

TERMS & CONDITIONS HIVE SALE

Bord Gáis Energy Terms and Conditions of Sale: Hive

These Terms

These are our standard terms and conditions for the sale of Hive Active Heating or another product in our Hive range.

If you purchased Hive Active Heating or any Hive product from another retailer (in other words, from a seller who is not Bord Gáis Energy), the Hive Terms and Conditions (available from www.hivehome.com/ie) and not these terms and conditions will apply to your purchase. If you purchased this product from another retailer with an installation voucher, Bord Gáis Energy Limited will provide these installation services for you.

Privacy

As you bought your Hive product from Bord Gáis Energy, we are a data controller of personal data relating to the sale and installation of the product - you can find our Privacy Notice on how Bord Gáis Energy uses your personal data at www.bordgaisenergy.ie/DataProtection/HivePrivacyNotice.pdf.

Once you begin to use your Hive product and app, the controller of personal data will be Centrica Hive Limited, and you can review the relevant Privacy Notice at www.hivehome.com/ie/privacy.

Installation

The terms and conditions of the Bord Gáis Energy installation service are available from www.bordgaisenergy.ie/termsandconditions/HiveInstallationTsCs.pdf



Hive App and Data Services

The Hive app and data services are delivered by Centrica Hive, another company in the Centrica group. You will find the terms and conditions relating to the Hive App at www.hivehome.com/ie

Information about us and contact details

We, us or our means Bord Gáis Energy Limited.

You can contact us by email at hive@bordgais.ie. You can also visit www.bordgaisenergy.ie/hive which may have the answer you're looking for.

You can also contact us by telephoning our customer service team on one of the service numbers overleaf.

Service Numbers

To place an order for any Hive product:	01 611 01 16	Mon – Fri 8am – 8pm Sat 9am – 5.30pm
To arrange professional installation of Hive Active Heating™ or Hive Multizone:	01 611 01 16	Mon – Fri 8am – 8pm Sat 9am – 5.30pm
To report a fault with any Hive product or service:	1850 680 680	Mon – Sun 8am – 9pm
To report any unauthorised access or use of your Hive system:	1850 680 680	Mon – Sun 8am – 9pm
For queries about moving your Hive product to a new home:	01 611 01 01 or 1850 632 632	Mon – Fri 8am – 8pm Sat 9am – 5.30pm
To make a complaint about any Hive product or service:	01 611 01 01 or 1850 632 632	Mon – Fri 8am – 8pm Sat 9am – 5.30pm
To cancel your order:	01 611 01 01 or 1850 632 632	Mon – Fri 8am – 8pm Sat 9am – 5.30pm
For general queries:	1850 680 680	Mon – Sun 8am – 9pm

Our contract with you

How you place your order

We can currently only take orders for Hive products over the telephone. To place an order, please contact us on **01 611 01 16**.

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

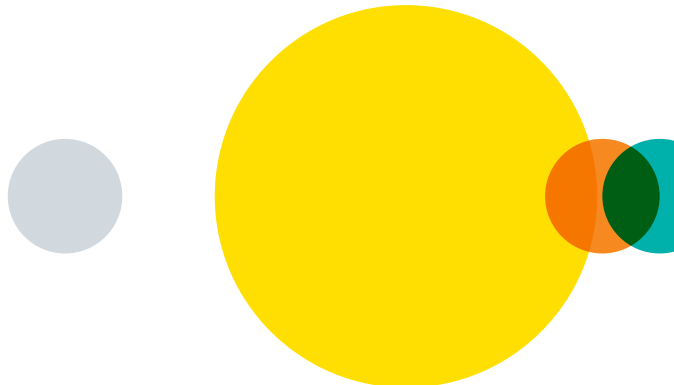
If we are unable to accept your order, we'll contact you to let you know why. This might be because the product is out of stock, because we have identified an error in the price or description of the product, because we are unable to meet a delivery deadline you have specified or because you do not have the necessary broadband or equipment in place.

Price

The prices of the products are as displayed on the **www.bordgaisenergy.ie/hive** website. The price of the products may change from time to time but this will not affect any orders already accepted by us.

Your legal rights

We are under a legal duty to supply products that comply with this contract. See the box overleaf 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 Competition and Consumer Protection Commission's website www.consumerhelp.ie or call **1890 432 432**.

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:

- if you change your mind up to: (a) 19 days after you place your order; or (b) 14 days from the date you receive the products, then you can get a refund. Please note that if you wish to cancel Hive Active Heating or Hive Multizone which has already been installed, an uninstallation fee of €159 may apply. Please see our Terms and Conditions of Installation for more details
- 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
- if your item is faulty within 30 days from the date of delivery, you can get a refund; and
- if your item is faulty within 6 months from the date of delivery we will repair or replace the item. If the item can't be repaired or replaced, then you're entitled to a full refund (in most cases)

We also offer a 1 year guarantee on all of our Hive products. Please see the Product Guarantee section below for further information.

We only sell to Ireland

Our website is solely for the promotion of our products in Ireland. Unfortunately, we do not accept orders from or deliver to addresses in Northern Ireland or any other country outside Ireland.

Product requirements

All Hive products require a Hive Hub to work. To use Hive products, you'll need:

- A domestic broadband connection with a spare Ethernet port connection
- An extra power socket close to your broadband router
- An Android, iOS, Amazon or Windows smartphone with an up-to-date operating system if you want to use your smartphone to control your Hive products via the Hive app
- An up-to-date web browser to use the online dashboard (Microsoft Internet Explorer 10 (desktop & mobile), Mozilla Firefox 33, Google Chrome 29 (37 for mobile) or Apple Safari 7)

Requirements for Hive Active Heating

To be eligible for Hive Active Heating or Hive Multizone, you'll need a working central heating system. Hive Active Heating can be installed on gas, oil or LPG systems (and certain electric boilers).

The Hive Active Heating kit consists of a:

- Wireless Thermostat – this lets you get the temperature at home just right from wherever you are
- Receiver – connects your Hive thermostat to your boiler
- Hive Hub – connects your Hive thermostat and products so you can control them from your smartphone, tablet or laptop

Requirements for 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 will only need Hive Multizone kits – up to a maximum of two – 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 three heated zones in your home. If it is installed in more than three zones, you accept that this may impact the Hive Multizone system performance, including the possibility that the whole Hive Multizone system may not work. We can install Hive Multizone for more than three zones but we won't be responsible for the Hive Multizone system performance, whether it is installed by us, a third party or by you in more than three zones.

Please note that Hive Active Heating and/or Hive Multizone is not suitable for some central heating systems with underfloor heating.



Product guarantee

One year guarantee

All materials and parts purchased from us are guaranteed for one year from the date that you pair them with the Hive Hub. Within this one year period, if the materials or parts develop a fault then we will 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 three heating zones.

Consumer rights

This guarantee doesn't affect your statutory rights under Irish consumer protection law. If you want independent advice about your rights, you can get in touch with the Competition and Consumer Protection Commission at www.consumerhelp.ie or **1890 432 432**.

General terms

Personal use only

All Hive products are sold for personal use only and must not be resold.

Products may vary slightly from their pictures

The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the

colours accurately, we cannot guarantee that a device's display of colour will match the images on our website. Your product may vary slightly from those images.

Product packaging may vary

The packaging of the product may vary from that shown on images on our website.

Changing your address

Your Hive Active Heating, and Hive Multizone if you have it, are 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 house you must leave all your Hive Active Heating equipment behind except your Hive Hub, which you should take with you to your new home.

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 on **01 611 01 01** or **1850 632 632** for further assistance.

Who can benefit from these terms and conditions?

Nobody other than you can benefit from these terms and conditions.

English language

Everything we write to you – including terms and conditions – will be in English.

Irish law

These terms and conditions are governed by the laws of Ireland.

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.

Changes to these terms and conditions

If we need to change these terms and conditions, we will put the changes on our website at www.bordgaisenergy.ie/terms-and-conditions. If the changes are significant, we'll let you know in writing. If you are not happy with any of the changes you can cancel this contract by notifying us by email at hive@bordgais.ie. If you continue to use your Hive Active Heating for a period of 10 days after us notifying you of the changes, you will be deemed to have consented to these changes.

General exclusions

We won't be responsible and no refund will be given if:

- Your broadband internet connection to your home is not sufficient to support your Hive products
- Your smartphone, computer or internet browser is not compatible with Hive. You can see the minimum system requirements in the **Product Requirements** section above or at www.bordgaisenergy.ie/hive

- Any subsequent changes made to your central heating system or broadband internet connection prevent your Hive product from working

We won't be responsible for the following:

- Any costs, loss or damage that you suffer as a result of not using your Hive product in line with our instructions, including any user guides, or by problems caused by your smartphone, computer, internet browser or internet connection, rather than the Hive system
- Any costs, loss or damage that you suffer as a result of installing Hive Multizone in more than three zones
- Any costs that you incur by exceeding the permitted data limit on your broadband or smartphone
- Any loss or damage caused by downloading or upgrading the software connected to any Hive product unless this is caused by us
- Any costs, loss or damage caused by any Hive upgrade which is not supported by your equipment
- Any costs, loss or damage that you experience by unauthorised use of your Hive product, e.g. if your smartphone or log-in details are lost or stolen
- Any loss or damage you experience as a result of you, or anyone else, altering the radio frequency allocations of your system controls
- Any loss or damage you experience following our (or Centrica Hive Limited's) failure to send you a notification in relation to any Hive product

- Replacing the batteries in your Hive products
- The broadband internet connection to your home
- Providing a smartphone, computer or internet browser that is compatible with Hive

Complaints

If you have any questions or complaints about any product, please contact us. You can telephone our customer service team on the applicable **Service Number** above or email us at hive@bordgais.ie.

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.

Your cancellation rights

Cooling off Period

You can cancel this agreement up to: (a) 19 days after you order your Hive product; or (b) 14 days after the day you receive your Hive product. You can choose whichever cancellation period suits you and can cancel your agreement with us free of charge unless the installation of Hive Active Heating and/or Hive Multizone has already been carried out (see below). This is called your 'cooling off period'.

To cancel your Hive product, you can call us on **01 611 01 01** or **1850 632 632**, or write to us by email or post. If you write to us, please use the wording in the cancellation form included overleaf to confirm your cancellation. Your notice of cancellation is effective as soon as you call us or write to us.

Hive Active Heating and/or Hive Multizone

If you ask us to install your Hive Active Heating and/or Hive Multizone 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. Our current charge is €159. We will take away the kit at the time we perform the un-installation.

Other Hive products

Once you tell us that you want to cancel your order, you must post us back the products. Please ensure that you get a certificate of posting. All returns should be sent to:

HomeCare, Bord Gáis Energy, One Warrington Place, Dublin 2.

Refunds

We will reimburse you within 14 days from the date that you cancel your order, provided that we have received your returned item. We will use the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

May 2018

Bord Gáis Energy Limited. Registered in Ireland (Company no. 463078). Registered office: One Warrington Place, Dublin 2.

Hive cancellation form

If you change your mind about any Hive product, you may use the wording below, call us on **01 611 01 01** or **1850 632 632** or email us to confirm your cancellation.

To: Bord Gáis Energy Limited
Email: hive@bordgais.ie

I hereby give notice that I wish to cancel my purchase of the following Hive products:

Order number:

Ordered / received on:

Your name:

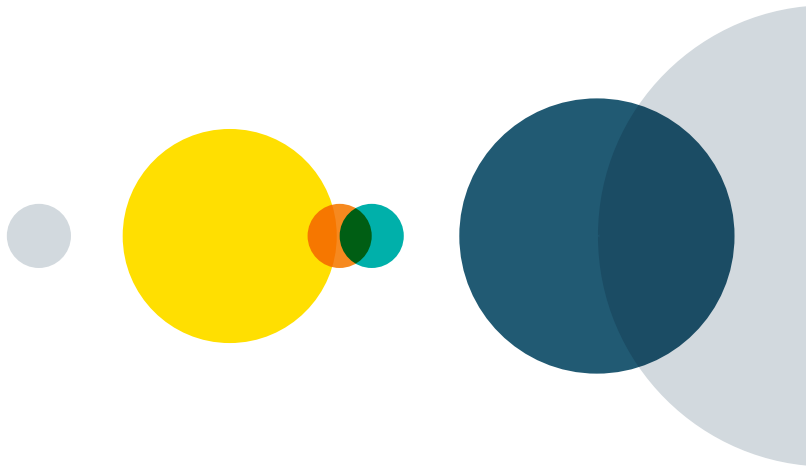
Your address:

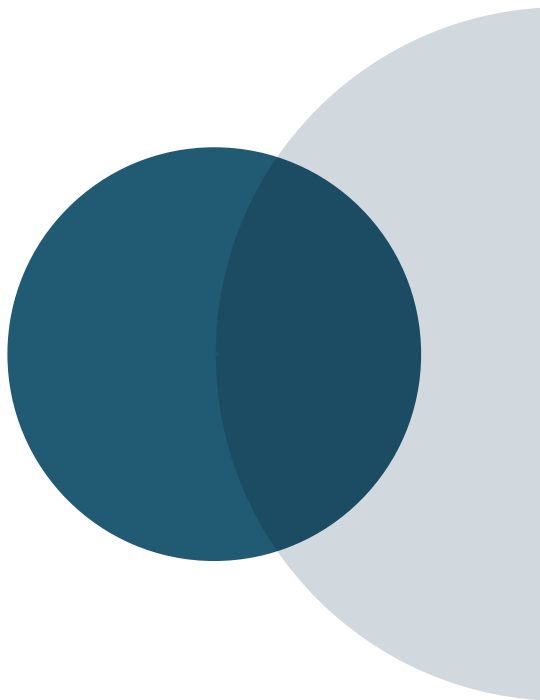
Your email address:

Your signature:

Date:

*(only applicable where you post in this form)





Hive and the Hive logo are trademarks of GB Gas Holdings Ltd, registered in England and Wales under company no. 03186121 and with its registered office at Millstream, Maidenhead Road, Berkshire, SL4 5GD.

Centrica Hive Ltd. is registered in England and Wales under company no. 05782908 with its registered office at Millstream, Maidenhead Road, Berkshire, SL4 5GD.

Bord Gáis Energy Ltd. is registered in Ireland under company no. 463078 with its registered office at One Warrington Place, Dublin 2.

Bord Gáis Energy Ltd., Centrica Hive Ltd. and GB Gas Holdings Ltd. are part of the Centrica Group of companies.