

Pod Point General Terms and Conditions for Consumers

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These legal terms are between you and us, Pod Point Limited.

You should read these terms and conditions carefully before you accept them, along with our Privacy Notice which sets out the ways in which we may collect, store and process data (including for marketing purposes) relating to your use of our chargers, website and mobile app and covers your rights to access and request correction of any of your personal information that we hold.

Who we are and how to contact us

We are Pod Point Limited and www.pod-point.com and all of its associated websites are operated by us.

We are registered in England and Wales under company number 06851754 and have our registered office at 222 Gray's Inn Road, London, WC1X 8HB. Our VAT number is 278743455.

We are a limited operating company and a wholly owned subsidiary of Pod Point Group Holdings PLC.

To contact us you can:

- visit our helpdesk and raise a support enquiry at help.pod-point.com
- Phone us on (+44) 01784 614054
- Or send a letter to: Pod Point Limited, 222 Gray's Inn Road, London, WC1X 8HB.

How we'll contact you

Using the Pod Point app, email, phone or mail to your home address, we'll send you any agreements, statements and other notices. If any of your contact details change, including moving abroad, you should let us know as soon as possible.

1) Pod Point Home Charger Terms of Sale

These terms were updated on 30 November 2022.

These terms and conditions cover your purchase and the installation services we provide for the Pod Point home charger and any accessories you may buy with it. They set out how we will provide products and services to you, your cancellation rights and what to do if there is a problem and other important information. You must confirm your acceptance of these terms and conditions when you place your order.

Our agreement with you

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Orders

You must be at least 18 years old and a resident in the UK to place an order for a Pod Point home charger on our website.

You place an order for the Pod Point home charger and accessories by selecting the product(s) you wish to purchase and following the order process on our website. Please check your order carefully before submitting it.

Submitting your order is an offer to purchase the products and installation services and all orders are subject to acceptance by us. Acceptance of your order takes place when we send you an order confirmation email, at which point a contract for the supply of products and installation services is formed between you and us on these terms.

All orders are subject to availability. We cannot guarantee that any products or services will be available at any given time. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop providing certain services or selling certain products. If this happens and it affects your order we will notify you using the email address you provided when you placed your order, cancel your order and provide you with a full refund (including any delivery costs).

If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

Description of our products and price

Descriptions of our products and services are set out on our website. Please read the description of the products carefully. Pictures and images of the products or their packaging on our website are for illustration purposes only. Your products and their packaging may vary slightly from those pictures or images.

The price of the products and services will be the price as displayed on our website and as agreed when you complete your order. All prices are in pound sterling (£) and include VAT at the applicable rate.

The price of the Pod Point home charger, includes the cost of standard installation and delivery on the agreed installation date. Prices may change at any time, but changes will not affect existing orders unless you don't schedule your installation within 3 months of your order, in which case we may need to increase the installation charge or cancel your order as described in more detail below.

Payment

You must make full payment for your Pod Point charger and any other products or services purchased from us via our online check-out process on our website, when you place your order. In certain circumstances we may contact you directly to help you through the check-out process.

You must pay for your order in pounds sterling (£) using a credit or debit card issued in the UK. We accept the credit and debit cards specified in our customer journey. All credit and debit card payments need to be authorised by the relevant card issuer.

We will take payment from your card upon submission of your order, however a contract will not be formed until we send you confirmation of our acceptance of your order.

You will make full payment for your Pod Point charger and any other products or services purchased from us via our online check-out process on our website. In certain circumstances we may contact you directly to help you through the check-out process.

Delivery and Installation

▲ Your Pod Point home charger will be delivered on the installation date that we agree with you after you have placed your order and completed the pre-installation questionnaire. We will contact you to agree and schedule your installation date.

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We will deliver the products to the address at which the Pod Point home charger is to be installed, as provided by you when you place your order.

If we are unable to deliver and install your home charger on the agreed installation date because you cancel (with less than 2 working days' notice), are not at the address to take delivery or we otherwise cannot gain access, we will contact you to re-arrange your installation date. In such circumstances we may charge you an additional fee in accordance with our "Schedule of Additional Charges" below.

▲ If our supply or delivery of your home charger is delayed by an event outside our reasonable control (for example, severe weather, epidemic or pandemic, accidents or unpredictable traffic delays) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be responsible for any losses you suffer for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for anything you have paid for but not received.

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Pod Point Home Charger Installation Services

Our terms and conditions cover what is included in your standard install for a Pod Point home charger and what happens if we need to quote for extra works.

Once you have placed your order and received your order confirmation, we will send you a pre-installation questionnaire to complete. Once you have submitted this and our team confirms we're good to go, we will contact you to schedule your installation date.

Sometimes issues arise on the day that mean we can't complete your install on the first visit, but if we know about these in advance, we can often resolve them beforehand.

So for the best experience, if you think there's any reason why we might not be able to complete your install on the day (for example if there are any access issues affecting the property), please let us know.

What's included

Pod Point's standard installation package for our charger covers the majority of homes in the UK and includes the following:

- Fitting of a charger on a brick or plaster wall, or to another suitable permanent structure
- Up to 15 metres (50 feet) of cable, run and neatly clipped to the wall between the electricity supply meter / distribution board and the charger
- Routing of the cable through a drilled hole in a wall up to 500mm (20 inches) thick, if this is needed
- The fitting and testing of electrical connections and protections required for the charger
- An additional three way consumer unit, if required
- Installation of a Type C MCB and a Type A RCD in an RCBO enclosure
- Up to 3 metres (10 feet) of plastic conduit to conceal interior wiring

Some conditions and limitations that you need to know

- The charger must be located in your designated off-street parking area and be fixed at a height where it can't be hit by a vehicle.
- We can't fix the cable higher than 1.8 metres (6 feet) above the ground. If fixing higher than this is unavoidable then the installation may need to be paused – in that case we will quote for any extra work needed.
- We can't, as part of the standard package, trench the cable underground or suspend it above ground – if something like this is required please talk to us so that we can give you a quote in advance. If we find out on the day that we have to cross a garden or a pathway we may need to pause the job and quote for the extra work needed to trench the cable.
- When you are using your charger the EV charging lead must remain on your property and must not create a trip hazard for you or anyone else.
- We can't run a cable under floorboards or through ducting / ceiling voids / wall voids without a draw cord (to pull the cable through), or if the floorboards have not been lifted. We can't take responsibility for reinstating flooring or other building materials after the cable has been laid.
- Our experts are not able to work in crawl spaces, on roofs or in lofts if it is deemed unsafe by them.

- Our experts are not able to work in extreme weather (e.g. high winds, intense heat or heavy rain). If it is not safe to carry on, our expert will do as much as they can and we will return at a later date.
- If you have purchased a freestanding mount for the charger to be fitted on please be aware that there may be an additional cost for installing this.
- You or a responsible adult of the age of 18 years or over needs to be present on site for the entire duration of the installation and you agree to provide us with safe, free and unobstructed access to the relevant parts of your property.
- Our scheduled date for installation is an estimate only. We will let you know as soon as possible in advance if we have to amend this date for any reason.

What happens if we find that your existing wiring isn't up to scratch

- We follow BS7671 2008/2015 Amendment 3 Standard Regulations and NICEIC guidelines on Electric Vehicle installations.
- If we can't install in line with these rules then your installation will be paused and we will quote for the work needed to meet the required standards. Your quote will be issued subject to these terms and conditions.
- If the existing electrical arrangements at the property are not in line with these rules or there is something else that makes it unsafe for us to install then we may quote for the work needed to meet the required standards.

What happens if your electrical supply is inadequate

We can only complete the job if the electrical capacity (i.e. main fuse) can support the additional electrical demands of the charger. If the capacity is not sufficient, we might be able to de-rate the charger or we may have to pause the job until your main fuse is upgraded by your electricity supplier.

Timing

We allocate two hours for standard installations and we will do all we reasonably can to complete the installation on the installation date in this timescale. If we can't complete on the day because of supply related problems or unexpected additional works then we will reschedule an installation date once the additional works are complete or our quotation for the work has been accepted.

Additional works

- If required, your installation project manager or Pod Point Expert will detail required or optional works (such as installation of a surge protection device) and provide a no

obligation quotation for these services. A validity period may apply to the quotation, please speak to your installation project manager or Pod Point Expert. Any quotation for additional works will be governed by these terms and conditions.

- If the additional works are minor (less than 2 hours additional works) and can be completed on the day, we will try to complete them on the day so that an additional visit is not required but this will be dependent on our own work scheduling.
- If it is determined that an installation cannot be completed on the day, we will quote for additional works, and a new installation date will be given once payment has been made. Please allow up to 10 working days for a new installation date.
- If your Pod Point Expert suspects that the installation will not comply with the OZEV grant requirements (see OZEV terms and conditions below), your installation will be paused. Should you disagree with that assessment, you will be given an opportunity to contest this by providing us with additional information in support of your grant application, which we may then pass on to the DVLA/OZEV for pre-approval. Should we receive approval to proceed, a new installation date will be given, please allow up to 10 working days for a new installation date.
- Your local power network operator may require additional remedial works to be carried out before a charger can be installed at your property. If this is the case, the network operator might provide a quote at additional cost for these additional works.

Partner Installers

We work with a network of Pod Point approved 3rd party installers ("Partner Installers") alongside our own in-house installation team.

In certain circumstances we may refer your order to a Partner Installer so that they can carry out your installation, for example if your installation is non-standard and additional works are required, or if no installation slots are available with our in-house installers.

If we refer you to a Partner Installer after you have placed an order with us:

- The Partner Installer who receives your order will make contact to arrange an installation date with you, visit you to carry out the work and deliver your accessories (if they haven't been sent via post).
- The installer will also ask you to complete documentation needed to claim the OZEV EVHS grant on your behalf if you have applied it to your order.

In these cases your contract for the installation is with Pod Point (not the Partner Installer) and remains subject to these terms.

Cooling off period and rescheduling your installation date

Your right to cancel

Once you buy a Pod Point charger, you have a 30 day “cooling off period” within which you can change your mind and cancel your order, without giving a reason. The cooling off period runs for 30 days from the date you receive delivery of the charger. This does not stop you from cancelling your order before the cooling off begins.

To cancel your order, please email or call us at the Contact Details above or return our model cancellation form available below. If you decide to cancel this contract after you place this order and within the cooling off period, we will refund to you any money that you have paid as soon as we can after you tell us you want to cancel. Or if you have already received delivery of the home charger (and it has not been installed), we will refund any money you have paid as soon as we can after the day on which we receive the returned charger back, or, the day on which you provide evidence of having sent the charger back to us, if earlier.

If you cancel your order, and you have already received delivery of the Pod Point home charger, you must return it to us within 14 days of telling us that you want to cancel. The charger must be returned to us in a new and unused condition, in its original packaging, to the extent possible. You are responsible for the charger while it is in your possession. Unless it is faulty or mis-described, you are responsible for the cost of returning, or collection of the charger.

If the charger has already been installed, you will be responsible for the costs of removing and returning the charger to us, and you may also be responsible for any installation costs (see the section on “Services performed during the cooling off period below).

All refunds will be made by crediting the same card you paid with.

Returns and Refunds for Accessories

If you wish to return any accessories purchased with your charger, please see our “Returns and Refunds for Accessories Policy” for more details which can be found [here](#).

Services performed during the cooling off period

We will not book your installation or provide the installation services within the 30 day cooling off period, unless you ask us to do so during the scheduling process.

If you have requested us to start our installation before the end of your cooling off period, and you subsequently wish to cancel this contract:

- provided the installation services have not been fully performed, you agree we can charge you for any installation services carried out up to the point you told us you would like to cancel;
- if the installation services have been fully performed, you will not have a right to cancel the installation services, and you will be responsible for the installation costs.

However, in both cases, you may still cancel your order of the Pod Point home charger and you will be entitled to a refund, but you will be responsible for all (or some) of the installation costs as set out above, the removal (including labour costs) and return costs of the charger. We may also deduct any reasonable amounts from any refund to reflect the diminished value of the charger as a result of installation or use.

Rescheduling your installation date

You may reschedule your installation date but you must provide us with at least 2 working days' notice if you want to do this. If you do not give us at least 2 working days' notice, we may charge you an additional fee in accordance with our "Schedule of Additional Charges" below. To reschedule your appointment, please contact us at the details provided above.

We ask that you schedule the installation of your home charger for a date within 3 months from the date of order and payment. If you have not confirmed your installation date by such time and, as a result, we are unable to complete your installation within such period, we reserve the right to: increase the price of your installation in accordance with our then current rates at such time; or cancel your order and, to the extent you have paid us directly for your home charger, give you a refund of your payment. We may also charge you an additional administration charge in accordance with our "Schedule of Additional Charges" below plus any exceptional or unforeseen costs we've properly incurred in dealing with your order up to the time it's cancelled. Where we can, we'll take this from the payment you've already made for your order, and then give you a refund for any excess amount. This does not apply where your home charger has been funded by one of our referral partners such as a car manufacturer or car leasing company.

OZEV EV Charge Point Grant

EV Chargepoint Grant:

From 1 April 2022, the Office for Zero Emission Vehicles (OZEV) provides the EV Chargepoint Grant to reduce the cost of a home charger (including installation) by up to £350 for eligible

customers who are resident in flats and rental properties (see below to check if you're eligible and for our summary of the OZEV terms and conditions).

If you would like to apply the grant to your order but don't provide completed documentation to us then we will pause your installation until you've provided this.

If we haven't received your completed documentation within 3 months of the date of payment then we may need to cancel your order and, provided you're ok with it, re-order it. Our prices and installation costs do change from time to time and so the price of your product may have increased at the time of re-ordering. If we cancel your order, we may also charge you an additional administration charge in accordance with our "Schedule of Additional Charges" below plus any exceptional or unforeseen costs we've properly incurred in dealing with your order up to the time it's cancelled. Where we can, we'll take this from the payment you've already made for your order, and then give you a refund for any excess amount.

You are responsible for any costs incurred due to the supply of false, inaccurate or incomplete information to us in relation to the OZEV EV Chargepoint Grant, EST home charge grants (or any similar scheme as may be offered in the future) or any other services we offer. It is your responsibility to ensure that you meet the eligibility criteria for these grants. If your application is unsuccessful or the grant ceases to be available, you will need to pay the difference to us before we can proceed with your installation.

The grant is subject to a number of terms and conditions, a summary of which is provided here.

Summary of OZEV terms and conditions

- The grant is capped at £350 (including VAT) per installation.
- The grant is available to people who own and live in a flat and people living in rental accommodation (flats and single-use properties).
- The grant can only be used for retrofit (existing) properties that are currently occupied.
- It must be claimed at the time of purchase and can't be claimed retrospectively.
- Residents must provide evidence of being the registered keeper or lessee, or be named as the primary user of an eligible EV or plug-in vehicle in order to be able to claim the grant.
- Only one claim per vehicle can be made, even if you own more than one home. A single customer can only claim the grant once in total.
- A list of qualifying electric vehicles is maintained at:
<https://www.gov.uk/government/publications/electric-vehicle-homecharge-scheme-eligible-vehicles>

- The grant is only applicable for residential addresses with designated private off-street parking.
- If you are not the property owner and freeholder of the building, signed written permission and a proof of address from the appropriate owner or management company must be obtained prior to installation of the charger.
- Any area where the installation of a charger may affect another property owner, written permission and a proof of address from the appropriate owners must be obtained prior to installation of the charger.
- If you are the property owner and freeholder of a listed building, we require listed consent from the local planning authority before an installation can take place.
- The above is a summary only and not a substitute for reading the full details of the grant terms and conditions which are available here:

<https://www.gov.uk/government/publications/ev-chargepoint-grant-for-flat-owner-occupiers-and-people-living-in-rented-properties-customer-guidance>

Customers who require additional information, or have any queries on the grant process should contact OZEV directly on:

chargepoint.grants@ozev.gov.uk

Special Features

Carbon Sync

All our chargers are supplied with Carbon Sync capability.

Carbon Sync allows us to briefly pause charging on instruction from official bodies (for example the national grid) for the purpose of balancing or maintaining stability of the local or national electrical generation or distribution grid. Under normal circumstances, we don't expect Carbon Sync to have any material effect on charging, however, you agree that Carbon Sync may lead to pauses in charging from time to time.

Smart Charging

- Every new Pod Point home charger purchased in the checkout offers 'Smart Charging'. Once connected to Wi-Fi, the home charge unit will automatically receive over-the-air updates, meaning it continually benefits from the latest software updates available. Connecting your home charge unit to Wi-Fi will also allow you to see the energy used to charge your electric vehicle, via the Pod Point App.

- Use of your Wi-Fi (and data allowance if any) for our Smart Charging features and any over-the-air updates are at your cost.
- You confirm that by connecting your charger to Wi-Fi, you consent to your electricity usage data being collected and used by us and provided in the Pod Point App. All data or information collected from your charger shall be safeguarded and processed in accordance with our Privacy Notice. The Pod Point App provides electricity usage data for information purposes only and should not be used as an electricity meter.
- You will need sufficient Wi-Fi coverage in the location your charger is installed. If your Wi-Fi coverage is not sufficient, functionality that requires Wi-Fi may not work as intended or at all. For example, over-the-air updates may take a long time to complete or not complete at all, remote support diagnostics may not be possible and charging data may not be properly recorded in the Pod Point App.
- Some Smart Charging functionality may be affected if your charger has been installed as part of an Array Charging solution. Please see the relevant section below.

Energy Clamp

- Whilst Smart Charging comes as standard with every unit, the energy clamp will help to unlock even more functionality. Our energy clamp has a power balancing feature that monitors your home energy consumption, and regulates your charging rate to prevent overloading of the electricity supply to your property. The energy clamp is installed with every new Pod Point home charger purchased via our online checkout. During your installation, the Pod Point Expert will simply attach the clamp around the electricity meter tails and wire it into the home charge unit.
- Customers with solar power, detached garage installations and three phase power supply may experience limited energy clamp functionality which will be assessed on the day of installation.
- Please note, any alterations to our charger or its installation after we have installed it may impact the charger's functionality and/or invalidate your warranty. Please call our support team if you have any questions.
- If your charger is installed on a secondary distribution board, the energy clamp will not be effective to protect your primary distribution board from overloading.

Array Charging and Demand Side Response Agreement

- If your charger is being installed as part of an Array charging solution (e.g. a common arrangement within residential blocks of flats or other multi-tenancy accommodation), our Array system will manage the individual and total charging

load of the connected chargers within the limits of the fixed electricity supply available to your premises. Our Array system controls the electricity demand of each charger, restricting them as necessary to ensure the incoming electrical mains supply is not overloaded.

- By purchasing your charger as part of an Array charging solution, you agree to permit our array system to control the rate of charge to your vehicle where necessary in order to protect the electricity supply to your premises as described above. This is known as a Demand Side Response Agreement. Our standard charge scheduling feature is not available for use with chargers installed as part of an Array Charging solution.

The Legal Bit

Our warranty

Pod Point home chargers are covered by at least a 36-month comprehensive repair or replacement warranty in respect of any faults arising due to our product or installation provided that you purchased the home charger directly from us. This comprehensive 36-month warranty may be extended in time by agreement between us and you (for example, under the terms of any offer available on www.pod-point.com extending such warranty to 60 months/5 years). If you purchased the home charger from a third party then our warranty only applies in respect of problems with the product itself and does not cover problems arising from installation. Please see the “What our warranty does not cover” section below for more details on this.

The warranty period commences on the date of installation of the charger and applies to home chargers installed in the UK only. Any fault or other defect should be promptly reported to us via help.pod-point.com as soon as you become aware of it.

Please quote the serial number, the date of installation and a brief description of the fault. The Pod Point technical team will carry out an assessment and will contact you to get further details and if necessary arrange a service visit. We reserve the right to decide whether to repair or replace the charger or any faulty parts or installation (using either new or reconditioned parts or equipment); or we may replace the charger with one that is of the same or later version.

Repair or replacement of a charger or parts within a charger under our warranty does not extend the term of the original warranty.

You have statutory rights in relation to the Pod Point charger and those rights are not affected by this warranty.

What our warranty does not cover

Our warranty does not apply in respect of normal ageing and wear-and-tear (e.g. discoloration, normal corrosion/ oxidation) or faults arising from abnormal usage or environmental conditions (such as extreme adverse weather, fire, wind or water damage or other natural disasters).

The warranty will be void if the charger is:

- opened, moved, modified, tampered with or any repair is attempted by anyone other than a Pod Point authorised electrician;
- used in a manner that is not in accordance with relevant Solo Home User Guide or other user or installation instructions issued by us (which can include storage, installation, use or maintenance);
- used with any connected equipment (such as a charging cable) that is not supplied by us or recommended for use by us with a charger;
- stored in an unsuitable location.

Faulty chargers being repaired or replaced by us may be returned to our laboratory for assessment. If the fault is found to have arisen due to any reason for which our warranty does not apply, we reserve the right to recover the costs of the repair or replacement from you.

If you did not purchase your home charger directly from us, then our warranty only covers faults arising with the product itself and not with the installation. If you believe the fault is with the product, please ensure the charger is connected to Wi-Fi (to allow us to run remote diagnostic tests to confirm the nature of the fault) and contact us using the details provided above. If the fault is with the installation, you will need to contact the person from whom you purchased the charger.

Ownership and responsibility for loss and damage to the Pod Point home charger

After the charger is installed at your property, you are responsible for loss and damage to it, except that where the charger is delivered and stored at your property before installation you are responsible for loss and damage to it while it is being stored with you.

You will own the charger only after it has been installed at your property and we have received payment in full for all amounts due from you under these terms and conditions.

Our responsibility to you

We're responsible to you for any direct and foreseeable loss and damage which we cause if we breach these terms or we are negligent. When we say 'foreseeable', this means we could or should have reasonably expected those losses or damage to arise as a direct result of something we did (or failed to do).

We are not responsible to you for any loss or damage not caused by our breach or negligence, or loss of profits, loss of use, lost business or missed opportunities, or for any loss or damage that is not a direct result of something we did (or failed to do) and/or was not reasonably foreseeable at the time these terms and conditions were entered into.

To be clear, we're also not responsible to you for:

- any loss suffered due to circumstances beyond our control, such as a force majeure event or caused by a third party for whom we are not responsible;
- any loss, damage or injury suffered as a result of someone that is not directly authorised by us opening, moving, modifying, rewiring, tampering or interfering with and/or repairing or attempting to repair your charger;
- the installation of, or any services provided in relation to, our chargers by someone that is not directly authorised by us. If you have purchased your charger from someone other than us, we are not responsible for the installation of, or any services provided by a third party in relation to, your charger;
- any loss of use, or corruption of, software, data or information;
- any loss suffered as a result of incorrect instructions or information that you have provided to us relating to your installation;
- any loss suffered due to an aborted installation where it is not safe or practical to proceed with the installation; or
- for any loss suffered if the installation is delayed or cannot be performed because you fail to make the location available to us, or prepare the location as required in order for us to perform the installation.

Pod Point is not responsible for installation and/or commissioning works performed by a 3rd party

In the absence of any negligence or other breach of duty by Pod Point, Pod Point is not responsible for any injury, loss or damage caused by any works, services, products or

equipment provided or performed by you or a third party (and not by Pod Point or a party for which it is responsible) in relation to the installation and/or commissioning of your Pod Point home charger.

If the installation and/or commissioning of the charger is not performed by Pod Point, it is your responsibility to ensure that any third party appointed to install and/or commission the charger is appropriately qualified and does so in compliance with all applicable regulations and with reference to Pod Point's technical guidance instructions. Pod Point provides this guidance as a reference only and it is not a substitute for the appointment of competent persons to carry out installation and commissioning.

Do not open, move, modify, rewire, tamper or interfere with your Pod Point home charger once it has been installed

You must ensure that an installed charger is not opened, moved, modified, re-wired, or otherwise tampered or interfered with, without first referring to Pod Point's latest technical guides and/or notifying Pod Point directly and complying with Pod Point's recommendations. Please also see the charger's applicable warranty terms which may be affected by taking such action. If you have any concerns in relation to a Pod Point that has already been opened, moved, re-wired or otherwise has been tampered or interfered with, please notify Pod Point directly so that appropriate advice can be provided, noting that Pod Point assumes no responsibility for your installation by virtue of providing such advice.

In the absence of any negligence or other breach of duty by Pod Point, Pod Point is not responsible for injury, loss or damage caused by the Pod Point home charger being opened, moved, modified, re-wired or otherwise tampered or interfered with by the customer or a third party (and not by Pod Point or a party for which it is responsible).

Nothing in these terms and conditions excludes or limits our responsibility for death or personal injury caused by our negligence (including our agents and subcontractors), fraud or fraudulent misrepresentation, or for our breach of any of your legal rights you have as a consumer (including the right to receive the products which are fit for purpose, as described and which are of satisfactory quality and the installation services provided with reasonable care and skill).

We're not responsible for any loss or damage caused if we fail to comply with these terms or if there is a delay or we are unable to provide the products and services to you, as a result of something beyond our reasonable control (for example, severe weather, accidents, pandemic or unpredictable traffic delays). We're also not responsible for any loss or damage if something was unavoidable despite us using reasonable care and skill to avoid it. This could include things like: land ownership issues, power supply or existing wiring problems.

So you won't be able to claim for losses that resulted from circumstances that we couldn't or shouldn't have been expected to know about.

Local Power Network Conditions

The rate your charger is capable of charging at is ultimately determined by local power network conditions - in other words, how much power is available at the location where it is installed. We may need to reduce the charging rate of the charger to match any limit arising from the wiring installation at your home or as required by the local power network operator.

These local power network conditions vary continuously due to the local electrical load and also as a result of local generation. If, at any time, there is not enough power available to charge at the maximum rate your charger is capable of, it may be temporarily restricted to a lower charging rate until the local conditions improve.

Local power network conditions are not under Pod Point's control and therefore we do not guarantee any particular power output or availability period in relation to your charger, and accepts no liability or responsibility for performance or availability issues arising therefrom.

Your information

We may use any personal data that you provide to us in accordance with our Privacy Notice, and as set out in these terms.

We will always process personal data fairly and lawfully in accordance with your rights. The processing of your personal data is necessary to perform this contract with you, and will not unduly prejudice your privacy. We may need to share your data with third parties in order to process it and comply with industry obligations. For example, we may provide government departments and other public bodies, utilities or licensed energy suppliers with electricity consumption data from our chargers (in an anonymised form) to inform future strategy and policy development.

We will take steps to ensure that any personal data we process is accurate, adequate, relevant and not excessive. We will not process it for any unconnected purpose unless you have agreed or we have another legitimate basis to do so. You may ask that we correct inaccurate personal data relating to you.

Other legal stuff

We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover payments under our contract with you) or obligations under this contract to someone else without your consent. This will not affect your rights under these terms or under our warranty.

You may not transfer our contract with you or your rights under it without first getting our written consent.

If you breach these terms and we do nothing or delay taking action, we will still be entitled to take action to enforce this breach or a similar or subsequent breach of the contract with you.

Each of the paragraphs in these terms operate separately. If any of these terms are held invalid or unenforceable for any reason, the remainder of the terms shall continue in full force and effect.

Making changes to these terms

These terms will always be available on our mobile app and on our website.

We can make changes from time to time to our terms. We can make favourable changes to these terms for any reason. We can also make proportionate changes for one or more of the following reasons:

- to reflect updates to functionality, security, options or services provided by us or your charger;
- to reflect changes to third party terms and conditions that apply to us or our website or mobile app;
- to reflect changes to any requirements of local power network operators and their conditions;
- to respond to requirements placed on us by a competent authority, including any local authority or council;
- to reflect changes in any relevant laws or regulations or industry codes of practice.

If we make changes that are clearly in your favour, we'll tell you once we've made them. Otherwise, we'll give you reasonable notice and tell you our reasons in the most secure way, using one of our usual channels.

If something goes wrong – summary of your legal rights

The Consumer Rights Act 2015 provides you with certain legal rights in relation to the provision of the products and services. We are under a legal duty to supply products and services that are in conformity with our contract with you.

Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office, visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If there is a problem with any products or services you have purchased from us, please contact us as soon as is reasonably possible to allow us a reasonable opportunity to repair or fix any problems.

If you use an installer other than one of our experts or authorised Partner Installers to repair, move or otherwise interfere with the Pod Point home charger, we will not be responsible for any faulty works undertaken, or damage caused by them.

Complaints

If you are unhappy with us, or the products and services we have provided to you, please contact us at help.pod-point.com, we will deal with your complaint in accordance with our Complaints Handling Policy which can be viewed [here](#).

English law applies to these terms and conditions and any disputes or claims will be settled by the courts of England or Wales, or if you live in Scotland or Northern Ireland, you can choose to bring a claim in the courts of England and Wales, or the courts of another part of the UK in which you live.

Model Cancellation Form

(Complete and return this form if you wish to cancel your order under the cooling off period as set out above)

Model Cancellation form

To: Pod Point Limited, 222 Gray's Inn Road, London, WC1X 8HB

I/We [] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following products [*]/the supply of the following service [*],*

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

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

Schedule of Additional Charges

As referred to above, we have set out below a list of the situations in which additional charges may be applied in addition to the price you paid when you ordered our product:

Situation	Charge
Cancellation/ re-arranging installation date with less than 2 working days' notice	£50
Customer not present at installation address or we cannot gain access on date of installation due to no fault of our own	£50
Failure to schedule your install within 3 months of order confirmation	Increase to installation cost at current rates
Cancellation following failure to schedule your install within 3 months of order confirmation	£50 plus any exceptional costs properly incurred
Failure to complete OZEV documentation within 3 months of order confirmation resulting in cancellation of order	£50 plus any exceptional costs properly incurred
Non-standard installation requiring additional works	As per quote

2) Pod Point Public Charger Network Terms of Use

These terms were updated in June 2024.

Who we are and how to contact us

We are Pod Point Limited and Pod Point public chargers (as indicated on the charger by our Pod Point brand identifiers and as located on the map on the Pod Point website and mobile app) are operated by us. Our network is a mixture of free to use and pay as you go chargers. Some accessible by RFID card, and some accessible using our website and mobile app.

This section details the terms and conditions which you are agreeing to by signing up to and using our public charger network.

We are registered in England and Wales under company number 06851754 and have our registered office at 222 Gray's Inn Road, London, WC1X 8HB. Our VAT number is 278743455. We are a limited operating company and a wholly owned subsidiary of Pod Point Group Holdings PLC.

To contact us, you can:

- visit our helpdesk and raise a support enquiry at help.pod-point.com
- Phone us on (+44) 01784 614054
- Or send a letter to: Pod Point Limited, 222 Gray's Inn Road, London, WC1X 8HB

Joining

There is no cost to join the Pod Point public charging network. You can do so from our website or mobile app by registering for an account and confirming your acceptance of these terms and conditions. Once you have successfully registered your account, we will send you a confirmation email that your account has been accepted, at which point a contract will come into existence between you and us.

As users of our network, we ask that you use all chargers safely and with reasonable skill and care.

When using one of our chargers, you must comply with all relevant parking terms and conditions applicable to the location of the charger and any other local parking notices or restrictions which are not set by us. You should check any parking restrictions.

Using free chargers

Some chargers on our network are free to use. When you join our network, you will automatically be able to see and use these chargers via our website or mobile app. There is no cost for using these chargers.

Using a Pay as You Go charger

To use a PAYG charger, you will need to use our mobile website or mobile app. You can find the price for using any particular PAYG charger by locating it on our map in our website or mobile app.

You will need to top up (see details below) and have a balance of greater than £1 on your account to start a charge cycle. If you do not have a sufficient balance on your account, you will need to top up, details of which are covered below.

If you overcharge and your account balance becomes negative (i.e. you owe us), you will not be able to start any further charge cycles until you have topped up your account balance to a positive state. Any negative balance held by you is a debt owed to us and we can claim this back from you. You will not be able to close your account with us until any negative balance is repaid.

Non-PAYG charge points

Some chargers on our network do not support PAYG. These cannot be accessed by our mobile site or mobile app but may be accessed using a RFID card.

Topping Up

In order to use a charger that has a cost associated with it, you will need to have a balance of greater than £1 on your account. If you do not have sufficient balance on your account, you will need to top up to complete your intended charge. Our web sites and mobile apps will walk you through the process of topping up using your chosen credit or debit card.

We do not store your credit/ debit card details. We use established external credit card processing companies to process our financial transactions who are:

WorldPay - <http://www.worldpay.com/>

Stripe - <https://stripe.com/gb>

How our pricing works

Our pricing works on the basis of the amount of energy consumed (per kWh) during the charge. The price (per kWh) is sometimes controlled by the owner of our charger and therefore can change at any time without notice. Always check the price of using any particular PAYG charger before you start using it by locating the charger you wish to use on our map in our website or mobile app, and viewing the tariff information applicable to that particular charger at the time you use it. All of our chargers are given a unique name (such as “Annie-Beatrice”) to help you identify them on our mobile app.

The price of your charge cycle will always be based on the tariff in force for that particular charger at the time you started your charge cycle.

Contactless

For contactless payments, customers can pay by tapping their credit/debit card or by using Google/Apple Pay via the terminal on the charger.

The price per kWh will be displayed on the charger and payment for the session will be taken once the charge ends.

Every contactless charge session is liable to a pre-authorisation amount of £30. This is simply a valid card check. Once the charge session ends, you will be charged for the total kWh used and the £30 pre-authorisation hold will be released.

By tapping your credit/debit card or by using Google/Apple Pay via the terminal on the charger, you are agreeing to accept all of the above terms and to the cost of your electric vehicle charge to be charged to your card account.

The charging fee is inclusive of VAT. If a VAT receipt is required, customers should contact us using the contact details provided above with the last 4 digits of the credit card used, date and the final charge amount and a receipt will be provided.

Cancellation

After you have registered to join the network, you have a right to cancel this contract within 14 days without giving a reason (Cancellation Period).

When you register for your account, you will be asked to tick a box to confirm that you request for us to start providing the services during the Cancellation Period. This means you can begin using our network charging points straight away.

To cancel the contract please contact us at any time by emailing payg@pod-point.com stating that you would like to cancel your account. You can also use the model cancellation form available below.

If you cancel this contract, the contract will end and we will close your account and refund any balance you have topped-up your account with, back onto the credit or debit card on which you last topped up within 20 working days from when you told us you wish to cancel. You will need to pay us for any charging sessions completed up to when we process your cancellation.

Closing your account

You can close your account with us at any time by emailing payg@pod-point.com stating that you would like to close your account. You can also use the model cancellation form available below.

On receipt of your request, we will process your account closure, and, within 20 working days transfer any balance remaining on your account back onto the credit or debit card on which you last topped up.

We reserve the right to close your account and prevent further access to our network of chargers, if you behave in any way that is not in accordance with these terms or applicable law in relation to the use of our chargers.

On closing your account, we will delete your data in accordance with our data retention policy, however we may be required to retain some of your information to comply with legal requirements and financial regulations. Please see our Privacy Notice for further information about how we retain your information.

Model Cancellation Form

You can complete and return this form to payg@pod-point.com if you wish to cancel the contract/ close your account.

Model Cancellation form

To: Pod Point Limited, 222 Gray's Inn Road, London, WC1X 8HB

I/We [] hereby give notice that I/We [*] cancel my/our [*] contract and close my/our [*] account with Pod Point for use of the Pod Point charging network.*

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[] Delete as appropriate*

Access to our chargers

Physical access to chargers on our network is not always controlled by us as a proportion of chargers on our network are owned and controlled by third parties and located on their land. We try our best to ensure that our website and mobile app contains up to date information on when chargers are accessible, and that the information is accurate, however as we are reliant on third parties to inform us of any changes to access, we cannot guarantee the accuracy of this information.

If you find a charger for which our access data is incorrect, please inform us so we can update our map and help other users of the network.

Charger service issues

We will use reasonable care and skill to keep our chargers well maintained and functioning properly where we can, however as we do not own or control some of our charging network and are reliant on the owners of Pod Point chargers on giving us access to provide maintenance and repair services, we can't guarantee availability.

Although problems are rare, from time to time they do happen. Service can be interrupted for a number of reasons including prevention of access, telecoms issues, grid connection and other electrical issues as well as other matters that are not within our control. We try to resolve issues on our network as soon as possible after becoming aware of them.

Where you have an issue, or become aware of an issue with a charger on our network we would ask that you inform us, so we can consider the best course of action to resolve that issue.

We reserve the right to suspend or limit the services provided at our chargers in order to deal with technical issues and maintenance. We also may need to decommission and/or remove chargers from our network from time to time.

Charging stats report & business miles

A report can be generated from the “Stats” section in our Pod Point mobile app, which presents all home, public and workplace charges. You can include your total mileage and your business miles in the report if desired.

Total miles⁽¹⁾ and total business miles⁽²⁾ costs are calculated using a blended rate of all charges based on the selected date range:

- ⁽¹⁾ **Total miles:** means the total number of miles the EV driver has completed over a period of time selected by the user.
- ⁽²⁾ **Total business miles:** means the total number of miles the EV driver is looking to have reimbursed by their company over a period of time selected by the user.

In order to calculate home charge costs, mobile app users should enter their day and night energy tariff(s) during sign up, or in the account section of the app. By failing to input the exact tariff(s), we will use a default rate, which may not be the same as your home charging costs.

Public charges are calculated based on the electricity tariff charged by the owner of the charger. Workplace charges are set by the company providing the charger. Please be aware, if the company does not provide their exact energy cost, a standard default rate will be used.

The stats report is intended as a guideline only and we are not responsible under any circumstance for any loss, corruption, discrepancies of data nor your use of the stats report or any data or content within it. Please speak to your tax advisor before using any data from a stats report as part of a tax return.

Accuracy of content

We will use reasonable care and skill in the preparation and ongoing running of our charger network, however we do not guarantee that information contained on our website and mobile app and other locations relating to our network is correct or up to date.

Where you see any information which is inaccurate or out of date, please let us know so we can update our map and help other users of the network.

Limitation of Liability

We provide our charger network and our website and mobile app to you 'as is' and it is your responsibility to use all of these services in an appropriate way and in accordance with applicable law.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a direct and foreseeable result of our breaking this contract or our failing to use reasonable care and skill in our provision of the services. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew, or reasonably should have known it might happen.

We are not responsible to you for the following:

- any loss or damage that was not reasonably foreseeable to you and us when these terms were entered into;
- any loss or damage that was not caused by any breach of duty or negligence on our part, including any loss or damage caused by:
 - something beyond our control, such as any third-party having opened, moved, tampered or otherwise interfered with or damaged the chargers or failures in the electricity distribution network; or
 - your failure to follow our instructions in relation to your use of a charger (including when connecting and disconnecting your vehicle to/from the charger);
- any business losses; or any loss of income, goodwill, opportunity, anticipated savings or profits, loss of property or loss of use of property, and any loss or damage that is not a direct result of our breach, whether foreseeable or otherwise;
- any changes to the number or locations of our chargers on the network;
- third party damage to vehicles or any other third-party property caused by you whilst using our charger network;
- any out of date or incorrect information displayed on our website or mobile app;
- suspension or loss of access to our website or mobile app or to any functionality due to restrictions to your device or due to circumstances outside our control (such as network availability); and

- unauthorised use or misuse of your account for any reason for which we are not responsible, provided we have at all times complied with our obligations to keep your account safe and secure.

Nothing in these terms and conditions excludes or limits our responsibility for death or personal injury caused by our negligence (including our agents and subcontractors), fraud or fraudulent misrepresentation, or for our breach of any of your legal rights you have as a consumer (including the right for the services to be provided with reasonable care and skill).

You will be responsible to us for any claims, costs, damages, losses, liabilities, expenses or legal proceedings brought against us by any other person as a result of your use of our charger network.

This limitation on liability clause will continue to apply after these terms have expired or have been terminated.

If something goes wrong

The Consumer Rights Act 2015 provides you with certain legal rights in relation to the provision of our services. The services must be carried out with reasonable care and skill, and you can ask us to repeat or fix the services if this is not the case.

This is a summary of your legal rights. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office, visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

Complaints

If you are unhappy with us, or services we have provided to you, please contact us at the details provided above, we will deal with your complaint in accordance with our Complaints Handling Policy which can be viewed [here](#).

Changes to our T&Cs

We can make changes from time to time to our terms. We can make changes which are beneficial or do not have an adverse impact of you, for any reason. We can also make proportionate changes for one more of the following reasons:

- to reflect updates to functionality, security, options or services available on our network or by using our mobile website and app;

- to reflect changes to any requirements of the hosts and owners of our Pod Point chargers and the electricity network operators and their conditions;
- to reflect changes to third party terms and conditions that apply to us or our website or mobile app;
- to reflect changes in any relevant laws or regulations or industry codes of practice.

If we make changes that are clearly in your favour, or if they aren't likely to have an adverse effect on our network, we'll tell you once we've made them by publishing the changes on our website or in the mobile app. Otherwise, we'll give you reasonable notice of the changes in the most secure way, using one of our usual channels.

Law and jurisdiction

English law applies to these terms and conditions and any disputes or claims will be settled by the courts of England or Wales, or if you live in Scotland or Northern Ireland, you can choose to bring a claim in the courts of England and Wales, or the courts of another part of the UK in which you live.

Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

3) Pod Point Website Terms of Use

These terms were updated on XX November 2022.

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What's in these terms?

These terms tell you the rules for using our website (www.pod-point.com) and all of the associated websites operated by us (our site).

Who we are and how to contact us

We are Pod Point Limited and www.pod-point.com and all of its associated websites are operated by us.

We are registered in England and Wales under company number 06851754 and have our registered office at 222 Gray's Inn Road, London, WC1X 8HB. Our VAT number is 278743455. We are a limited operating company and a wholly owned subsidiary of Pod Point Group Holdings PLC.

To contact us, you can:

- visit our helpdesk and raise an enquiry at help.pod-point.com
- Phone us on (+44) 01784 614054
- Or send a letter to: Pod Point Limited, 222 Gray's Inn Road, London, WC1X 8HB.

By using our site you accept these terms

By using our site, you confirm that you accept these Website Terms of Use and that you agree to comply with them.

If you do not agree to these terms, you should not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These Website Terms of Use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Notice and Cookie Policy which sets out how we may use your personal information and information about the cookies on our site.

- Our Website Acceptable Use Policy which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Website Acceptable Use Policy.

We may make changes to our site

We may make changes to these terms from time to time for one or more of the following reasons:

- to reflect updates to functionality, software, security, options or services made available through our website;
- changes to reflect third party terms and conditions that apply to us or our website or mobile app;
- to reflect changes in any relevant laws or regulations or industry codes of practice;
- to add or remove services provided through our website or mobile app;
- to keep the content up to date and accurate.

Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. We will try to give your reasonable notice of any material changes that we make.

We may suspend or withdraw our site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Website Terms of Use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Our UK site is only for users in the United Kingdom

Our UK site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our site in breach of these Website Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by

our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- Different limitations and exclusions of liability will apply to liability arising as a result of the supply and use of any products to you, which are set out in our specific terms of sale.
- If you are a business user:
 - We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
 - We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
 - In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.
- If you are a consumer user:
 - Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 - If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

How we may use your personal information

We will only use your personal information as set out in our Privacy Notice.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Website Acceptable Use Policy.

You agree that any such contribution does comply with those standards, and you will be liable to us and be responsible to us for any breach of those standards. This means you will

be responsible for any loss or damage we suffer as a result of your breach of our Website Acceptable Use Policy.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described below in *Rights you are giving us to use material you upload*.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Website Acceptable Use Policy.

You are solely responsible for securing and backing up your content.
We do not store terrorist content.

Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the site or the service;
- a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content for their purposes or in accordance with the functionality of the site.

We are not responsible for viruses and you must not introduce them

We will do all that we reasonable can to ensure our site will be secure or free from bugs or viruses but we cannot guarantee this.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain

unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our Website Acceptable Use Policy.

If you wish to link to or make any use of content on our site other than that set out above, please contact us using the contact details provided above.

Which country's laws apply to any disputes?

If you are a consumer, please note that these Website Terms of Use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Website Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Our trade marks are registered

“Pod Point”, “Carbon Sync” and “Cloud Array” are UK registered trade marks of Pod Point Limited. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under the section above *How you may use material on our site*.

4) Pod Point Website Acceptable Use Policy

Prohibited uses

You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as described herein.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- To upload terrorist content.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Website Terms of Use;
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

Interactive services

We may from time to time provide interactive services on our site, including, without limitation:

- Video-sharing facilities.
- Chat rooms.
- Bulletin boards.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

We do not store terrorist content.

Content standards

These content standards apply to any and all material which you contribute to our site (**Contribution**), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution originates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain 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.
- Contain any advertising or promote any services or web links to other sites.

For the avoidance of doubt, for any Contribution in the form of video content:

- You must tell us immediately, if you upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18 (restricted material).
- You must not upload a video containing harmful material.
- You must not upload a video containing advertising for any of the following:

- cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or
 - for alcoholic drinks that are not aimed specifically at under 18s and do not encourage immoderate consumption of alcohol.
- Any advertising included in a video you upload must not:
 - prejudice respect for human dignity;
 - include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
 - encourage behaviour prejudicial to health or safety;
 - encourage behaviour grossly prejudicial to the protection of the environment;
 - cause physical, mental or moral detriment to persons under the age of 18;
 - directly exhort such persons to purchase or rent products or services in a manner which exploits their inexperience or credulity;
 - directly encourage such persons to persuade their parents or others to purchase or rent products or services;
 - exploit the trust of such persons in parents, teachers or others; or
 - unreasonably show such persons in dangerous situations.
- You must use the functionality provided on our site to declare whether, as far as you know or can reasonably be expected to know, any video contains advertising.

Breach of this policy

When we consider that a breach of this Website Acceptable Use Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Website Acceptable Use Policy constitutes a material breach of our Website Terms of Use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

5) Pod Point Mobile App Terms of Use

These terms were updated on XX November 2022.

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Please read these licence terms carefully

By downloading our app you agree to these terms. If you do not agree to these terms, do not download the app.

Who we are and what this agreement does

We, Pod Point Limited, are registered in England and Wales under company number 06851754 and have our registered office at 222 Gray's Inn Road, London, WC1X 8HB.

We license you to use:

- Our Pod Point mobile application software and the data supplied with the software (App) and any updates or supplements to it.
- The related online or electronic documentation (Documentation).
- The service you connect to via the App and the content we provide to you through it (Service).

as permitted in these terms.

Your privacy

We only use any personal data we collect through your use of the App and the Services in the ways set out in our Privacy Notice.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Apple App Store and Google Play Store terms also apply

The ways in which you can use the App and Documentation may also be controlled by the applicable rules and policies of the relevant appstore and their policies will apply instead of these terms where there are differences between the two.

Operating system requirements

This app requires your device to have Android 11 or iOS 11 or later.

You will need internet access to download the app and you are responsible for any charges you may incur in connection with your download.

We are not responsible to you if you are unable to download the app due to a poor internet connection, because your device does not meet the minimum technical requirements, or for any other reason outside our control.

Once you have downloaded the app, you will be able to use the services provided via the app once you have registered for an account, or logged into your account and accepted the terms and conditions of the service.

Support for the app and how to tell us about problems

If you want to learn more about the App or the Service or have any problems please take a look at our support resources at www.pod-point.com.

Contacting us (including with complaints)

If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason you can:

- visit our helpdesk and raise an enquiry at help.pod-point.com
- Phone us on (+44) 01784 614054
- Or send a letter to: Pod Point Limited, 222 Gray's Inn Road, London, WC1X 8HB.

We will deal with your complaint in accordance with our Complaints Handling Policy which can be viewed [here](#).

Using the App, email, phone or mail to your home address, we'll send you any agreements, statements and other notices. If any of your contact details change, including moving abroad, you should let us know as soon as possible.

You may not transfer the app to someone else

We are giving you personally the right to use the App and the Service as set out above. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

Changes to these terms

We may make changes to these terms from time to time, for or more of the following reasons:

- to reflect updates and changes to functionality, software, the operating system, security, options or services made available through the app;
- changes to reflect third party terms and conditions that apply to us or the app;
- to reflect changes in any relevant laws or regulations or industry codes of practice;
- to reflect additional features, or add or remove services provided app;
- to keep the content up to date and accurate.

If you do not accept the notified changes you should not continue to use the App or the Service.

Update to the app and changes to the service

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you bought it.

If someone else owns the phone or device you are using

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

We may collect technical data about your device

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

We may collect location data (but you can turn location services off)

Certain Services, such as our map, will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.

You may stop us collecting such data at any time by turning off the location services settings on your device but this may impact your use of the App and Services and you will not be able to use those Services that rely on location data.

We are not responsible for other websites you link to

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information

necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:

- is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- is not used to create any software that is substantially similar in its expression to the App;
- is kept secure; and
- is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

Acceptable use restrictions

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

Intellectual property rights

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity.

Limitations to the App and the Services. The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

We may end your rights to use the app and the services if you break these terms.

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

You may end this agreement and stop using the services at any time by closing your account and deleting the app.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

No rights for third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

If a court finds part of these licence terms illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing these licence terms, we can still enforce it later

Even if we delay in enforcing these licence terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to these licence terms and where you may bring legal proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.