

E.ON GENERAL TERMS AND CONDITIONS FOR USE BY DRIVERS OF ELECTRIC VEHICLE CHARGE POSTS

This document contains term and conditions for the following:

- 1. For customers who register for an E.ON Drive account**
- 2. For customers using the www.eonevpay.co.uk web page to pay directly for a single charging transaction**

E.ON GENERAL TERMS AND CONDITIONS OF SUPPLY FOR USE OF ELECTRIC VEHICLE CHARGE POSTS

These terms and conditions relate to your use of our Electric Vehicle Charge Post. Please read the following terms and conditions before you sign up to use the Services or use the E.ON Drive Customer Portal.

Definitions of all the words in bold are at the end of the document.

1. ABOUT THIS CONTRACT

1.1 This **Contract** is between:

- 1.1.1 you, the person purchasing the **Services** we supply; and
- 1.1.2 us/we, E.ON Energy Solutions Limited trading as E.ON Drive, a business division of E.ON Energy Solutions Limited (whose company number is 03407430 and registered office is Westwood Way, Westwood Business Park, Coventry, CV4 8LG).
- 1.1.3 The **Contract** is formed as soon as you register for an **Account** via the **Website** or via the **App**.
- 1.1.4 By registering for an **Account** and by using the **Services**, you are agreeing to do so in accordance with this **Contract**.
- 1.1.5 This **Contract** sets out the entire agreement between us and you in relation to the provision of the **Services**.
- 1.1.6 For consumers resident in England and Wales, the laws of England and Wales apply to this **Contract**. For consumers resident in Scotland, the laws of Scotland apply to this **Contract**.
- 1.1.7 Nothing in this **Contract** affects your legal rights.
- 1.1.8 If a court decides that one or more of the terms in this **Contract** is not valid, the other terms still apply.
- 1.1.9 If you have any questions in relation to your **Account** or the **Services** and want to talk to us about it, please contact us:
 - (a) by e-mail at EONDriveUK@eonenergy.com; or
 - (b) by telephone on 0330 202 4417 (Monday to Friday: 9am to 5.00pm). We may record calls for quality and training purposes.
- 1.1.10 If you would like this **Contract** in another format (for example: audio, large print, braille) please contact us using the contact details above.

2. ABOUT THE SERVICES

PRE-PAYMENT CHARGING SERVICES

2.1 How to register for the Services

- 2.1.1 In order to use the **Services** you must register online by creating an **Account** via the **Website** or via the **App**.
- 2.1.2 In order to register you must provide us with your payment card details, mobile telephone number and e-mail address. You will also need to create a memorable password. Upon registration, we will deduct the Initial Registration Deposit from your bank account as credit for your **Account**. You will need this password to access your **Account** via the **Customer Portal**, to log in to the **App** and to use the **Services**.

- 2.1.3 Once you have registered and your **Account** is in positive credit, you will be able to charge your **Electric Vehicle** at the **Charge Posts** by using the **App** (see paragraph 2.2) or by using an **RFID Card** and/or **Tag** (see paragraph 2.3).
- 2.1.4 Your **Account** registration will not have an end date. You will remain registered until you notify us that you want to cancel your **Account** by e-mail or telephone (please see our contact details at paragraph 1) or until your **Account** becomes dormant for more than two years. We will not charge you a fee to cancel your registration. If you cancel your **Account** we will refund any credit in your **Account** to you.

2.2 Accessing the Services with the App

- 2.2.1 You will be able to use the **Services** once you have downloaded the **App** and logged in using your password and the email address you used when you registered.
- 2.2.2 In using the **App** you agree:
 - (a) not to copy, decode, reverse engineer, disassemble, decompile or otherwise translate or convert the **App**;
 - (b) not to infringe or copy the code or content or the design of the **App**;
 - (c) not to use the **App** for any purpose other than to receive the **Services**;
 - (d) not to distribute, rent, assign, sub-licence, lease, resell, distribute or otherwise deal in or encumber the **App**;
 - (e) not to use the **App**, or permit it to be used, on behalf of any third party;
 - (f) not to attempt to circumvent or interfere with any security features of the **App**;
 - (g) not to use the **App** in any way that breaches any applicable law or regulation;
 - (h) not to submit the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual other than yourself;
 - (i) not to impersonate another user, misrepresent your identity or misrepresent your affiliation with any other person;
 - (j) and
 - (k) not to misuse the **App** by knowingly introducing viruses, trojan horses, worms, logic bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code which is malicious or technologically harmful.

2.3 Accessing the Services with an RFID Card or Tag

- 2.3.1 If you would like to use the **Services** with an **RFID Card** or **Tag**, you will need to request these at registration or subsequently via the **Customer Portal**. The **RFID Card** and **Tag** come together and you cannot request one without the other.
- 2.3.2 We will aim to deliver the **RFID Card** and **Tag** to your chosen address within 14 days of receiving your request. You will be charged the **RFID Card and Tag Fee** for delivery of the **RFID Card** and **Tag** and this amount will be:
 - (a) automatically deducted from your payment card, if you request the **RFID Card** and **Tag** via the **Customer Portal**; or
 - (b) added to your **Initial Registration Deposit** if you request the **RFID Card** and **Tag** during registration, thus increasing the amount we deduct from your bank account on registration.

- 2.3.3 You will need to follow the instructions on the **Charge Posts** on how to use an **RFID Card** or **Tag**.
- 2.3.4 You will keep the **RFID Card** and **Tag** secure and take appropriate steps to prevent them being stolen or copied. You will also inform us as soon as possible should you believe that your **RFID Card** or **Tag** is lost, stolen or could have been copied.

2.4 Returning your RFID Card and Tag

- 2.4.1 You have 14 days from when you receive your **RFID Card** and **Tag** to change your mind and receive a refund for your **RFID Card** and **Tag**. This is your cooling off period.
- 2.4.2 If you do change your mind, please tell us before the end of the cooling off period using the contact details above and we will refund the cost of the **RFID Card** and **Tag** to the payment card that you registered with, within 14 days of receiving the returned **RFID Card** and **Tag**. You will need to pay the delivery costs for the return of the **RFID Card** and **Tag** and you must return both in order to receive a refund.
- 2.4.3 If you change your mind after the cooling off period, you will not receive a refund.
- 2.4.4 If your **RFID Card** or **Tag** is faulty, you must send it back to us as soon as possible and we will at your option either:
 - (a) refund you the full **RFID Card and Tag Fee** if the fault occurs within the first 30 days of your receipt of the **RFID Card** or **Tag**; or
 - (b) send you a replacement **RFID Card** and/or **Tag** if the fault occurs within 6 months of you receiving them.
- 2.4.5 If you lose or damage your **RFID Card** or **Tag** and need a replacement or if you simply want an additional **RFID Card** and **Tag**, you can request these via the **Customer Portal**. In requesting an additional **RFID Card** and **Tag** you will be charged an additional **RFID Card and Tag Fee** for delivery of the replacement or additional **RFID Card** and **Tag** and this will be automatically deducted from your registered payment card. We will endeavour to send the new **RFID Card** and **Tag** to your chosen address within 14 days of receiving your request.
- 2.4.6 The provisions of this paragraph 2.4 apply to any **RFID Card** and **Tag** supplied by us to you.

PAY AT POST CHARGING SERVICES

2.5 Accessing the Services

- 2.5.1 You will be able to use the Services once you have accessed the Website, selected the E.ON Drive Charge Post you wish to use and entered valid payment card details.
- 2.5.2

3. OUR RESPONSIBILITIES AND YOURS

3.1 Our responsibilities

- 3.1.1 We will try to ensure that the **Services** are available at all times but we cannot guarantee this and we will not be liable to you for any unavailability of the **Services**.
- 3.1.2 We will ensure that all price information is accessible via the **App** and the **Website**. Prices shall be shown per kWh and/or per hour.
- 3.1.3 Where the **Services** are unavailable, for example, for maintenance purposes or due to circumstances beyond our control, we will try to get the **Services** running again as soon as possible.

- 3.1.4 We cannot guarantee that you will be able to charge your vehicle at every **Charge Post** at all times. You will be able to find the location and availability of the nearest **Charge Post** to you via the **Website** or via the **App**.
- 3.1.5 We will ensure that any **RFID Card** and **Tag** that we send to you are of satisfactory quality, fit for purpose and match the description, sample or model. If an **RFID Card** or **Tag** does not meet these requirements they will be deemed to be "faulty" and you may obtain a replacement as described in paragraph 2.4.4.
- 3.1.6 We will aim to keep the **App** and the **Website** up to date with availability of **Charge Post**.
- 3.1.7 We reserve the right to suspend your **Account** and cancel your right to receive the **Services** if we have reason to believe that:
 - (a) you have failed comply with your responsibilities under this **Contract**;
 - (b) you have breached a term of this **Contract**;
 - (c) you have misused the **Account**, **Customer Portal** or **Services**; or
 - (d) if you owe money to us.
- 3.1.8 We are not liable for:
 - (a) any harm to you, which we could not have expected when we agreed your **Contract** and which was therefore not a foreseeable result of our breaching this **Contract**;
 - (b) any damage you suffer that is outside our control;
 - (c) any loss you incur as a result of your use of an incorrect or inadequate cable (having regard to paragraph 3.2.1); or
 - (d) business losses including loss of business, revenue, profit, or savings that you expected to make
- 3.1.9 Nothing in this **Contract** limits or excludes our liability for death or personal injury arising as a result of our negligence or for fraud.
- 3.1.10 If for any reason we are found to be liable for any losses suffered by you in connection with this **Contract**, our liability will be limited to the greater of: £1,000 or the amount you have paid to us in the past 24 months in respect of your receipt of the **Services** as at the point the liability arises.
- 3.1.11 We might transfer this **Contract** to another company. If we do, we'll notify you via the **Website**, by email or via the **App** and it won't affect your legal rights. Unless you cancel your **Account** in accordance with paragraph 2.1.4 we'll share your personal data with the company so that they can carry on supplying the **Services** to you.

3.2 Your responsibilities

- 3.2.1 If the **Charge Post** does not have a permanently attached cable then you will need to use your own cable to attach your **Electric Vehicle** to the **Charge Post** and to charge your vehicle. We are not responsible for any loss you may incur due to the use of any faulty or incorrect cable. It is your responsibility to ensure that you use the correct equipment for this purpose and that the cable you are using is fit for that purpose and compliant with the appropriate British and International Standards (including IEC 61851-1 and BS EN 62196-2 standards as amended from time to time).
- 3.2.2 You must pay for the **Services** in accordance with this **Contract**.

3.2.3 You must not:

- (a) tamper with the **Charge Post** in any way;
- (b) use the **Charge Post** for any purpose other than to charge your **Electric Vehicle**;
- (c) damage the **Charge Post**;
- (d) allow anybody else to use your **Customer Portal** (it being acknowledged that if you do allow a third party to use your **Customer Portal** then you shall be liable for that third party's actions or omissions as if they were your own).

3.2.4 We have the right to change the terms of this **Contract** at any time. We will use our best efforts to provide you with as much notice as possible of any material changes via the **Website**, by e-mail or via the **App**. If you are unhappy with the changes made to this **Contract** you may cancel your **Account** in accordance with paragraph 2.1.4.

4. PAYING US AND TOPPING UP YOUR ACCOUNT

PRE-PAYMENT CUSTOMERS

4.1 The amount that you will be charged each time you charge your **Electric Vehicle** at a **Charge Post** will depend on the amount of energy provided and/or the time that your **Electric Vehicle** was connected and the location of the **Charge Post**. The current prices for charging your **Electric Vehicle** can be found on the **Website** and on the **App**. The prices are shown per kWh and/or p/hour and are inclusive of VAT at the prevailing rate. Prices can change from time to time and will vary depending on the **Charge Post**. You will be able to monitor ongoing cost of the charge via the **App** and when you have finished charging your vehicle you will be able to review all your charges on the **Customer Portal**.

4.2 You will only be able to charge your **Electric Vehicle** at a **Charge Post** if your **Account** is in positive credit. If you have opted out of the **Auto Top Up** and your **Account** does not have enough credit to pay for the amount of charge you have used then:

- 4.2.1 your **Account** will be in debt. (Please ensure you have a minimum balance on your account of £10 at all times).
- 4.2.2 you will not be able to charge your vehicle at a **Charge Post** until you have topped up your **Account** manually in accordance with paragraph 4.3 such that your **Account** is in positive balance or have opted back into the **Auto Top Up** arrangements; and
- 4.2.3 we reserve the right to recover from you the amount which your **Account** is in debt.

4.3 You can top up your **Account** at any time via the **Customer Portal**.

4.4 Unless you have opted out of the **Auto Top Up** via your **Account** then, if the balance on your **Account** falls below £10.00 (ten pounds), we will automatically deduct £15 (fifteen pounds) from your payment card to top up the credit on your **Account** (the "**Auto Top Up**").

4.5 You can opt out of the **Auto Top Up** at any time via your **Account**. If you opt out of the **Auto Top Up**, you will be responsible for manually topping up your **Account**. You can also opt back into the **Auto Top Up** via your **Account** and if you opt back into the **Auto Top Up**, we will automatically top up your **Account** in accordance with paragraph 4.4.

4.6 You can request a refund of any credit on your **Account** and/or the closure of your **Account** at any time by notifying us by e-mail or telephone (please see our contact details at paragraph 1).

4.7 If your **Account** is dormant for a period of two years, we will cancel your **Account** and try to contact you using the personal details we hold to refund any credit that you have remaining on your **Account**. If we are unable to reach you within 6 weeks, we will refund the credit on your **Account** to our chosen charity.

PAY AT POST CUSTOMERS

- 4.8 The amount that you will be charged when charge your Electric Vehicle at a Charge Post will depend on the amount of energy provided and/or the time that your Electric Vehicle was connected and the location of the Charge Post. The current prices for charging your Electric Vehicle at the Charge Post, together with any minimum payment, will be provided via the Website. The prices are shown per kWh and/or p/hour and are inclusive of VAT at the prevailing rate. Prices can change from time to time and will vary depending on the Charge Post. You will be able to monitor ongoing state of the charge via the Website.
- 4.9 When you have finished charging your vehicle you will be able to review all your charges on the Website and arranged for a VAT receipt to be emailed to you if required.

VEHICLE TO GRID (V2G) CHARGING POSTS – NOT FOR GENERAL USE SEE CLAUSE 4.11

- 4.10 V2G is a two-way charging technology which means we will use some of your battery power to provide balancing services to the grid.
- 4.11 V2G charging posts are clearly marked and should not be used unless you are participating in 'e4futures trial' and have a Nissan Leaf 2016 30kWh battery or greater/ Nissan Leaf 2018 40kWh battery or greater or a Nissan eNV200.
- 4.12 Using the V2G charging post if you do not fulfil the criteria in Clause 4.11 may invalid your battery warranty.
- 4.13 To start using the V2G charging posts you must tell us by using the E.ON Drive app how full you want the battery and by what time this needs to be complete.
- 4.14 Whilst we will try to ensure the battery is ready for the time you have set in the E.ON Drive app we cannot guarantee this and will not be liable for any associated losses.

5. PERSONAL DATA

5.1 Processing your data

- 5.1.1 If you provide any personal data to us under this **Contract**, E.ON Energy Solutions Limited will be the 'data controller'. Our Data Protection Office can be contacted at: Newstead Court, Little Oak Drive, Annesley, Nottinghamshire, NG15 0DR.
- 5.1.2 We will process your personal data in line with our privacy notice, which we will amend from time to time. You can find it at eonenergy.com/privacy.

5.2 Your rights

- 5.2.1 You have a number of rights which relate to the access to and control of your personal data. These are also set out in our privacy notice.

6. COMPLAINTS

- 6.1 If you have a complaint about the service you have received, you can:
- 6.1.1 call us on 0330 202 4417 (Monday to Friday: 9.00am to 5.00pm); or
- 6.1.2 e-mail us at EONDriveUK@eonenergy.com; or
- 6.1.3 write to us at Customer Service Centre, E.ON, PO Box 7750, Nottingham NG1 6WR.
- 6.2 We train our customer care team to be able to resolve most issues straightaway. If they cannot do so, our resolution team will take over. We try to resolve complaints in two working days or less. If you're not satisfied with how we respond, you can ask us to review your case. We'll look into how we've handled it and decide if we should do anything differently.
- 6.3 If we haven't resolved your complaint after eight weeks, or if we've sent you a final resolution letter, also known as a deadlock letter, you can go to the Energy Ombudsman. This is a free and impartial service that resolves disputes between energy companies and customers.

6.4 You can get in touch with the Ombudsman by:

6.4.1 telephone on 0330 4401624; or

6.4.2 e-mail at osenquiries@os-energy.org.

6.5 To 'Know Your Rights' and to obtain free, independent, confidential and impartial advice on consumer issues visit www.citizensadvice.org.uk/energy. You can also call the Citizens Advice consumer helpline on 0345 404 0506 or fill in their energy query form. You can do any of this at any point during the complaints process.

6.6 If we change our complaints process, we'll tell you through your **Customer Portal**, and through our **Website**.

7. DEFINITIONS

Account means your E.ON Drive account registered for/accessed via the **Website** or **App**

App means the E.ON Drive App which is available from the Google Store or Apple App Store

Auto Top Up has the meaning given to it in paragraph 4.4

Charge Post(s) mean the physical units at which **Electric Vehicles** can be charged

Contract means these terms and conditions

Customer Portal means your online **Customer Portal** accessed via www.eondrive.co.uk/customer or through the **App**

Electric Vehicle(s) means a motor vehicle that uses electricity to power or assist in the propulsion of the motor vehicle and where the vehicle battery may be charged by plugging the vehicle into a dedicated **Charge Post**

Initial Registration Deposit means an initial deposit deducted from your bank account upon registration and notified to you prior to your completion of registration

Tag means the E.ON Drive **RFID** tag designed to be attached to a key ring and used to access the **Services** at a **Charge Post**

RFID means Radio Frequency Identification and refers to a small electronic circuit embedded in the **RFID Card** or **Tag** and used to communicate with the **Charge Post** in order to identify the driver and provide access to the **Services**

RFID Card means the credit card sized E.ON Drive RFID card used to access the **Services** at a **Charge Post**

RFID Card and Tag Fee means a fee payable by you for the **RFID Card** and **Tag** and notified to you prior to you requesting the **RFID Card** and **Tag**

Services means the provision of electricity to you via the **Charge Posts** and access to the **Customer Portal**

Website means www.eondrive.co.uk/map

2. Terms and Conditions for customers using the eoneypay.co.uk web page to pay directly for a single charging transaction