

**E.ON GENERAL TERMS AND CONDITIONS FOR
INSTALLATION OF AN EV HOME CHARGER AND USE BY DRIVERS OF THE E.ON DRIVE PUBLIC NETWORK**

This document contains terms and conditions for the following:

- 1. Installation of an EV Home Charger**
- 2. Use of the E.ON Drive public network for customers who register for an E.ON Drive Account**

TERMS AND CONDITIONS FOR EV CHARGING SERVICES: INSTALLATION OF AN EV HOME CHARGER AND USE BY DRIVERS OF ON ROAD ELECTRIC VEHICLE CHARGE POSTS V.1 AUGUST 2019

Part A: Introduction

These terms and conditions relate to the Installation of a home charger and Your use of our Electric Vehicle charge posts on our public network. Please read the following important terms and conditions before You sign up to use the Services or use the E.ON Drive Customer Portal and check that You agree to these terms and conditions.

Part B: Definitions

Where We use the terms below in the Contract, this is what We mean:

"Account" means Your E.ON Drive Account registered via the Website or App

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

"Auto Top Up" means the amount automatically taken from Your debit/credit card to top up Your Account when using it on our public chargers

"Cancellation Form" means the form set out in Schedule 1 of these Terms and Conditions

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

"Contract" means these Terms and Conditions and the Quote between You and Us for the Installation of Your EV Home Charger and use of the Services

"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

"EV Home Charger" means the Electric Vehicle Home Charger and all associated equipment which We propose to install at Your Home, and described in more detail in Your Quote

"Home" means Your domestic property, the address of which is set out in Your Quote

"Installation" means the work to install, test and commission the EV Home Charger at Your Home

"OLEV EHVS Grant" means the Office for Low Emission Vehicles Electric Vehicle Home Charge grant scheme

"Price" means the amount set out in Your Quote which You must pay Us for Your EV Home Charger and for performing Our obligations under the Contract

"Quote" means the document entitled "Your E.ON Drive EV Home Charging Quote", which sets out the proposed EV Home Charger to be installed at Your Home which was sent to You as part of the Quote pack

"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

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"Standard Installation" means fitting of the EV Home Charger on a brick or plaster wall, or to another suitable permanent structure with a cable run back to the consumer unit of under 15 meters

"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

"Terms and Conditions" means these Terms and Conditions, as may be updated by Us from time to time

"Waiver Form" means the form that You must complete to confirm that You waive the cooling off period for the Contract

"We" / "Us" / "Our" / "Ours" means E.ON Energy Solutions Limited (Company Number 03407430) with registered office, Westwood Way, Westwood Business Park, Coventry, CV4 8LG, E.ON Energy Installation Services Limited (Company Number 09965944) with registered office, Westwood Way, Westwood Business Park, Coventry, CV4 8LG and companies within the E.ON UK plc group

"Website" means www.eondrive.co.uk/registerathome

"You" / "Your" / "Yourself" means the person or people who have entered into this Contract with Us.

Part B: How this Contract works

- 1.1 The Contract is between You and Us. It is made up of (i) Your Quote and (ii) these Terms and Conditions (including the schedule), which You will receive together. It is important for You to read the Contract carefully so that You understand exactly how it works.
- 1.2 This Contract sets out:
 - 1.2.1 Your legal rights and responsibilities;
 - 1.2.2 our legal rights and responsibilities; and
 - 1.2.3 certain key information required by law.
- 1.3 Part C (Electric Vehicle Home Charging Post Installation) of the Contract shall be performed by E.ON Energy Installation Services Limited and Part D (On Road Pre-Payment) of the Contract shall be performed by E.ON Energy Solutions Limited (as amended from time to time).

Part C: Electric Vehicle Home Charging Post Installation

2. OLEV EVHS Grant

- 2.1 We are accredited by the Office for Low Emission Vehicles (OLEV) to access the Electric Vehicle Home Charge Scheme (EVHS) funding. The grant subsidises the cost of installing a residential EV Home Charger for the owners/primary users of Electric Vehicles. The grant allows Us to reclaim up to £500 towards the cost of installing an EV Home Charger on behalf of eligible customers. To be eligible for the grant You must meet the eligibility criteria set by OLEV. Full details of the OLEV EVHS grant can be found at <https://www.gov.uk/government/publications/electric-vehicle-homecharge-scheme-guidance-for-customers-version-22>
- 2.2 By accepting an OLEV grant funded EV Home Charger Installation, You confirm that You have read, agree with and comply with all of the conditions of the EVHS Scheme.
- 2.3 It is Your responsibility to inform Us of any changes to Your OLEV EVHS grant eligibility prior to the day of Installation. As detailed in the terms and conditions of the OLEV EVHS grant, OLEV reserves the right to take whatever action it deems necessary in order to claim the funding back from the customer, where a customer has failed to inform an Installer of any such change.

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2.4 If You are claiming the OLEV EVHS grant, You agree to complete and sign OLEV EVHS grant claim form Part A and return this to Us, along with evidence of Your eligible vehicle, before Your Installation date and then sign Part B on the day of Installation once Your Home Charger has been installed

2.5 You agree for Us to pass Your details on to OLEV to apply for the EVHS grant on Your behalf.

3. What We need You to do before We install Your EV Home Charger

3.1 Standard Installation is assumed within Your Quote unless otherwise stated. We estimate that the majority of customers will qualify for Standard Installation but this is subject to a check ahead of Us booking Your Installation. This is detailed in 8.3 below.

3.2 Standard Home Charger Installation includes fitting of the EV Home Charger on a brick or plaster wall, or to another suitable permanent structure with a cable run back to the consumer unit of under 15 meters. Cables will be fixed flush to the wall at a height of under 1.8m. The cable can be routed through a drilled hole in a wall up to 500mm thick, if this is needed. An earth rod will be installed in soft ground, where required. We will not run cables behind walls, through joists, under tiles/carpets/floorboards unless this is specifically referred to in the Quote. We will not install cables in trenches or aerially unless referred to in the Quote.

3.3 We will ask You to complete and return an Installation survey giving Us details about Your Home which will help Us to determine if Your Installation is a Standard Installation. If We identify anything from Your Installation survey that may indicate Your Installation does not fit with Standard Installation then We will contact You to discuss this and may provide a new Quote, depending on the nature of the additional works required. If a new Quote is issued this will refer to the additional works and if You accept will replace the existing Contract. If You do not accept the replacement Quote, we may cancel the Contract. Under these circumstances, We will issue You with a full refund for the Price paid.

3.4 We can only complete Your Installation if the electrical capacity (main fuse) of Your Home can support the additional electrical demands of Your EV Home Charger. We will take steps to determine that You have the additional capacity ahead of Your Installation and We need to apply to Your Distribution Network Operator (DNO) as part of this. By signing this Contract, You authorize E.ON to make this application to Your DNO.

3.5 If the capacity of the main fuse in Your property is not sufficient then we may have to delay Your Installation until Your main fuse and/or electricity supply is upgraded by Your DNO (this could incur additional costs). If it is not possible to upgrade Your main fuse and/or electricity supply or You do not want to do this then We may cancel the Contract.

3.6 Before We carry out the Installation, You must satisfy the following conditions (unless We tell You otherwise) (the "Installation Requirements"):

3.6.1 The cooling off period has ended and You haven't cancelled the Contract or You have sent Us a completed Waiver Form (and We have received it).

3.6.2 You have a broadband connection at Your Home to which We can connect Your EV Home Charger to enable communications with the EV Home Charger.

3.6.3 You have completed any actions that We have specified in the Quote that You must carry out.

3.6.4 You must also obtain all consents and permissions by the date on which We complete the Installation to allow Us to carry out the Installation and to keep Your EV Home Charger installed at Your Home. These consents and permissions may include planning permissions, landlord consents and mortgagor consents. If We ask You, You must promptly provide Us with proof that You have obtained them.

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4. Arranging a date for the Installation

- 4.1 Once we have received and reviewed Your signed Quote and Terms and Conditions, Installation survey form and OLEV grant claim form or signed replacement Quote if applicable, and You have made full payment Our team will contact You to arrange a date on which We can begin the Installation (the "Installation Date").
- 4.2 We will not book an Installation date until payment is made in full. If payment is not made within 30 days of Us first contacting You to take payment and book the Installation, we may cancel the Contract.
- 4.3 Once Your Installation Date is arranged, We will send You a link to our E.ON Drive smart charging registration page. In order for Your EV Home Charger to work properly You must register for an E.ON Drive Account (please see further details in paragraph 10). This Account can be used for Home Charging and for access to E.ON Drive's public network. You will not be required to credit Your Account for use with Your Home Charger but to use E.ON Drive's public network You must credit Your Account.
- 4.4 If You want to re-arrange the Installation Date, You must give Us at least 24 hours' notice. If You give Us less than 24 hours' notice, You must pay Us the costs We have incurred as a result. If You re-arrange the Installation Date more than twice, We may cancel the Contract.
- 4.5 We may re-arrange the Installation Date if We believe that, on the day, the weather or the occurrence of an event or circumstances at or near Your Home (and which is outside Our reasonable control) means that We cannot carry out the Installation safely. We will try to give You as much advance notice as possible.

5. Installing Your EV Home Charger

- 5.1 The Installation of Your EV Home Charger will, typically, take two to three hours.
- 5.2 In some instances We may identify unexpected extra works when Our installer attends Your Home that have not been identified from the Installation survey. If this occurs, then We will discuss this with You and if necessary We will reschedule an Installation date once the additional works are complete or our quotation for the work has been accepted. An example of additional costs that may be incurred is if Your EV Home Charger Installation does not meet our Standard Installation terms and this could not have been reasonable foreseen by Us and/or has not been Quoted for in Your Quote.
- 5.3 We can only complete Your Installation if the electrical capacity (main fuse) of Your Home can support the additional electrical demands of Your EV Home charger. We will take steps to determine that You have the additional capacity ahead of Your Installation Date but if on the day of Installation, the installer identifies that the capacity is not sufficient then we may have to delay Your Installation until Your main fuse is upgraded by Your electricity supplier and/or Distribution Network Operator (DNO). If it is not possible to upgrade Your main fuse then We may cancel the Contract.

Hazards during the Installation and protection against these Hazards

- 5.4 During the Installation a number of new hazards and risks such as tools and cables will be introduced to Your Home. We want to keep You, Your family, visitors and Our personnel as safe as possible so please try to avoid the work areas and take care when entering. Please also ensure You follow any instructions the technicians/contractors give You at all times. By signing these terms and conditions You confirm that You understand and are aware of what You need to do regarding the Hazards associated with the Installation.

What We need You to do during the Installation

- 5.5 In order for Us to carry out the Installation:

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- 5.5.1 You, or a responsible person who is over 18 years old and authorised by You, must be at the Home at all times (unless We agree with You otherwise).
- 5.5.2 You must take reasonable steps to ensure the health and safety of Our personnel, contractors and sub-contractors whilst they are working Your Home.
- 5.6 If We discover an environmental issue or condition Your Home (such as the existence of asbestos), We will tell You immediately and stop the Installation. You will be responsible for rectifying the issue or condition. Once rectified, We will continue with the Installation. If You do not rectify the issue or condition within 3 months of Us telling You, We may cancel the Contract or provide You with a replacement Quote (which, if You accept, will replace the existing Quote).
- 5.7 You will be responsible for any parts and materials that are delivered to the Home. If We leave any tools or equipment with You (with Your agreement) and You damage, tamper or lose them (or fail to prevent their damage or loss), We may charge You for Our costs in repairing and/or replacing them.
- 5.7.1 You agree to give Us (and Our representatives and sub-contractors) safe, full, free and unrestricted access to Your Home including access to electricity, broadband, earthing and other relevant services at Your Home that We need to carry out the Installation.

Our Responsibilities During the Installation

- 5.8 In carrying out the Installation:
 - 5.8.1 We will observe all health and safety regulations.
 - 5.8.2 We will use reasonable care and skill.
- 5.9 We will:
 - 5.9.1 take reasonable care to avoid disrupting Your Home;
 - 5.9.2 remove all waste material relating to the work We have carried out; and
 - 5.9.3 clean up to a reasonable standard, but We will not repaint or redecorate any surfaces affected by Our work and We will not accept responsibility for damage to carpets or other floor coverings, unless We have been negligent.
- 5.10 We will use materials that are of satisfactory quality.
- 5.11 We will ensure that Your EV Home Charger complies with all regulations and standards current at the time.
- 5.12 We will use Our reasonable efforts to ensure that the equipment that We install at Your Home as part of Your EV Home Charger corresponds with the equipment set out in Your Quote. However, We cannot guarantee that the equipment will be available when carrying out the Installation. If any equipment is unavailable, We will install substitute equipment which is of a similar or better specification to the unavailable equipment.

6. Completion of the Installation

- 6.1 We will let You know once the Installation is complete. Once the Installation has been completed:
 - 6.1.1 You will become owners of and be responsible for Your EV Home Charger; and
 - 6.1.2 You will benefit from the warranty for Your EV Home Charger as specified in Your Quote. This warranty will be for Your benefit and subsequent owners of Your Home and will be valid for the period set out in

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the Quote. The warranty has its own terms and conditions that You must comply with and We recommend that You read them carefully to understand Your rights and obligations under them. If You do not understand and want to talk to Us about these, please contact Our EV Home Charger Support Team by email at home.eondriveuk@eonenergy.com or by telephone on 0345 366 5981. Other than the Home Charger warranty, all other warranties (including fitness for purpose) are implied by law or otherwise are excluded to the fullest extent permitted by law.

6.2 We will provide You with (or arrange the provision to You of):

6.2.1 A copy of the product warranty which You benefit from within 7 days of Installation of Your EV Home Charger;

6.2.2 Copies of all certificates, user manuals, guides, instructions, drawings and other documentation relating to Your EV Home Charger within 15 working days of the Installation of Your EV Home Charger;

6.2.3 A hard copy of the user manual Your EV Home Charger will be supplied by the installer immediately following Installation of Your EV Home Charger.

7. Following Installation

7.1 You will only use the EV Home Charger for the purpose it is intended and in accordance with the instructions provided

7.2 If Your EV Home Charger has been installed using a broadband connection, You must maintain a broadband connection at Your Home and keep Your EV Home Charger connected to it to enable communications with the EV Home Charger and keep its Smart functionality.

7.3 You must allow Us, Our personnel and contractors to access Your Home at reasonable times where We ask You in order to inspect Your EV Home Charger, to carry out any of Our responsibilities or exercise any of Our rights under the Contract. For example, if You or We identify that Your EV Home Charger is no longer communicating via the broadband connection or we remotely identify an issue, We may need to inspect the charger to determine the reason for this. We would make all arrangements to inspect Your EV Home Charger with You in advance of visiting Your Home.

8. What happens if we can't go ahead with Your Installation

8.1 Neither You nor We will be legally responsible to the other for any failure or delay to perform its obligations under this Contract if such a failure or delay is due to extreme bad weather or the occurrence of an event or circumstances at or near Your Home (and which is outside of Our reasonable control) that means We cannot carry out the Installation safely.

8.2 If extreme bad weather or the occurrence of an event or circumstances at or near Your Home (and which is outside of Our reasonable control) affects Yours or Our ability to carry out its obligations under the Contract for a continuous period of 1 month then the non-affected person may cancel the Contract.

8.3 If the Contract has been cancelled due to the reasons detailed in 13.2 prior to Installation We will promptly refund all payments made to Us.

8.4 If the Contract has been cancelled due to the reasons detailed in 13.2 after We have started Installation, We will remove the EV Home Charger from Your Home and return Your Home to a reasonable standard at no cost to You.

9. If You are moving Home

9.1 If You are going to move out of Your Home before Your scheduled Installation date You can cancel Your Contract on the same terms as detailed in Section 2.

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- 9.2 If You move out of Your Home following Installation of Your EV Home Charger, You must tell Us so We can ensure Your EV Home Charger will work for the next occupant. To do this, please contact Our EV Home Charger Team by email at home.eondriveuk@eonenergy.com or by telephone on 0345 366 5981. We will also provide You with these details in Your handover pack provided following Installation as detailed in paragraph 6.2.

Part D: On Road Pre-Payment

10. ABOUT THE SERVICES

PRE-PAYMENT SERVICES USED BY DRIVERS OF ON ROAD ELECTRIC VEHICLE CHARGE POSTS

- 10.1 In order to create an Account You must provide Us with Your mobile telephone number and e-mail address. You will also need to create a memorable password. You will need this password to access Your Account via the Customer Portal, to log in to the App and to use the Services.
- 10.2 Once You have registered and You have chosen to use our public network, You must ensure Your Account is in positive credit. You can do this by visiting Your Account and topping up Your balance. You will be able to charge Your Electric Vehicle at the Charge Posts by using the App (see paragraph 12) or by using an RFID Card and/or Tag (see paragraph 13).
- 10.3 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 17) or until Your Account becomes dormant for more than two years. We will not charge You a fee to cancel Your Account. If You cancel Your Account We will refund any credit in Your Account to You.

11. PAYING US AND TOPPING UP YOUR ACCOUNT - PRE-PAYMENT CUSTOMERS

- 11.1 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 Electric Vehicle You will be able to review all Your charges on the Customer Portal.
- 11.2 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:
- 11.2.1 Your Account will be in debt. (Please ensure You have a minimum balance on Your Account of £10 at all times).
- 11.2.2 You will not be able to charge Your Electric Vehicle at a Charge Post until You have topped up Your Account manually in accordance with paragraph 11 such that Your Account is in positive balance or have opted back into the Auto Top Up arrangements; and
- 11.2.3 We reserve the right to recover from You the amount which Your Account is in debt.
- 11.3 You can top up Your Account at any time via the Customer Portal.
- 11.4 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).
- 11.5 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.

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12. Accessing the Services with the App

- 12.1 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.
- 12.2 In using the App You agree:
 - 12.2.1 not to copy, decode, reverse engineer, disassemble, decompile or otherwise translate or convert the App;
 - 12.2.2 not to infringe or copy the code or content or the design of the App;
 - 12.2.3 not to use the App for any purpose other than to receive the Services;
 - 12.2.4 not to observe, study or test the functioning of the App (or any part of it), but only so far as the same cannot be restricted by law;
 - 12.2.5 not to distribute, rent, assign, sub-licence, lease, resell, distribute or otherwise deal in or encumber the App;
 - 12.2.6 not to remove or modify any trade mark, copyright notice or other proprietary marking or notices on the App;
 - 12.2.7 not to use the App, or permit it to be used, on behalf of any third party;
 - 12.2.8 not to attempt to circumvent or interfere with any security features of the App;
 - 12.2.9 not to use the App in any way that breaches any applicable law or regulation;
 - 12.2.10 not to upload material to the App that might reasonably be considered likely to upset other users, including (but not limited to) the following: libellous or defamatory comments; anything which discriminates against race, sex, religion, nationality, disability, age or sexual orientation; personal insults about another user; content containing profanities; or harassing, obscene, indecent or offensive language;
 - 12.2.11 not to submit or make a statement which You know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;
 - 12.2.12 not to make any reference to any ongoing or pending criminal trial anywhere in the world, or advocate, promote or incite any third party to commit, or assist any unlawful or criminal act;
 - 12.2.13 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;
 - 12.2.14 not to impersonate another user, misrepresent Your identity or misrepresent Your affiliation with any other person;
 - 12.2.15 not to submit any content on the App which infringes the intellectual property rights of any third party or that may constitute a criminal offence or give rise to civil liability or that otherwise violates any national or international law or regulation; and
 - 12.2.16 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.

13. Accessing the Services with an RFID Card or Tag

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- 13.1 If You have an EV Home Charger with an RFID access method, You can use this to access Our Services and will not require a new one.
- 13.2 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.
- 13.3 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 automatically deducted from Your payment card, if You request the RFID Card and Tag via the Customer Portal and there is a fee
- 13.4 You will need to follow the instructions on the Charge Posts on how to use an RFID Card or Tag.
- 13.5 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.

14. Returning Your RFID Card and Tag

- 14.1 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.
 - 14.2 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.
 - 14.3 If You change Your mind after the cooling off period, You will not receive a refund.
 - 14.4 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:
 - 14.4.1 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
 - 14.4.2 send You a replacement RFID Card and/or Tag if the fault occurs within 6 months of You receiving them.
 - 14.5 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.
 - 14.6 The provisions of this paragraph 2.4 apply to any RFID Card and Tag supplied by Us to You.
- 15. Our responsibilities**
- 15.1 We will use our best efforts to ensure that the Services are available at all times but we cannot guarantee this and whilst We will use our best efforts to ensure that the Services are available at all times, We will not be liable to You for any unavailability of the Services.
 - 15.2 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.

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- 15.3 Where the Services are unavailable, for example, for maintenance purposes or due to circumstances beyond our control, We will use our best efforts to get the Services running again as soon as possible.
- 15.4 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.
- 15.5 We will ensure that any RFID Card and Tag that we send to You comply with Your legal rights (being that they 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 14.4.
- 15.6 We will aim to keep the App and the Website up to date with availability of Charge Post.
- 15.7 We reserve the right to suspend Your Account and cancel Your right to receive the Services if we have reason to believe that:
 - 15.7.1 You have failed comply with Your responsibilities under this Contract;
 - 15.7.2 You have breached a term of this Contract;
 - 15.7.3 You have misused the Account, Customer Portal or Services; or
 - 15.7.4 if You owe money to Us.

16. Your responsibilities

- 16.1 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 Electric 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).
- 16.2 You must pay for the Services in accordance with this Contract.
- 16.3 You must not:
 - 16.3.1 tamper with the Charge Post in any way;
 - 16.3.2 use the Charge Post for any purpose other than to charge Your Electric Vehicle;
 - 16.3.3 damage the Charge Post;
 - 16.3.4 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).

Part E: General Terms

17. Contact details

- 17.1 If You do not understand any of the Contract or have any questions in relation to Your EV Home Charger, Account or the Services and want to talk to Us about it, or if You would like this Contract in another format (for example: audio, large print, braille), please contact

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- 17.1.1 for EV Home Charger application or Installation: e-mail home.eondriveuk@eonenergy.com or telephone on 0345 366 5981 (Monday to Friday: 9am to 5.00pm); and
- 17.1.2 for support in using Your EV Home Charger or questions in relation to using the E.ON Drive public network: e-mail EONDriveUK@eonenergy.com or telephone 0330 202 4417 (Monday to Friday: 9am to 5.00pm).
- 17.2 Alternatively You can write to Us at: E.ON Energy Solutions Limited, Westwood Way, Westwood Business Park, Coventry, CV4 8LG
- 17.3 We may record calls for quality and training purposes.

18. Your right to cancel the Contract

- 18.1 You may cancel the Contract within 14 days from the start date of Your Contract if You change Your mind (the “cooling off period”). To cancel, You must tell Us within the cooling off period in writing, either by e-mail or by sending Us a completed cancellation form as set out in schedule 1. You can find Our contact details in the paragraph 17 above.
- 18.2 If You decide that You want Us to begin the Installation before the end of the cooling off period, You must tell Us by sending Us a completed Waiver Form, which we can send on request.
- 18.3 If You send Us a completed Waiver Form and then later decide to cancel the Contract within the cooling off period, You can do so, but the following will apply:

If We have not begun the Installation before You tell Us You want to cancel the Contract	<p>You can cancel Your Contract and receive a full refund up to 72 hours before Your scheduled Installation date; Cancellation within 72 hours of Your Installation date will incur a £200 charge to cover Our committed costs.</p> <p>We will reimburse You for any payments that You have already made to Us. Refunds will be made within 14 days of You telling Us You want to cancel and will be made by the same means that payment was received from You unless You and We agree otherwise.</p>
If We have begun the Installation before You tell Us You want to cancel the Contract, but We have not completed the Installation	We will remove all parts of the EV Home Charger that were installed at the time of cancellation and You must pay Us for the costs We have incurred, including the costs of removal.
If We have completed the Installation before You tell Us You want to cancel the Contract	You will lose the right to cancel the Contract and it will continue in effect.

19. Our right to cancel the Contract

- 19.1 In addition to the rights We have to cancel the Contract as set out elsewhere in these Terms and Conditions. We may also immediately cancel the Contract if We are unable to complete the Installation:
- 19.1.1 for any reason that will affect our ability to complete the Installation (e.g. health and safety, structural or technical reasons connected with Your Home) which has not been caused by Our neglect or default and You have not resolved the issue within 30 days of Us telling You about it; or
- 19.1.2 for the occurrence of an event or circumstance which prevents completion of the Installation which could not have been reasonably foreseen by Us and You have not resolved the issue within 30 days of Us telling You about it.

20. Cancellation by You or Us

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- 20.1 In addition to the rights You or Us have to cancel the Contract as set out elsewhere in these Terms and Conditions, Either You or Us (as the person cancelling) may cancel the Contract immediately, if either party does not comply with the Contract and (i) the non-compliant person has been informed about its non-compliance and (ii) after being informed, continues to not comply for a period of 30 days.

21. Consequences of expiry or cancellation

- 21.1 If You have cancelled the Contract because We have varied the Contract or as a result of any neglect or default by Us, then:
- 21.1.1 If we have completed the Installation of the Home charger, We will remove the EV Home Charger from Your Home and return Your Home to a reasonable standard at no cost to You and We will refund any payments made by You
- 21.1.2 If we have not completed the Installation of the Home charger, We will refund any payments made by You
- 21.2 If We have cancelled the Contract as a result of anything You have done or not done then:
- 21.2.1 We may charge You for the costs We have incurred up until the cancellation of the Contract (as well as costs for removing the EV Home Charger, where applicable and returning Your Home to a reasonable standard).
- 21.3 Ending Your Contract will not affect any guarantees and warranties provided in relation to Your EV Home Charger, any rights and responsibilities that You or We had before the Contract ended, or which are due to come into force under the Contract or to continue after the date it ended.

22. Limits on Our Responsibility to You

- 22.1 Nothing in the Contract removes or limits our legal responsibility to You for death or personal injury caused by Our negligence. We also accept full legal responsibility if We act in a fraudulent way. This Contract does not affect any rights You have by law.
- 22.2 Except for Our legal responsibility for death or personal injury, as set out above, We are not legally responsible under this Contract for:
- 22.2.1 any losses that are not Our fault, or that We could not have reasonably expected when We entered into this Contract;
- 22.2.2 any financial losses (for example, wasted expenses or loss of profit, income, opportunity, contract or goodwill);
- 22.2.3 any loss You incur as a result of Your use of an incorrect or inadequate cable (having regard to paragraph 16.1); or
- 22.2.4 business losses including loss of business, revenue, profit, or savings that You expected to make
- 22.3 If We are legally responsible to You for any loss or damage Our legal responsibility to You will be limited to:
- 22.3.1 £100,000 in relation to the Installation of the EV Home Charger; and
- 22.3.2 £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 (whichever is greater) in relation to the Services.

23. About Us

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23.1 We may transfer Our rights and/or obligations under the Contract to another company. If We organise for another company to perform some of Our obligations for Us, this will not affect Our responsibility to You under the Contract. We'll share Your personal data with the company so that they can carry on supplying the Services to You.

24. Advice and Complaints

24.1 If We fail to deliver the standard of Service You expect, You can contact Us so that We can put it right. You can find their contact details in the paragraph 17.

24.2 We train Our Support Teams to be able to sort most things out straight away. If they can't, 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.

24.3 If We change Our complaints process, We will tell You through Our website www.eonenergy.com and we'll tell You through Your Customer Portal.

24.4 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, to say there's no more we can do, You can go to the Energy Ombudsman. This is a free and impartial service that resolves disputes between energy companies and customers.

24.5 You can get in touch with the Ombudsman by:

24.5.1 telephone on 0330 4401624; or

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

24.6 What they decide is legally binding for Us, but not for You.

24.7 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.

25. Personal Data

Processing Your data

25.1 If You provide any personal data to Us under this Contract, E.ON UK Plc will be the 'data controller'. Our Data Protection Office can be contacted at Newstead Court, Little Oak Drive, Annesley, Nottinghamshire, NG15 0DR. We will process Your personal data in accordance with Our privacy notice, as amended from time to time, which can be found at www.eonenergy.com/privacy or by contacting Us to request a paper copy. Our privacy notice sets out:

- Where We might get data about You from;
- Why We need it;
- What We might do with the data (including who We might share it with);
- The circumstances in which Your data might be transferred abroad; and
- How long We keep it for.

Your rights

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25.2 You have a number of rights relating to the access to, and control of Your data. These are also set out in Our privacy notice.

26. How We'll contact You

26.1 If You've given Us an email address or mobile telephone number We may email or text You to manage Your Account or to provide You with useful information. We may also send You messages by social media if You've provided Us with these details.

26.2 If You change Your email address, social media Account or mobile phone number You will need to let Us know straight away to make sure You still receive messages from Us.

27. General

27.1 If there is any conflict between the Terms and Conditions and Your Quote, these Terms and Conditions will take priority.

27.2 If a court decides that one or more of the terms in this Contract is not valid, the other terms still apply.

27.3 By registering for an Account and by using the Services, You are agreeing to do so in accordance with this Contract.

27.4 This Contract sets out the entire agreement between Us and You in relation to Installation of the EV Home Charger and the provision of the Services.

27.5 If the Contract names more than one person, You'll all be responsible – as individuals and together – for Your obligations under the Contract.

27.6 The Contract will start from the date We receive Your signed and dated Quote.

27.7 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 or by e-mail . If You do not agree with the changes, You can cancel the Contract with immediate effect by telling Us by e-mail, in writing by post within 7 days of receiving Our notification or via the App. You can find Our contact details in the paragraph 17.

27.8 If any court, ombudsman or any other competent authority decides that any aspect of a provision of the Contract is invalid or unenforceable, that aspect of that provision shall be severed from the Contract and shall have no effect on the remainder of the Contract.

27.9 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. Your statutory rights as a consumer are set out in legislation and nothing in the Contract, or any of Our marketing materials shall affect any of Your or Our statutory rights.

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SCHEDULE 1 – CANCELLATION FORM

To cancel Your Installation, please fill out the below details and email Your completed form to home.eondriveuk@eonenergy.com. Alternatively You can send a printed copy addressed to: E.ON Drive EV Home Chargers, Westwood Way, Westwood Business Park, Coventry, CV4 8LG

If a deposit payment has been made, We will call You to organise a refund.

I hereby give notice to cancel the Contract for the Installation of an EV Home Charger,

Ordered on [][*] / received on [][*]

Your details

Quote ref number

Names of Consumer(s)

Address of Consumer(s)

Reason for cancellation
.....

Signature of Consumer(s) (only complete if notifying in writing)

Date

[*] Delete as appropriate