

EZ Charge - Scheme Terms

The Supplier (as defined below) administers a national network of charging points which enable drivers of electric vehicles to identify locations to recharge their vehicle with electricity. The Supplier has developed a charging point management system and smartphone application in connection with this network to allow users to identify their nearest charging point.

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions ("these Terms").

Access Card

An RFID card provided by the Supplier to identify you and suitable for use by you at Charging Points to access a Charging Point, linked to your chosen registered payment method.

Charging Point

The equipment identified as part of the Services and used by you to recharge electric vehicles with electricity.

Charges

The sums incurred by you as a result of your use of a Charging Point to recharge your car, identified and accessed using Our App or Access Card, calculated in accordance with clause 6.

GDPR

Means the General Data Protection Regulation 2018.

Our App

Is the Supplier's application available to download from the internet via the Apple store, the Android store or any online retailer as may be determined by the Supplier from time to time. Our App is intended to allow you to identify the location of the nearest Charging Point on the Supplier network and pay for the recharging services, in accordance with these Terms.

Our Website

Is <http://EZ-Charge.co.uk> and all available pages of this website and relevant Customer portals.

Personal Data, Processing (and process, processing and processed shall be construed accordingly) and Sensitive Personal Data

Shall have the meanings set out in the GDPR.

Services

The services to be provided to you by the Supplier under these Terms as set out in Schedule 1, together with any other services which the Supplier provides or agrees to provide to you in writing.

Supplier (or We or Us)

Means EZ-Charge Limited as more particularly defined in clause 10.1.

VAT

Value Added Tax chargeable under English law for the time being and any similar additional tax.

You (or Customer or User)

Means you, the individual customer.

2 OUR CONTRACT WITH YOU

2.1 These are the Terms on which we supply the Services to you. Please ensure that you read these Terms carefully, and check that the details are complete and accurate, before you accept these Terms. If you have any questions or concerns, please contact us to discuss.

2.2 These Terms will become binding on you and Us upon the commencement of the Services being provided to you by Us, following your acceptance of these Terms. At this point (the “Commencement Date”) a contract will come into existence between you and Us.

3 CHANGES TO THE AGREEMENT

3.1 We may revise these Terms from time to time in the following circumstances:

- 3.1.1 changes in how we accept payment from you;
- 3.1.2 changes in relevant laws and regulatory requirements;
- 3.1.3 changes to our business model; or
- 3.1.4 changes which affect the provision of the Services.

3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month’s written notice of any changes to these Terms before they take effect.

4 PROVIDING SERVICES

4.1 We will supply the Services to you from the Commencement Date and continue to provide the Services until these Terms are terminated in accordance with clauses 8 or 9.

4.2 We will make every effort to provide the Services to you. However, there may be delays or periods of time where the Services are unavailable due to an event outside our Control. See clause 7 for Our responsibilities when an event outside our control happens.

4.3 Where you have requested and been provided with an Access Card, you will need to register your preferred payment method with **PAYTHRU**, a third party payment services provider, from whom we will collect payment for any Charges in accordance with these Terms. We will contact you about how to do this. If you do not, after being asked by Us, provide Us with this account information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us.

4.4 We may have to suspend the Services if We have to deal with any technical problems, or to make improvements to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency in which case we will contact you about the issues as soon as reasonably possible.

4.5 If you do not pay Us for the Charges when you are supposed to as set out in clause 6 , We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you if we are doing this.

5 IF THERE IS A PROBLEM WITH THE SERVICES

5.1 In the unlikely event that there is any defect with the Services or the Charging Points

please contact Us and tell Us as soon as reasonably possible and allow Us a reasonable opportunity to repair or fix any problems.

5.2 You acknowledge that under these Terms We are not confirming the working order or suitability of any Charging Point at any given time.

5.3 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6 PRICE AND PAYMENT

6.1 In consideration for us providing the Services to you, you will pay an administration payment to Us (the "Administration Payment") for use of an Access Card and will pay the Charges to us upon request, in accordance with this clause 6. The amount of the Administration Payment will be determined by Us from time to time and full details of the applicable Administration Payment will be published on Our Website. For the avoidance of doubt, if you decide to no longer wish to receive the Services, the Administration Payment whether in relation to an initial application for provision of Services OR subsequent annual renewal for provision of Services will be non-refundable whether or not you have incurred any Charges.

6.2 Prior to you being able to access any Charging Points using the Services, we will ask you to agree a preauthorisation payment of £1, which will then be immediately returned to you. The authorised card will then be used to cover any costs you may incur. We will take payment using your bank account or credit card if you have £5 or more in outstanding charges on your account on a monthly basis. We will take payment using your bank account or credit card if you have £0.01 or more in outstanding charges on your account on a quarterly basis. We reserve the right to suspend or withdraw the Services if authorisation is not provided on request.

6.3 The Charges are calculated based on the price of use of each Charging Point, set by the owner of the Charging Point. These prices upon which the Charges will be calculated are as shown on Our Website, Our App, displayed at each Charging Point and/or otherwise communicated prior to the provision of the Services, as updated from time to time. These prices include VAT.

6.4 The Charge Point owner is responsible for setting the charges for their Charge Point and may choose to set the charges to round up or round down to the nearest full kilowatt provided.

6.5 Your rights to a refund on cancellation are set out in clause 8.

7 EVENTS OUTSIDE OUR CONTROL

7.1 In addition to the clauses dealing with liability in clause 12, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control.

7.2 An event outside our control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, or any failure of a Charging Point, including a communications failure.

7.3 If an event outside our control takes place that affects the performance of our obligations under these Terms we will contact you or post a notification on our Website. Please note that where the event outside our control affects our performance of services to you, We will restart the services as soon as reasonably possible after the event outside our control is over.

8 YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

8.1 Before We begin to provide the services, you have the following rights to cancel these Terms, including where you choose to cancel because We are affected by an event outside our control or if we change these Terms under clause 3.1 to your material disadvantage:

8.1.1 You may cancel these Terms at any time before you accrue any Charges. We will confirm your cancellation in writing to you.

8.1.2 If you cancel these Terms under clause 8.1.1 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

8.1.3 If you cancel these Terms under clause 8.1.2 but you do so following the annual renewal of your Access Card, NO refund of your Access Card renewal fee will be made to you. The Access Card can continue to be used to provide services until it expires. Following the Access Card's expiration it must be returned as described below in clause 8.2.

8.2 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least [30] calendar days' notice in writing OR by selecting the cancellation option in the administration web portal in your user area. Any pre-authorisation you have made for charges that have not been incurred by you will not be taken as payment. You will be required to return the Access Card to the supplier as soon as possible by registered post, at your cost.

9 OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

9.1 Once we have begun to provide the services to you, We may cancel the services or the availability of Our App or Access Card or Website at any time by providing you with at least [30] calendar days' notice in writing.

9.2 We may cancel the contract for Services at any time with immediate effect by giving you written notice if you do not permit the pre-authorisation or pay Us when you are supposed to as set out in clause 6.2.

10 INFORMATION ABOUT US AND HOW TO CONTACT US

10.1 We are a company registered in England and Wales.

Our company registration number is 2112527. Our registered VAT number is GB 123 and our registered office is

Cappis House, Telford Road, Bicester, OX26 4LB, UK

10.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01869 322500 or by e-mailing us at admin@EZ-Charge.co.uk

10.3 If you wish to contact Us in writing, or if any clause in these terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to EZ-Charge Limited at Cappis House, Telford Road, Bicester, OX26 4LB, UK

We will confirm receipt of this by contacting you in writing.

11 HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1 We will need certain information from you that is necessary for Us to provide the Services. This will include, but is not limited to, your: name; address; vehicle detail (manufacturer, model, year etc) and payment details.

11.2 We will use the personal information you provide to Us to as set out in the separate privacy notice on our Website as may be updated from time to time. A copy of the current notice used by us is set out in Schedule 2. By accepting these Terms and entering a contract with Us you are providing your consent to your Personal Data (including any Sensitive Personal Data) being processed in this manner and for those purposes.

12 OUR LIABILITY TO YOU

12.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the terms or our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract. Subject to clause 12.3, We are not responsible for any indirect or consequential losses caused by Your inability to use the Charging Points and/or the Service where not directly caused by the actions of the Supplier.

12.2 We only supply the Services under these Terms for domestic and private use and for Users who intend to use the Services other than as part of a corporate package. You agree not to use the Services for any commercial, business or re-sale purposes.

12.3 We do not exclude or limit in any way Our liability for:

12.3.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

12.3.2 fraud or fraudulent misrepresentation;

12.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

12.3.4 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

12.3.5 defective products under the Consumer Protection Act 1987.

13 OTHER IMPORTANT TERMS

13.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

13.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

13.5 These Terms are governed by English law. You and We both agree to submit to the

non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

SCHEDULE 1

THE SERVICES

1.1 The Supplier shall supply the Customer with access to Our App, Our Website and/or the Access Card to enable the Customer to use the Services, as follows:

1.1.1 the use by users of Our App and/or our Website to identify the closest geographical Charging Point by inputting their current location / by allowing our Website or our App to locate their current location on the supplier network of Charging Points.

1.1.2 the use by users of a Charging Point to recharge their vehicle with electricity (which may include the right to park your vehicle near the Charging Point, please see local notices for additional relevant parking terms and conditions, which are not set by the supplier but of which you may need to be aware).

1.1.3 the use by users of their Access Card or online service provided by the Charging Point for users to pay the supplier for the recharging and maintain a record of their User activity and payments.

1.2 The Supplier shall collect pre-authorisation and recover the Charges from you in accordance with clause 6.