

Terms and Conditions

We are ChargePoint Services Limited, a company registered in England with company number 07214557 whose registered office is at The City Arc, 89 Worship Street, London, EC2A 2BF. Our VAT registration number is 987 5042 80.

Through Our and Our Partners' charger networks, We provide Electrical Vehicle charging services to Our customers. Further information about the services We provide is available at www.chargepointservices.co.uk

The provision of Our Services is made subject to the Terms and Conditions set out below.

By ticking the checkbox on the registration page You accept the following terms and conditions and our privacy policy, as set out in Our [Privacy Notice](#). A contract between You and Us is created when you complete the Registration Process.

1. Terminology Explained

We, Our or Us: ChargePoint Services Ltd.

You, Your or the Customer: the customer who has completed the Registration Process and whose name is displayed on the order form/welcome letter/welcome email.

Terms: the Terms and Conditions (as amended from time to time) constitute the terms and conditions of the contract between You and Us and set out the basis in which We will provide Our Services and access to the Chargers for use by You.

Charger: the electrical charging equipment within the Charger Network that You may use to recharge electric vehicles with electricity. Chargers connected to the Charger Network and available for use by You under these Terms will be identifiable from the Website or otherwise as indicated by signage on the Charger itself.

Charger Network: the ENGIE Chargepoint Network.

Commencement Date: the date upon which You complete the Registration Process as set out below.

Contract: collectively, Your completed registration form, these Terms, any user guide and/or regulations supplied to You and any other document referred to in these Terms.

Account: any fees or charges incurred by You relating to the purchase of services will be deducted from Your Account balance.

Auto top-up: the mechanism whereby You grant Us permission under a Recurring Payment Authority to top up Your Account. This will top-up Your balance to £0 whenever Your Account balance falls negative and is done automatically from the debit/credit card You have assigned for Auto top-up payments.

Event Outside Our Control: is defined in clause 14.

Fees and/or Charges: the amounts payable by You in connection with Your use of a Charger and the electricity supplied by Us to You in order to recharge Your car. The charges are based on the published tariffs as described in accordance with clause 7.

GDPR: The General Data Protection Regulation. References to Personal Data shall have the meanings set out in the GDPR.

Charging Card: the RFID card that You may elect to receive (subject to payment of any relevant fee by You to Us). The Charging Card will provide a convenient method of accessing and using Chargers within the Charger Network, and will not directly require the use of a separate mobile device or otherwise rely on the availability of signal from a corresponding mobile network for that mobile device to access the Charger Network.

PAYG: Pay as You Go, the payment mechanism relating to the provision of services to Our customers in relation to the use of Chargers, the electricity supplied and any other services provided by Us to Our customers.

Recurring Payment Authority: an arrangement You enter into with Us and Your bank where You give Us permission to take Auto top-up payments from Your debit/credit card on an ad hoc basis. Such payments are only to add pay as you go credit (units) to Your Account.

Registration Process: the process by which You register online at the Website to use Our services. This involves the completion by You of the registration data and any other requirements as set out on the Website. Upon successful registration You will be notified and will receive a confirmation email.

Registration Date: the date on which Your registration is completed as evidenced by Our acknowledgement of the completion of this process through a welcome email.

Services: the services to be provided to You by Us under these Terms, together with any other services which We provide or agree to provide to You in writing.

Website: engie.geniecpms.com, together with all available pages of this Website and relevant Customer portals.

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

2. Our Contract with You

2.1. These are the terms and conditions on which We supply the Services to You.

2.2. Please ensure that You read these Terms carefully before You apply to register with Us as a Customer.

2.3. These Terms become binding on You and Us when you have completed the Registration Process.

2.4. Your use of the Chargers in the Charger Network using a Charging Card or via the Website on a smartphone device is conditional upon Your compliance with the Contract and these Terms.

2.5. You represent and warrant that the information that You provide to Us is true and accurate. You shall notify Us as soon as practicable if any information or details change.

3. Changes to these Terms

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

- (a) changes in relevant laws and regulatory requirements;
- (b) to reflect changes in the way in which We accept payment for the Services; or
- (c) any changes in Our business model; or
- (d) any circumstance which affects the way in which We are able to provide the Services; or

(e) any other circumstance which, in Our reasonable opinion, necessitates a change to these Terms.

3.2. If We need to revise these Terms under clause 3.1, We will contact You by email two weeks before the changes come into effect. If You do not wish to accept the revised Terms You may cancel the contract in accordance with clause 10.

4. Providing Services

4.1. We will supply the Services to You from the Commencement Date until these Terms are cancelled in accordance with clauses 10 or 11.

4.2. We will make every effort to provide the Services to You in a timely and efficient manner. However, the provision of the Services may be delayed or suspended due to an Event Outside Our Control. See clause 14 for Our responsibilities should an Event Outside Our Control happen.

4.3. We may have to suspend or amend the Services either altogether or from specific Chargers to deal with technical problems. Wherever possible We will publish details of any such suspension or amendments on the Website, and send email notification.

4.4. If You do not pay Us for the Services when You are supposed to, We may suspend the Services with immediate effect until You have paid Us the outstanding amounts. We will contact You to tell You should this situation arise.

5. Customer Registration, Accounts and Payment

5.1. You will be required to complete the Registration Process and in doing so provide certain data about Yourself. Your personal data will be held by Us as determined by Our Privacy Policy (see Clause 12 below, and communicated via Our [Privacy Notice](#)) which complies with the requirements of the GDPR.

5.2. In order to use the Chargers You will be required to provide Us with your debit or credit card details. Please note the following:

- (a) We use an encrypted secure payment mechanism, to ensure Your debit/credit card details are safe;
- (b) We only accept payment in Pounds (£) Sterling;
- (c) We only accept payment using a Visa, Mastercard, Maestro, Solo and American Express; and
- (d) All credit/debit card payments are subject to authorisation by Your credit/debit card issuer.

5.3. If you have a negative balance on Your Account, You will be unable to use a Charger until the debt has been settled.

5.4. The default method for adding credit is through an Auto top-up mechanism. When registering You will be required to give Us Payment Authority. You can do this by visiting the Website and following the procedure to top-up Your Charging Card with credit. The Auto top-up operates so that when Your account falls below zero, We take a payment from Your debit/credit card in order to top Your Account back up to £0.00.

5.5. We will send You an email notification within 48 hours each time You top up Your Account.

5.6. You can view Your Account balance online by logging into Your Account page on the Website.

5.7. We will send You an email notification when Your credit/debit card is within one month of its expiry date.

5.8. If You do not update Your credit/debit card details Your Account may be suspended.

5.9. You are responsible for maintaining the confidentiality of Your online username and password ("Login Details") and for restricting access to Your computer to prevent unauthorised access to Your Account and/or use of Your Charging Card. You must keep Your Login Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them or Your Charging Card. You must not disclose Your Login Details to any other person or record Your Login Details in any way that may result in them becoming known to another person. You agree to accept responsibility for all activities that occur under Your Account. You should inform Us immediately if You have any reason to believe that Your Login Details have become known to anyone else, or if the Login Details are being, or are likely to be, used in an unauthorised manner.

6. Charging Cards

6.1. You may elect to obtain a Charging Card for added convenience in charging. A fee may be payable to cover the cost of this card. This fee will be indicated at the time of purchase.

6.2. Should You decide following receipt of Your Charging Card that You do not want it, You may contact Our Customer Care team and arrange for the return of the card. If You notify Us of Your wish to return the card within 14 days of purchase We will refund You the fee for the card on receipt of the card.

6.3. Each Charging Card is unique and will be registered to an individual member, cannot be transferred without Our agreement and remains Our property. It can only be used by You or other users that You register with Us in relation to Your Account. Furthermore, the card and Services can only be used in respect of any vehicles registered by You in relation to Your Charging Card.

6.4. Once You have received Your Charging Card, all risk of loss and or damage to the card pass to You. If Your Charging Card is lost, stolen or damaged, You can purchase a replacement by logging into Your Account. On receipt of the Replacement Fee, We will send You a replacement card at Your registered address.

6.5. In the event of Your Charging Card being lost or stolen please notify Us as soon as practicable. Once notified, We can freeze Your Account from that point onwards and protect Your credit balance for Your authorized use. We shall not be liable for any loss to You up until that point.

6.6. In the event of Your Charging Card being faulty, please notify Us, return the card to Our address (see clause 9) and We will arrange for a replacement card to be sent to Your registered address.

6.7. You agree, warrant and undertake that You (or any other individuals registered with Us in connection with Your Account) shall not:

- (a) allow other individual(s) to use Your Charging Card without Our prior written consent;
- (b) use the Charging Card and/or Charger in any manner which may be harmful, cause a nuisance, disruption or disturbance, or which is in any way unlawful;
- (c) tamper with or damage Your Charging Card and/or any electrical equipment that connects to or forms part of the Charger;
- (d) act in any way that does or could damage or impact the operation of a Charger or another user of the Charger.

7. Tariffs and Payment

7.1. On completion of a successful charge, You will receive notification of the charging event setting out the time of the Charge, electricity consumed and cost to You of the charging event. These details will also be set out in Your Account information available online.

7.2. We may levy additional fees if Your connection exceeds a specified period. These fees are referred to as Overstay charges. The Overstay period (i.e. the time after which such charges will be levied) as well as the size of the Overstay charge will be indicated as per clause 7.4. An Overstay charge shall be levied if the Customer remains connected to the Charger in excess of the specified Overstay Period and thereafter for subsequent Overstay Periods.

7.3 The Tariffs and Overstay charges for using the Chargers are calculated based on the price of use of each Charger and will take into account the amount of electricity consumed, time at the Charger and the type of Charger.

7.4 The Tariffs and Overstay charges are as shown on the Website, and/or otherwise communicated prior to the provision of the Services, as updated from time to time. These Tariffs include VAT.

7.5. Customers are requested to be considerate to other users and not block Chargers needlessly. In the event that EVs are left unconnected and blocking Chargers we will take action in relation to offending parties based on feedback from other customers as evidenced accordingly.

8. If there is a Problem with the Services

8.1. In the event that there is any defect with the Services or any Charger please contact Us and tell Us as soon as reasonably possible (see clause 9).

8.2. In certain instances We may not own the Chargers and may not be directly responsible for their condition, upkeep or maintenance. We shall nevertheless endeavour to ensure that the Charger Providers remedy any material defect as soon as reasonably practicable.

8.3. As a consumer, You have legal rights in relation to Services not carried out with reasonable skill and care. 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.

9. How to Contact Us

9.1. If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning Our Customer Care team at 020 3598 4087 or by emailing Us at CustomerSupport@chargepointservices.com.

9.2. 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 hand or by pre-paid post to ChargePoint Services Limited at The City Arc, 89 Worship Street, London, EC2A 2BF, or by email to CustomerSupport@chargepointservices.com. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us when applying for registration or such other address which You advise of in writing.

9.3 If you would like to contact us regarding any aspect of Our Data security policy or practices, or any query regarding Our Privacy Notice, please email InformationSecurity@chargepointservices.com

10. Your Rights to Cancel and Applicable Refund

10.1. You may cancel this contract for the Services at any time with immediate effect by notifying Us via email at CustomerSupport@chargepointservices.com. Your rights to cancel this contract are

in line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 as set out in 10.2 and 10.3 below.

10.2. If You cancel the contract, We will refund the cost of the Charging Card (if applicable) as outlined in Clause 6.2 as well as any balance in Your Account.

10.3. If You would like Us to refund your balance, You can do so by contacting Us and We will Refund Your balance of any unused credits as requested.

11. Our Rights to Cancel and Applicable Refund

11.1. We may cancel the contract for the Services at any time by providing You with at least 30 days' notice in writing. If You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.

11.2. We may cancel the contract for Services at any time with immediate effect by giving You written notice if:

- (a) You do not permit the pre-authorisation or pay Us when You are supposed to, or
- (b) You break the contract in any other material way and You do not correct or fix the situation within 30 days of Us asking You to in writing.

12. Use of Your Information

12.1. We have certain obligations under data privacy laws to notify individuals about how We will process any personal information We collect from them. We treat Your data privacy very seriously and understand that You will wish to know how We will use that personal information. Our Privacy Notice is available within Your Account settings on the Website, at www.chargepointservices.co.uk, and via [this link](#). This Privacy Notice relates to personal information about You collected through Your registration and through Your use of the Charging Network. This Privacy Notice will inform You of what personal information We collect, how that information is used and why, who it is shared with and why, how long We keep it for and why, and Your rights pertaining to this information. If You have any questions about Our Privacy Notice please contact Us as detailed in clause 9.3.

12.2. Information You provide or that We hold may be used by Us, Our employees and /or Our agents, contractors and affiliates to detect and prevent crime, fraud and loss.

12.3. Your information may be shared between Us and any organization, including law enforcement agencies, involved in the prevention of crime or collection of taxes or similar governmental activities.

13. Our Liability to You

13.1. 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 it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into this contract. For the avoidance of doubt and subject to clause 14.1 loss or damage due to an Event Outside Our Control does not constitute loss or damage resulting from Our breach of the Terms or Our negligence.

13.2. You agree not to use the Services for any re-sale purpose. If you use Our Services to power a vehicle for business use, We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) 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
- (e) defective products under the Consumer Protection Act 1987.

14. Events Outside our Control

14.1. 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.

14.2. 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, or failure of public or private telecommunications networks.

14.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact You as soon as reasonably possible to notify You; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. 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.

14.4. You may cancel the contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Services. Please see Your cancellation rights under clause 10. We may only cancel the contract if the Event Outside Our Control continues for longer than 6 weeks in accordance with Our cancellation rights in clause 11.

15. Other Important Terms

15.1. 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.

15.2. You may only transfer Your rights or Your obligations under these Terms to another person if We agree in writing.

15.3. This contract is between You and Us. No other person shall have any rights to enforce any of its terms.

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

15.5. 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.

15.6. 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.