
Terms and Conditions

We are ENGIE EV Solutions Limited, a company registered in England with company number 07214557 whose registered office is at Q3 Office, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8EX. Our VAT registration number is 987 5042 80.

Through Our and third party charger networks, we provide Electrical Vehicle charging services to Our customers. Further information about the services We provide is available at evsolutions.engie.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 in Our Website 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: ENGIE EV Solutions Limited.

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: these 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 our Website or otherwise as indicated by signage on the Charger itself.

Charger Network: the GeniePoint Network and any third party charger networks.

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.

Auto top-up: the mechanism whereby You grant Us permission under a Recurring Payment Authority to top up your GeniePoint Account. This will top-up Your balance to £10 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.

GeniePoint Account: Your account will hold Your credit in the form of purchased units each with a monetary value of 10p. Any fees or charges incurred by You relating to the purchase of the Services will be deducted from Your GeniePoint Account balance. Any additional units purchased by You will be added to Your GeniePoint Account balance.

GeniePoint Card: the RFID card that You may elect to receive (subject to payment of any relevant fee by You to Us) in accordance with the Contract. The GeniePoint 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 Our GeniePoint Platform.

GeniePoint Platform: the cloud-based software platform developed and owned by Us used to manage and operate Chargers.

GeniePoint Network: the network of Chargers operated by Us using Our own back office and associated systems and third party hardware.

PAYG: Pay as You Go, the payment mechanism relating to the provision of the 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 PAYG credit (units) to Your GeniePoint Account.

Registration Process: the process by which You register online at Our Website to use Our Services. This involves the completion by You of the Registration Form and any other requirements as set out on Our 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 Registration Process through a welcome email.

Registration Form: the registration form You complete as part of the Registration Process.



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: Our website, available at www.geniepoint.co.uk 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. We supply the Services to You on the basis of these Terms and the Contract.
- 2.2. Please ensure that You read these Terms carefully before You apply to register with Us as a Customer.
- 2.3. The Contract becomes binding on You and Us when you have completed the Registration Process.
- 2.4. Your use of the Chargers in Our GeniePoint Network using a GeniePoint Card or via Our 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; or
 - (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 notify 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 the Contract is 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. Please see clause 14 for Our responsibilities should an Event Outside Our Control happen.



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- 4.3. We may have to suspend or amend the Services either altogether or in relation to specific Chargers in order to deal with technical problems. Wherever practical, We will publish details of any such suspension or amendments on Our 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 advise 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 (please 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. In order to use a Charger, You will be required to add credit (through the purchase of units) to Your GeniePoint Account.
- 5.4. The default method for adding credit is through an Auto top-up mechanism. When registering, You will be required to grant Us Recurring Payment Authority. You can do this by visiting Our Website and following the procedure to top-up Your GeniePoint Card with credit. The Auto top-up operates so that when Your GeniePoint Account falls below zero, We take a payment from Your debit/credit card in order to top-up Your account to £10.00.
- 5.5. We will send You an email notification within 48 hours each time You top up Your Account.
- 5.6. Should You decide to opt out of the Auto top-up mechanism and decide to use manual top-up, Your GeniePoint Account may move into negative credit if You fail to top-up. If Your GeniePoint Account is negative, You will not be able to charge Your car until You add more credit to Your GeniePoint Account.
- 5.7. You can view Your GeniePoint Account balance online by logging into Your GeniePoint Account page on Our Website.
- 5.8. We will send You an email notification when Your credit/debit card is within one month of its expiry date.
- 5.9. If You do not update Your credit/debit card details, Your GeniePoint Account may be suspended.



5.10. 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 GeniePoint Account and/or use of Your GeniePoint Card. You must keep Your Login Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them or Your GeniePoint 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 and are liable for all activities that occur under Your GeniePoint 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. GENIEPOINT Cards

- 6.1. You may elect to obtain a GeniePoint 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 GeniePoint 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 GeniePoint 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 GeniePoint Account. Furthermore, the card and Services can only be used in respect of any vehicles registered by You in relation to Your GeniePoint Card.
- 6.4. Once You have received Your GeniePoint Card, all risk of loss and or damage to it passes to You. If Your GeniePoint Card is lost, stolen or damaged, You can purchase a replacement by logging into Your GeniePoint Account. On receipt of the fee for the replacement card, We will send You a new card to Your registered address.
- 6.5. In the event of Your GeniePoint Card being lost or stolen, please notify Us as soon as practicable. Once notified, We can freeze Your GeniePoint 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 GeniePoint Card being faulty, please notify Us, return the card to Our address (please see clause 9) and, subject to confirmation of the fault, We will arrange for a replacement card to be sent to Your registered address at no cost.
- 6.7. You agree, warrant and undertake that You (or any other individuals registered with Us in connection with Your GeniePoint Account) shall not:
- (a) allow other individual(s) to use Your GeniePoint Card without Our prior written consent;
 - (b) use the GeniePoint 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 GeniePoint Card and/or any electrical equipment that connect to or forms part of or connects to the Charger;



- (d) to use the Services for any re-sale purpose; or,
- (e) act in any way that does or could damage or impact the operation of a Charger or another user of the Charger.

6.8. Please be aware that failure to comply with the terms of this clause 6.7 shall result in a breach of the Contract, and You may be liable for any resulting costs in connection therewith.

7. Tariffs and Payment

- 7.1. The tariffs 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.
- 7.2. Our tariffs are as shown on Our website evsolutions.engie.co.uk, and displayed at each Charger and/or otherwise communicated prior to the provision of the Services, as updated from time to time. These tariffs include VAT.
- 7.3. 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 GeniePoint Account information available online.
- 7.4. Please note that 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 7.2. 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.
- 7.5. Customers are requested to be considerate to other users and not block Chargers needlessly. In the event that following Your Use of a Charger, You leave Your car unconnected and/or blocking other customers from using a Charger, We shall be entitled to take action, including without prejudice to any other remedy available to us, applying Overstay Charges and terminating or suspending Your use of Your GeniePoint Card.

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. In such circumstances, We shall notify the relevant Charger provider of any material defects that we become aware of 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 by telephoning Our Customer Care team at 020 3598 4087, or by emailing Us at GenieSupport@engie.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 ENGIE EV Solutions Limited at Q3 Office, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8EX, or by email to GenieSupport@engie.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 privacy.uk@engie.com.

10. Your Rights to Cancel and Applicable Refund

- 10.1. You may cancel the Contract for the Services at any time with immediate effect by notifying Us via email at GenieSupport@engie.com. Your rights to cancel the Contract are consistent 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 within 14 days from the day of the Commencement Date, We will refund the cost of the GeniePoint Card (if applicable) as outlined in Clause 6.2 as well as any balance in Your GeniePoint Account.
- 10.3. If You cancel the Contract after 14 days from the Commencement Date, We will refund the balance of any payment made to Us which You have not used under deduction of a £5 administration fee from the balance of any unused credits.
- 10.4. 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 under deduction of a £5 administration fee.

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 not less than 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 breach the terms of 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 GeniePoint Account settings on Our Website, and at evsolutions.engie.co.uk - this privacy notice relates to personal information about You collected through the Registration Process and through Your use of the GeniePoint Network and 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, subject as aftermentioned, 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 Contract or Our negligence. Subject to the terms of clause 13.3, Our total aggregate liability howsoever arising under the Contract shall not exceed £1,000.
- 13.2. We have no liability to You for any indirect or consequential losses, loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3. Neither party will exclude or limit in any way its liability for:
- death or personal injury caused by negligence or the negligence of its employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation;
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 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
 - 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 the Contract 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 the Contract:
- (a) we will contact You as soon as reasonably practicable to notify You; and
 - (b) our obligations under the Contract 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 practicable 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 the Contract 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 the Contract.
- 15.2. You may only transfer Your rights or Your obligations under the Contract 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 the Contract 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 and the Contract are governed by English Law. You and We both agree to submit to the exclusive jurisdiction of the English courts.

