Trial**; and
- perform a factory reset of the **Hive Hub** if you move from the property.

At the end of the **Trial**, we'll reset your **Heat Pump** to its default settings.

By participating in the **Trial** you consent to us passing on your personal information, and information about your **Heat Pump's** electricity usage to **Daikin**. If you want to know more about the personal information we are going to collect and/or share, the reasons we need it and what we are going to do with it, please refer to the **Privacy Policy**.

General

We do not limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation. However, we will not be liable for any financial loss or damage if your property or personal possessions are damaged, lost or affected in any way as a result of the **Trial**, unless any loss or damage is caused directly by something we've done or because we have been negligent. We do not accept any liability for any consequential, indirect or special losses.

You agree not to give any details about the **Trial** or your participation in the **Trial** to anyone connected to the media or the energy industry without obtaining written permission to do so from us first. You agree that you won't make any public statement relating to the **Trial** without obtaining written permission to do so from us first.

We reserve the right to refuse any individual from taking part in the **Trial** at our sole discretion.

These terms and conditions are governed by the laws of England and Wales.

Glossary

In these terms and conditions, when the following words are shown in bold they have the meanings shown below:

- **Commencement Date** means the date your participation in the **Trial** starts, which will be the date the **Equipment** is installed and activated at your property;
- **Daikin** means **Daikin** Airconditioning UK Limited;
- **DSR** means demand side response;

- **Monitoring Box** means the **Daikin** monitoring box installed by **Daikin** for the purposes of the **Trial**. The **Monitoring Box** will remotely monitor and control your **Heat Pump** and consists of high specification heat meters, electricity meters, temperature sensors and **Daikin's** Local Area Network adapter;
- **Equipment** means a **Monitoring Box** and a **Hive Hub**;
- **Heat Pump** means your **Daikin** heat pump which will be monitored for the purposes of the **Trial**;
- **Hive** means Centrica **Hive** Limited;
- **Hive Hub** means the **Hive** branded device installed by **Daikin** for the purposes of the **Trial**;
- **Install Partner** means any third party (and any of its subcontractors) that is approved by **Daikin** to install, check, remove and, if necessary, repair or replace any of the **Equipment**;
- **Privacy Policy** means the privacy policy at Schedule 1 below;
- **Trial Period** means the period of time between the **Commencement Date** and the **Trial Period End Date**;
- **Trial Period End Date** means the date your participation in the **Trial** ends pursuant to these terms and conditions;
- **Trial** means the **Daikin Heat Pump** and **Hive** Energy Management trial which is being run by **Hive** together with **Daikin**.

Where we use "include", "including", "in particular", "for example" or any similar phrase in these terms and conditions, it is to give examples only and does not limit the rest of the sentence or paragraph.