

Driver Terms and Conditions

Be.EV is an electric vehicle charging network owned and operated by Amey MAP Services Limited, registered in England and Wales under company number 10596171 with their registered address at 3rd Floor, 10 Furnival Street, London EC4A 1AB, trading as "**Be.EV**".

These are the terms and conditions relating to Your use of the Network including the electric vehicle charging service through the charging points (referred to in this document as **Charging Points**) within the Network. Before using the Be.EV Network, you should read these Terms carefully as they contain important information about the Service and the Network.

1. Interpretation

Other than those terms defined elsewhere, the definitions in this clause apply to these terms and conditions ("**these Terms**").

Charging Points: The equipment identified as part of the Services and used by You to recharge electric vehicles with electricity.

Our Website: is www.be-ev.co.uk and all available pages of this website and relevant portals.

Services: The services to be provided to You by Us under these Terms.

2. Terms

- 2.1. These Terms set out the Services provided by Be.EV (referred to in this document as **We, Us** or **Our**) and Our commitments and responsibilities to You as a user of the Services; referred to in this document as **You, Your** or the **Customer**.
- 2.2. These Terms apply to the use of:
 - 2.2.1. the Network;
 - 2.2.2. any Charging Point in the Network; and
 - 2.2.3. the use of Our Website.
- 2.3. If you do not agree to these Terms, you must not access, or must stop accessing the Network, Charging Points and Our Website.

3. Changes to these terms

- 3.1. From time to time it may be necessary for Us to update Our Terms, including in the following circumstances:
 - 3.1.1. changes in payments relating to the Services;
 - 3.1.2. changes in relevant laws and regulatory requirements;
 - 3.1.3. changes to our business model, including the application of a tariff for the Services; or
 - 3.1.4. changes which affect the provision of the Services.

We reserve the right to make any changes or amendments to these Terms without prior notice or consultation.

4. Our Services

- 4.1. The Terms provided in this document relate only to Your rights whilst using the Network. Should You engage other Services from Us, You may be required to accept additional terms and conditions.

- 4.2. These Terms apply from the Commencement Date and will continue for the duration of Your use of the Services.
- 4.3. We will endeavor to provide You with complete and uninterrupted access to the Network and all Charging Points placed upon on it. However sometimes problems may occur and We reserve the right, without compensation being payable to the Customer, to modify, restrict access to, or suspend the Services available at the Charging Points at any time due to circumstances outside the control of Be.EV (for more information please see clause 9 below). If You encounter an issue with Our Services, please contact Us to let Us know.
- 4.4. We will work with all parties to ensure any issues that are reported are dealt with and resolved within an acceptable timeframe. We accept no liability for the supply of Services by third parties and are not accountable for any delays in resolution that their involvement may incur.
- 4.5. If You are reporting a problem to Us and are supplied a timeframe or specific date for resolution, this timeframe or date is an estimate.
- 4.6. You agree that, in all cases, written statements supplied by Us shall prevail over any oral statements made by Us. We will ensure that all written data supplied to You is accurate.
- 4.7. As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. 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.

5. Access to the Network

Use of the Service does not currently require You to register your details with Us or apply for a new RFID card. You can access the Network using any RFID card (including bank cards) free of charge, though We reserve the right to charge for Your use of the Network in the future.

6. Your Use of the Network

- 6.1. You agree to behave in a polite and courteous manner to all members of Our team either in person or in contact via emails or phone calls. Should Your conduct fall outside of what We reasonably deem acceptable behavior, We retain the right to terminate contact with You and/or suspend Your access to Our support.
- 6.2. In the majority of cases, We have no involvement with or influence on parking charges or restrictions for Charging Points on Our Network. It is Your responsibility to ensure You are parked within the local restrictions put in place for each site and any parking fees due are payable by You and are additional to any fee that may be due for Your Use of the Charging Point.
- 6.3. Additional overstay fees may be applicable to each site and may be enforced by the land owner/car park operator. If this is the case, it is Your responsibility to ensure that You have acted in accordance with on-site instructions. We will not be responsible for any fees or fines accrued outside of those levied by the direct use of the Charging Point.
- 6.4. When using the Network, You will act in a safe manner and comply with all signage, safety and usage instructions displayed at each charging station or made available to You and that You connect and disconnect to a Charging Point in a safe manner that is in line with each Charging Point manufacturer's user instructions. We accept no liability for damage to a Charging Point, Your vehicle, Your property, any third party or their property that may occur as a result of misuse by You or non-compliance with any instructions or technical requirements.
- 6.5. You are responsible for providing appropriate cables. You will use only cables supplied by Your vehicle's manufacturer and will not use any cables which are damaged, faulty or modified in any way. Further, You will not use adaptors from Your cable to the Charging Point. We accept no liability for any damage to your vehicle or the property of any third party as a result of lack of compatibility between Your vehicle and any Charging Point or any use of Your cables. You accept all responsibility for the electric vehicle You use in connection with the electric vehicle charging service and for ensuring it

meets all requirements for charging. You will be responsible for any damage to any Charging Point as a result of incorrect cable usage or incorrect use of the Charging Point.

- 6.6. You acknowledge that Your vehicle type, the battery charge level, capacity of Your vehicle or other usage of the Charging Points will impact the charging time of any electric vehicle and accept that We make no guarantee or warranty regarding the amount of time required to charge Your electric vehicle.
- 6.7. Subject to clause 8.3, We only accept responsibility for losses arising from Your use of Our Services or any Charging Point which are foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by You and Us at the time We entered into this contract.
- 6.8. You are not entitled to any damages due to a Charging Point, the Network or website being closed, unavailable or out of order or vehicle charging Services being suspended for any reason.
- 6.9. Subject to clause 8.3, We accept no liability for any damage caused to Your vehicle or property that may occur from a third party whilst You are Using Our Charging Points. This includes, but is not limited to, theft of Your vehicle, theft of possessions from inside Your vehicle or cosmetic damage to the exterior of Your vehicle.
- 6.10. You must not, at any time, gain or attempt to gain access to the internal workings of Our Charging Points or any of its peripheral devices, this includes but is not limited to distribution boards and feeder pillars. Should You do so, We accept no liability for any injury You may suffer or any damage You may cause. Failure to comply with this request will result in Your immediate suspension from the Network and You will be financially liable for costs incurred in Our attending site to perform a safety check on the Charging Point and any remedial works needed to repair any damage.

7. Payment and Charges

- 7.1. All of the Charging Points operated by Us can be used free of charge, though We reserve the right to charge for Your use of the Network in the future and will update these Terms accordingly.
- 7.2. Occasionally a Charging Point may have monetary charges applied for its use. These may include, but not be limited to, reservation fees or overstay charges. If these charges apply, these will be listed on Our Website or on the instructions at the Charging Point.

8. Our Liability To You

- 8.1. If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into this contract.
- 8.2. We only supply the Services under these Terms for domestic and private use and for users who intend to use the Services other than as part of a corporate package. You agree not to use the Services for any commercial, business or re-sale purposes.
- 8.3. We do not exclude or limit in any way Our liability for:
 - 8.3.1. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - 8.3.2. fraud or fraudulent misrepresentation;
 - 8.3.3. breach of any of the legal rights available to you in your jurisdiction in respect of the Services.

9. Events Outside Our Control

- 9.1. In addition to the clauses dealing with liability in clause 8, We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an event outside Our control.

- 9.2. 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, pandemic or other natural disaster, failure of public or private telecommunications or electricity networks or grids, or any failure of a Charging Point, including a communications failure or an electricity supply failure.
- 9.3. If an event outside Our control takes place that affects the performance of Our obligations under these Terms We will post a notification on our Website. Please note that where the event outside Our control affects our performance of services to You, We will restart the services as soon as reasonably possible after the relevant event is over.

10. Other Important Terms

- 10.1. We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You on Our Website if this happens, but this will not affect Your rights or Our obligations under these Terms.
- 10.2. This contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 10.3. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 10.4. If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 10.5. These Terms are governed by English law. Any disputes shall be subject to the exclusive jurisdiction of your local courts this means that if you live in England you and we submit to the exclusive jurisdiction of the English courts. If you live elsewhere in the United Kingdom you and we submit to the exclusive jurisdiction of the courts in the country in which you live

11. How to Contact Us

If you have any questions or complaints, You can telephone our Customer Services Team at 0800 917 3208 or by emailing us at support@be-ev.co.uk. Our complaints procedure can be viewed on Our website.