



Terms & Conditions

We are Connected Kerb Limited, a company registered in England with company number 110626616 whose registered office is at Connected Kerb Limited, 20 Midtown, 20 Procter Street, London, WC1V 6NX UK

Through our Smartkerb Network, we provide Electrical Vehicle charging services to our Customers.

Further information about the services We provide is available at www.smartkerb.com

The provision of Our Services is made subject to the Terms and Conditions set out below which includes important information concerning our collection and use of Your personal information.

By ticking the checkbox on the registration page You accept the following terms and conditions and our privacy policy. A contract between You and Us is created when you complete the Registration Process.

1. Terminology Explained

We, Our or Us: “Connected Kerb Ltd” or “Smartkerb”

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: the 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 Charge Points for use by You.

Charge Point: The electrical charging equipment within our Smartkerb Network that You may use to recharge electric vehicles with electricity. Charging Points connected to our network and available for use by You under these Terms will be identifiable from our Website and App or otherwise as indicated by signage on the Charge Point itself.

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 Smartkerb 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.

DPA: the Data Protection Act 1998. References to **Personal Data** and **Sensitive Personal Data** shall have the meanings set out in the DPA.

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 Charging Point 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.

Smartkerb Account: Your account will hold your credit in the form of purchased units each with a monetary value of 25p. Any fees or charges incurred by You relating to the purchase of services will be deducted from your Smartkerb Account balance. Any additional units purchased by you will be added to your Smartkerb Account balance.



Smartkerb Card: the RFID card that You may elect to receive (subject to payment of any relevant fee by You to Us). The Smartkerb card will provide a convenient method of accessing and using Charging Points within our 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 Smartkerb platform.

PAYG: Pay as You Go, the payment mechanism relating to the provision of services to Our customers in relation to the use of Charge Points, 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 pay as you go credit (units) to Smartkerb 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 data 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 process through a welcome email.

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.smartkerb.com 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. These are the terms and conditions on which We supply the Services to You.

2.2. Please ensure that You read these Terms carefully before You apply to register with Us as a Customer.

2.3. These Terms become binding on You and Us when you have completed the Registration Process.

2.4. Your use of the Charge Points in Our Smartkerb Network using a Smartkerb 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;
- (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 give You at least one month's written notice of any changes to these Terms before they take 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 these Terms are 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. See clause 8 for Our responsibilities should an Event Outside Our Control happen.

4.3. We may have to suspend or amend the Services either altogether or from specific Charge Points to deal with technical problems. Wherever possible We will publish details of any such suspension or amendments on Our Website or smartphone App.

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 tell 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 subject to the terms set out in Clause 12 below as well as the requirements under the DPA.

5.2. In order to use the Charge Points 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 Charge Point, You will be required to add credit (through the purchase of units) to Your Smartkerb Account.

5.4. The default method for adding credit is through an Auto top-up mechanism. When registering You will be required to give Us Payment Authority. You can do this by visiting Our Website and following the procedure to top-up Your Smartkerb Card with credit. The Auto top-up operates so that when Your account falls below zero, We take a payment from Your debit/credit card in order to top Your account back up 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 account may move into negative credit if You fail to top-up your account. If Your account is negative you will not be able to charge Your car until You add more credit to Your Account.

5.7. You can view Your Smartkerb account balance online by logging into Your account page on Our website: <https://www.smartkerb.com>



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 Smartkerb 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 Smartkerb Account and/or use of Your Smartkerb Card. You must keep Your Login Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them or Your Smartkerb 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 all activities that occur under Your Smartkerb 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 Smartkerb 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 Smartkerb 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 Smartkerb 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 account. Furthermore, the card and services can only be used in respect of any vehicles registered by You in relation to Your Smartkerb Card.

6.4. Once You have received Your Smartkerb Card, all risk of loss and or damage to the card pass to You. If Your Smartkerb Card is lost, stolen or damaged, You can purchase a replacement by logging into your account. On receipt of the Replacement Fee, We will send You a replacement card at Your registered address.

6.5. In the event of Your Smartkerb Card being lost or stolen please notify Us as soon as practicable. Once notified, We can freeze Your 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 Smartkerb Card being faulty, please notify Us, return the card to Our address (see clause 9) and We will arrange for a replacement card to be sent to Your registered address.

6.7. You agree, warrant and undertake that You (or any other individuals registered with Us in connection with Your Smartkerb Account) shall not:

- (a) allow anyone other individual(s) to use Your Smartkerb Card without Our prior written consent;
- (b) use the SmartKerb Card and/or Charge Point 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 Smartkerb Card and/or any electrical equipment that connect to or forms part of or connects to the Charge Point;
- (d) act in in way that does or could damage or impact the operation of a Charge Point or another user of the Charge Point.

7. Tariffs and Payment



7.1. The Tariffs for using the Charge Points are calculated based on the price of use of each Charge Point and will take into account the amount of electricity consumed, time at the Charge Point and the type of Charge Point.

7.2. Our Tariffs are as shown on Our Website, and displayed at each Charging Point 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 Smartkerb Account information available online.

7.4. We may levy additional fees if Your connection exceeds 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 on our Website and at the Charge Point. An Overstay charge shall be levied if the Customer remains connected to the Charge Point 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 Charge Points needlessly. In the event that EVs are left unconnected and blocking Charge Points we will take action in relation to offending parties based on feedback from other customers as evidenced accordingly.

8. If there is a Problem with the Services

8.1. In the event that there is any defect with the Services or any Charge Point please contact Us and tell Us as soon as reasonably possible (see Our Website).

8.2. In certain instances We may not own the Charge Points and may not be directly responsible for their condition, upkeep or maintenance. We shall nevertheless endeavour to ensure that the Charge Point Providers remedy any material defect 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. You can contact Us by telephoning Our customer care team at 0800 029 1696 or by emailing Us at support@smartkerb.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 Connected Kerb Limited, 20 Midtown, 20 Proctor Street, London, WC1V 6NX, or by email, to support@smartkerb.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.

10. Your Rights to Cancel and Applicable Refund

10.1. You may cancel this contract for the Services at any time with immediate effect by notifying Us via email at support@smartkerb.com. Your rights to cancel this contract are in line 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 Smartkerb Card (if applicable) as outlined Clause 6.2 as well as any balance in your Smartkerb 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 less Our £5 admin fee from the balance of any unused credits.

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 at least 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) if You do not permit the pre-authorisation or pay Us when You are supposed to, or
- (b) You break 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 it collects from or about them. We treat Your data privacy very seriously and understand that You will wish to know how We will use that personal information. This Data Privacy Notice relates to personal information about You collected through Our Website, through Your registration and through the use of the Smartkerb Card. This Data Privacy Notice will inform You of what personal information the Company collects, how that information is used, who it is shared with and why, where it is transferred, and how You may view and amend such information. If You have any questions about this Data Privacy Notice please contact Us by email or in writing as detailed in clause 9

12.2. Information You Provide or that We hold may be used by Us, Our employees and /or Our agents, contractors and Affiliates to:

- (a) detect and prevent crime, fraud and loss;
- (b) contact You and administer Your accounts, products and services; and
- (c) unless You have asked Us not to, to contact You in writing, by phone and (where You have agreed) via digital media with information on other products and services that We and Affiliates offer. This may include details of offers for Our selected partners.

12.3. You may opt out at any time from receiving marketing messages by contacting Us in writing, by telephone or via email at the addresses set out in clause 8.

12.4. Your information may be shared between Us and the following third parties:

- (a) companies or organisations who in certain instances may own the Charge Point infrastructure and to whom We provide services;
- (b) organization, including law enforcement agencies, involved in the prevention of crime or collection of taxes or similar governmental activities; and

(c) companies or partner organisations which provide services in relation to, or use information as part of market research.

12.5. We may also monitor and record any communications We may have with You, including phone conversations, emails and Web chat, to make sure We are providing a good service and meeting Our legal responsibilities.

13. Our Liability to You

13.1. 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 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 8.3 loss or damage due to an Event Outside Our Control does not constitute loss or damage resulting from Our breach of the Terms or Our negligence.

13.2. We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.3. We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our 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); and
- (e) 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 these Terms 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 these Terms:

- (a) We will contact You as soon as reasonably possible to notify You; and
- (b) Our obligations under these Terms 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 possible 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 9. 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 10.

15. Other Important Terms

15.1. We may transfer Our rights and obligations under these Terms 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 these Terms.

15.2. You may only transfer Your rights or Your obligations under these Terms 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 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.

15.6. These Terms are governed by English Law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland