

## Guest Access Terms and Conditions for a single charging session

Please note that these terms and conditions apply to You when You are using a Charger for a single charging session only.

We are EQUANS 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.

We provide electrical vehicle charging services to Our Customers through Our and third-party charger networks. Further information about the services We provide is available at <https://www.equans.co.uk/ev-solutions>

The provision of Our Services is made subject to the terms and conditions set out below.

**By ticking the checkbox on the Charging as a guest page on Our Website or Mobile App 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 Guest Access Process.**

### 1. Terminology Explained

**We, Our or Us:** EQUANS EV Solutions Limited.

**You, Your or the Customer:** the customer who is using the Charger for a single charging session only and has completed the Guest Access Process.

**Terms:** these terms and conditions constitute the terms and conditions of the contract between You and Us and set out the basis in which We will provide Guest Access for You to use the Charger.

**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 Mobile App or otherwise as indicated by signage on the Charger itself.

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

**Charging Session:** using the Charger for a single charging session only.

**Charging Session Date:** the date upon which You use a Charger for a single charging session.

**Contract:** collectively, Your completion of the Guest Access Process, these Terms, any user guides and/or regulations supplied to You and any other document referred to in these Terms.

**Data Protection Act:** the Data Protection Act 2018 (as amended) and any other relevant legislation.

**Event Outside Our Control:** is defined in clause 10.

**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 5.

**Guest Access:** when You use a Charger for a single Charging Session only through the Guest Access Process.

**Guest Access Process:** the process by which You access the Charger Network via Our Website or Mobile App to use Our Services. This involves providing Your email address to enable delivery of the Charging Session receipt, Your payment card details to pay for the Charging Session and any other requirements as set out on Our Website and Mobile App.

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

**Mobile App:** a GeniePoint smartphone app that enables access and other services on the GeniePoint Network

**Personal Data:** shall have the meaning set out in the Data Protection Act.

**Services:** the services to be provided to You by Us under these Terms to deliver a single charging session.

**Website:** Our website that enables Guest Access to the Charger Network and other services available at [geniepoint.co.uk](https://geniepoint.co.uk)

**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 complete the Guest Access Process.

2.3 The Contract becomes binding on You and Us when you have completed the Guest Access Process.

2.4 You represent and warrant that the information that You provide to Us during the Guest Access Process is true and accurate.

## 3. Providing Services

3.1. We will supply the Services to You for a single Charging Session only in accordance with the terms of the Contract.

3.2. 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 10 for Our responsibilities should an Event Outside Our Control happen.

3.3. 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 Mobile App.

## 4. Customer Access Process and Payment

4.1. You will be required to complete the Guest Access 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 8 below, and communicated via Our [Privacy Notice](#)) which complies with the requirements of the Data Protection Act.

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

[equans.co.uk/ev-solutions](https://equans.co.uk/ev-solutions)

**EQUANS EV Solutions Limited, Q3 Office Quorum Business Park, Benton Lane, Newcastle Upon Tyne, NE12 8EX  
Tel: +44 (0) 203 598 4087 Company Registration No. 7214557**

- (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 Visa, MasterCard, Maestro, Solo and American Express; and
- (d) All credit/debit card payments are subject to authorisation by Your credit/debit card issuer.

4.3 You agree, warrant and undertake that You shall not:

- (a) use the 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 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.

4.4. Please be aware that failure to comply with the terms of this clause 4.3 shall result in a breach of the Contract, and You may be liable for any resulting costs in connection therewith.

## **5. Tariffs and Payment**

5.1. 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.

5.2. Our tariffs (including Overstay Charges) are as shown on Our Website and Mobile App, 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.

5.3. On completion of a successful Charging Session, You will receive an email notification of the charging event setting out the Charging Session Date, time of the charge, electricity consumed and cost to You of the Charging Session.

5.4. 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 5.2. An Overstay Charge will be levied if the Customer remains connected to the Charger in excess of the specified overstay period and thereafter for subsequent overstay periods.

5.5. Customers are requested to be considerate to other Charger users and not block Chargers beyond their own active use of the Chargers during a Charging Session. 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.

5.6 Before charging Your electric vehicle, a pre-authorisation reserve amount may be held by Us from Your payment card account submitted as part of the Guest Access Process until the total fee payable for the Charging Session (including any applicable Overstay Charges) is debited from Your payment card account following completion of the Charging Session. The current reserve amount can be found on our Website and Mobile App. If the reserve amount is declined due to insufficient funds or any other reason, then You will not be able to continue the Charging Session. The amount charged to Your payment card account will be calculated based on the tariff appropriate for the individual Charger and amount of electricity You used

during the Charging Session, as well as any applicable Overstay Charges and other additional fees.

## **6. If there is a Problem with the Services**

- 6.1. 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 7).
- 6.2. 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.
- 6.3. 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 those legal rights.

## **7. How to Contact Us**

- 7.1. 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@equans.com](mailto:GenieSupport@equans.com).
- 7.2. If You wish to contact Us in writing, You can send any correspondence to Us by hand or by pre-paid post to EQUANS EV Solutions Limited at Q3 Office, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE128EX, or by email to [GenieSupport@equans.com](mailto:GenieSupport@equans.com). We will confirm receipt of this by contacting You in writing by email, by hand, or by pre-paid post to the address that You provided to Us when you made contact.
- 7.3 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@equans.com](mailto:privacy.uk@equans.com).

## **8. Use of Your Information**

- 8.1. 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 Our Website and Mobile App and at <https://www.equans.co.uk/ev-solutions>, - this privacy notice relates to personal information about You collected through the Guest Access Process and through Your use of the Charger 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 7.3.
- 8.2. 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.
- 8.3. 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.

## **9. Our Liability to You**

- 9.1. If We fail to comply with these Terms, We are, subject to the limitations set out below, responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our gross 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 10.1 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 9.3, Our total aggregate liability howsoever arising under the Contract shall not exceed £1,000.

9.2. 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.

9.3. Neither party will exclude or limit in any way its liability for:

- (a) death or personal injury caused by negligence or the negligence of its 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); or,
- (e) defective products under the Consumer Protection Act 1987.

## **10. Events Outside our Control**

10.1. 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.

10.2. 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 failure or interruption to power supply.

10.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under the Contract:

- (a) We will update Our Website and Mobile App with the details of the applicable Event Outside Our Control as soon as reasonably practical; 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.

## **11. Other Important Terms**

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

11.2. 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.

11.3. 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.

11.4. 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.

11.5.