

# **Car Charged UK Ltd**

## **Customer Service Agreement**

### **Terms and Conditions**

Valid as of 1<sup>st</sup> September 2019

**Car Charged UK Ltd**, a UK company with Registered Office at The Unit, Nettleworth Cottage, Leeming Lane North, Mansfield Woodhouse, Nottinghamshire, NG19 8LJ, own and operate electric vehicle charge points throughout the UK, which are available to the public to re-charge their vehicles.

These terms and conditions regulate the relationship between Car Charge UK Ltd and the electric vehicle driver (hereinafter "the **Customer**" or "**you**") when the Customer is intending to connect with a Car Charge UK charge point (hereinafter "the **Service**"). The term Customer refers to both legal and natural persons.

The Service may include the provision and use of a RFID card / Car Charged UK Ltd fob as an alternative means for connection to the Service, if specifically ordered by the Customer.

These terms and conditions shall not apply in cases where they limit the Customer's rights as defined in consumer rights and protection and other legislation and regulations.

All Customer data will be administered in compliance with the EU's general data Protection Regulation (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable English law and regulations relating to the processing of personal data and privacy, including where applicable, the mandatory guides and codes of practice issued by the UK's Information Commissioner.

#### **1. Connection to the Service**

The connection to the Service occurs initially via this mobile application.

Once you have filled in your personal details and given us your payment card details, you will not have to repeat it, when you charge at a Car Charge UK charge point in future.

If you connect via a RFID card / fob (which we will mail to you if you request one via this mobile application), in future you will just need to touch the charge point where indicated with the card / fob and the charge point will recognize you and access your account on the Car Charge UK database.

#### **2. Cancellation of the Service**

In your capacity as a consumer, a Customer has the right to give notice to terminate the agreement within 14 days from entering into this agreement, without specifying a reason. In the case of a Customer who has ordered a RFID card / fob, the agreement is deemed to commence when that Customer registers themselves as a subscriber for the card / fob. The cancellation is considered to be effective where the Customer sends Car Charge UK Ltd the cancellation notification before the end of the cancellation period.

If the Customer has used the Service before the end of the cancellation period, the Customer shall pay Car Charged UK Ltd its normal, published fees for the Services provided before the cancellation

notification is made.

To exercise their right to cancel, the Customer shall notify Car Charged UK Ltd of their decision, providing their name, telephone number, and e-mail address, together with an unambiguous statement detailing the decision to cancel. The notice of cancellation can either be sent by e-mail to [info@carcharged.co.uk](mailto:info@carcharged.co.uk) or by telephone to Car Charged UK Ltd, (tel. 01623 707014).

### **3. Customer payment via the Car Charged UK payment system**

To operate the Car Charged UK charge point, the Customer shall first authenticate themselves either via this mobile application or by touching their RFID card / fob where indicated on the charge point.

Using the Service via a RFID card / fob or the mobile application requires prior registration with Car Charged UK Ltd by the Customer and a request for the RFID card / fob to be mailed to them. Such registration requires the Customer to provide personal information to Car Charged UK Ltd, such as full name, address, email address, credit / debit card details and a password for their account.

Charging which takes place via RFID card/fobs or the mobile application is debited to the Customer's payment card or, for larger users, invoiced in arrears by bill, if the latter option is offered to the Customer.

It is the Customer's responsibility to ensure that the user information held by Car Charged UK Ltd is kept up-to-date. After registration, the Customer will be sent a one-time registration token by email to confirm their account. Car Charged UK Ltd is not responsible for data incorrectly input during or after registration.

By accepting the terms and conditions upon registration, the Customer accepts that Car Charged UK Ltd will debit the charging fee, including applicable taxes and service charges, to the payment card detailed on their original application (unless Car Charged UK Ltd has been informed in writing that these details have been changed) .

The charging fee, which is based on :

- the amount of electricity consumed at the predetermined price per kWh, notified to the Customer before charging (see 5 below),
- plus a fixed plug-in / connection fee,

will be calculated once the charging is completed and charged to the customer's nominated payment card. Charging is terminated automatically according to the Customer's instructions when plugging-in or when extended, or by the Customer at any time.

The Car Charged UK payment system can only be used at charge points which are connected to the Car Charged UK Ltd network or its partners, whose details will be provided. The location of Car Charged UK chargers are shown in the Car Charged UK mobile application and all are branded with Car Charged UK Ltd markings.

### **4. The Customer's obligations and commitments**

It is your responsibility, as the Customer, to :

- ensure that charging begins and is completed correctly. In order to verify that the charging has begun, you should refer to the instructions displayed on or near the charger. Charging via a RFID card / fob or mobile application begins when the Customer has connected the vehicle to the charging station according to the instructions and your identity has been authenticated by touching your RFID card / fob or by activation through this mobile application. It is the Customer's responsibility to ensure that their vehicle is equipped to receive a charge at the charging station.
- ensure that their registered payment card is valid, that it has a sufficient balance available and is not blocked. In the event that debiting is not possible, Car Charged UK Ltd has the right to seek payment from the Customer by other means, such as by sending a separate invoice for the Customer's use of the Service.
- ensure that their payment information on their Car Charged UK Ltd account is up-to-date and valid at the time of attempting to use the Service. Failure to do so can result in Car Charged UK Ltd closing the Customer's account. Car Charged UK reserves the right to introduce monthly membership fees to the Service. If such fees are introduced, the Customer will be informed of such changes with 30 days' notice. In case of the introduction of such fees, the Customer is responsible for payment of the monthly membership fee until membership is terminated.

Car Charged UK Ltd has the right to immediately close a Customer's account if the Customer does not have sufficient balance on their account or fails to pay an invoice on the due date. In the event of late payment, Car Charged UK Ltd reserves the right to charge interest on late payments at 4% over the Santander Bank base rate, and, where relevant, a collection fee.

Every Customer is responsible for complying with the specific parking restrictions and regulations at the charging station.

## **5. Product prices**

Car Charged UK Ltd offers its Customers different charging services with varying features and prices.

The price of the Service is displayed at each charging station and / or on the mobile application. The price may vary between daytime, peak and nighttime and may be Customer-specific, in which case it might differ from the basic price. Prices may also vary, due to the wholesale price of electricity supplied by Car Charged UK Ltd energy supplier.

## **6. General terms and conditions**

Information on Customers' purchase transactions is visible in real time on their Car Charged UK Ltd account which may be viewed on the Car Charged UK mobile application. The reports of the account may be read and printed at any time. Car Charged UK Ltd retains the Customer's charging information for at least 12 months.

- *Responsibility for the personal password.*

When the Customer registers for the Service, they provide their email address and a chosen password for logging into their account. Car Charged UK Ltd then sends the Customer a one-time registration token by email to confirm the account is open and operative. The Customer is responsible for keeping their password secure and should avoid writing the password down so that third parties can understand

what it is used for. The Customer should not record the password in a way that allows others to gain access to the information.

The Customer shall immediately notify Car Charged UK Ltd customer service (tel 01623 707014) if there is any reason to believe that an unauthorised person has gained access to or knowledge of the password.

- *Unauthorised use of the Service.*

The Customer is responsible for any unauthorised use of the Service under their control. The Customer is obliged to notify Car Charged UK Ltd immediately or as soon as possible, if they believe that their account has been used by an unauthorised person or in an unauthorised manner. The best way to minimise any costs incurred by such misuse is to call Car Charged UK Ltd customer service (tel 01623 707014) as soon as possible.

If the Car Charged UK RFID card / fob, or the Customer's mobile phone on which the Car Charged UK mobile application is installed, is lost or stolen, the Customer shall immediately (within two (2) days of becoming aware of the loss or theft of the RFID card or the mobile phone) report the loss to Car Charged UK Ltd customer service (tel 01623 707014). If the Customer does not notify the loss or theft of the Car Charged UK RFID card or the mobile phone within the aforementioned time limit, the Customer shall be responsible for any reported purchase transactions in full.

- *Complaints and investigation of a Car Charged UK Ltd charging transaction.*

A Customer intending to submit a complaint must notify Car Charged UK Ltd within 30 days of the date on which the purchase transaction in question was registered on their account. The notice must clearly indicate the basis for the complaint. If this is not clearly stated, the Customer will lose their right to have their complaint investigated and, if justified, the matter corrected, apart from requirements under the relevant legislation. When a Customer submits a complaint, Car Charged UK Ltd will carry out a technical investigation.

Complaints regarding incorrect charging costs are processed and determined by Car Charged UK Ltd. If and when a complaint is accepted, Car Charged UK Ltd will compensate the Customer for the disputed amount without delay. If the complaint is rejected, Car Charged UK Ltd will inform the Customer of the result of the investigation of the complaint and the reasons by which Car Charged UK Ltd justifies its position.

- *Changes to the Services or terms and conditions.*

Both parties are aware that both the electric vehicle charging and the mobile payments sector is rapidly developing. Car Charged UK Ltd therefore reserves the right to modify these terms and conditions to adapt its services, or the terms and conditions, to new or modified technologies, devices, standards, legislation, policies, or to appropriate technical, information security, administrative, business, operations, or other relevant procedures. Car Charged UK Ltd will inform all Customers of such proposed changes with 30 days' notice via the website [www.carcharged.co.uk](http://www.carcharged.co.uk). If the Customer does not agree to the changes in the terms and conditions, the Customer has the right to terminate the agreement.

- *Termination of this agreement*

Car Charged UK Ltd has the right to give notice to terminate this agreement, if, having received a reminder, the Customer has not within a reasonable period remedied the situation in the following cases:

- The Customer does not meet their payment obligations
- The Customer uses the Service contrary to the terms and conditions of this agreement or to the obligations they have towards Car Charged UK Ltd.
- Car Charged UK Ltd has cause to suspect that the Service is being misused.

It is the Customer's responsibility to terminate their membership if the Service is not intended to be used, e.g. if the vehicle is sold or temporarily out of use, etc.

● *Termination of subscription membership (if applicable).*

A Customer who has entered into a subscription membership arrangement may terminate their membership with one (1) month's period of notice, effective from the end of the current subscription period. The Customer must send notice of termination by e-mail to [info@carcharged.co.uk](mailto:info@carcharged.co.uk) or by contacting Customer Services at Car Charged UK Ltd (tel 01623 707014).

## **7. Processing of personal data**

Car Charged UK Ltd will only collect personal data which is required to provide the Service to the user in an efficient and customer friendly way. The amount of data collected upon registration is minimized. Data is only collected if the user uses a specific feature which requires that data collection. Examples include credit card details to allow payment, address information for sending our RFID Cards/Fobs.

Personal data may be processed to provide the information and services Customers need, related to, for example, marketing and the development and follow-up of sales and products. Car Charged UK Ltd may disclose names or e-mail addresses to external parties, but only those that administer the contractual obligations of Car Charged UK Ltd related to the Car Charge UK Service, on behalf of it, such as card payment providers.

All personal data has a clearly defined retention period in the system. If a user has not been active during a certain period, the system will automatically consider that user's account to be inactive. The user will be notified of this change of account status. If the account is not re-activated by the user, either by logging into the mobile application or using another identifier to access one of Car Charged UK chargers, the user account will automatically be terminated and the Customer's data will be deleted or anonymized. This is to ensure that users who may have registered but forgotten that they did so is not required to take any action to have their account deleted, if the account remains inactive for a sufficiently long period.

## **8. Liability and limitation of liability of Car Charged UK Ltd**

The different charging services offered by Car Charged UK Ltd may have separate warranty conditions. In addition to the manufacturer's product warranty stated in the product-specific warranty conditions, the Consumer Rights Act and other mandatory legal provisions shall apply to the liability for defects of Car Charged UK Ltd Services

Car Charged UK Ltd is not responsible for damage, loss or unavailability of the Service if:

- The mobile phone network or related functions are not working.
- The mobile phone telephone operator has changed its telephone service so that payment via the Car Charged UK mobile application is no longer possible.
- The supply of electricity to the charge point has been suspended or cut, for reasons outside the control of Car Charged UK Ltd
- A Car Charged UK Ltd RFID card/app or the Customers mobile phone is lost or stolen and misused by another person.

Car Charged UK Ltd is not responsible for any fines, clamping or tow-charges where the Customer parks their vehicle in contravention of the law and regulations laid down by the landlord, site owner or municipality.

Car Charged UK Ltd is not responsible for damage or loss caused by a legal provision, official action, war, sabotage, failure or delay in delivery, telephone connections or other traffic and communications connections and transportation, strike, boycott, or other similar circumstances beyond the control of Car Charged UK Ltd (Force Majeure). The proviso regarding strike, boycott and blockade also applies where Car Charged UK Ltd is the subject of the said actions.

Any damage or loss that occurs in other circumstances will not be reimbursed by Car Charged UK Ltd, including indirect damage, such as loss of income or damage to the relationship between the Customer and third parties, except if the loss is caused by negligence, gross negligence or willfulness on the part of PNG and never in excess of what the Customer is entitled to under mandatory legislation.

## **9. Disputes and Law**

Both Parties will use reasonable endeavours to resolve a dispute within 14 days from receipt by Car Charged UK Ltd of the written complaint from the Customer. In the event that the dispute has not been resolved within the said period, either Party may refer such dispute for investigation and determination by such person, firm or company as the Parties may agree. If agreement cannot be reached, either Party may pursue any remedy at law.

This Agreement and the Terms and Conditions applying to it will be governed by and read in accordance with the law of the jurisdiction in which the the charge point is located and, in the the UK, it will be subject to the laws of England, and the jurisdiction of the Courts of England and Wales.