

# Connected — Kerb

## Connected Kerb App Terms & Conditions

### Introduction

We are Connected Kerb Limited, a company registered in England with company number **11062616** whose registered office is at **C/O James Cowper Kreston, 5 Chancery Lane, London, United Kingdom EC4A 1BL**.

Through our Connected Kerb network, we provide electrical vehicle charging services to our customers.

Further information about the services we provide is available at [www.connectedkerb.com/drivers](http://www.connectedkerb.com/drivers)

The provision of our services is subject to the Terms and Conditions set out below.

**By ticking the checkbox on the registration page, you accept the following Terms and Conditions.**

**For information on how we process your personal data, please visit our [Privacy Policy](#).**

### Terminology Explained

**Ad-Hoc Payment or PAYG:** refers to ad-hoc payments or pay as you go, and is the payment mechanism relating to the provision of Services to our customers in relation to the use of Charge Points, the electricity supplied and any other Services provided by us to our customers.

**Auto top-up:** means the mechanism whereby you grant us permission under a Recurring Payment Authority to top up your Connected Kerb Account. This is done automatically from the debit/credit card you have assigned for Auto top-up payments.

**Carbon Credit:** means any right, interest, unit, credit entitlement, benefit or allowance to make (now or in the future) greenhouse gas emissions.

**Carbon Credit Scheme** means any voluntary, regulatory or legal regime, scheme or arrangement connected with the removal, limitation, reduction, avoidance, abatement, offset, seizure or mitigation or conservation of any greenhouse gas emissions or equivalent from the atmosphere, including the creation, transfer, renewal, replacement or variation of any associated Carbon Credits.

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

**Commencement Date:** means the date upon which you complete the Registration Process for the app as evidenced by our acknowledgement of the completion of this process through a welcome email.

**Connected Kerb Account:** is your account with us in which purchased Units are held. Any fees or charges you incur relating to the purchase of Services will be deducted from your Connected Kerb Account balance. Any additional Units purchased by you will be added to your Connected Kerb Account balance.

# Connected Kerb

**Connected Kerb Card:** the RFID card that you may be elected to receive if your employer or workplace has placed an order (please enquire with your employer if you are unsure). The Connected Kerb Card provides a convenient method of accessing and using Charging Points within our network, and doesn't require the use of a separate mobile device or otherwise rely on the availability of signal from a corresponding mobile network for that mobile device to access our Connected Kerb platform. Please note that the RFID card must be registered on the application and the payment method must be added on the application.

**Data Protection Legislation:** means (i) the Data Protection Act 2018 ("DPA 2018"); (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("PECR"); (iii) the General Data Protection Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR"); (iv) any laws or regulations giving effect to or corresponding or equivalent to (i) - (iii) above; and (v) any laws which replace, extend, re-enact, consolidate or amend any such laws. References to **Personal Data** and **Sensitive Personal Data** shall have the meanings set out in the the UK GDPR.

**Event Outside Our Control:** is defined in clause 11.

**Fees / Charges:** the amounts payable by you in connection with your use of a Charging Point and the electricity supplied by us to you in order to recharge your electric car. The charges are based on the published tariffs as described in accordance with clause 5.

**Recurring Payment Authority:** means an arrangement you enter into with us and your bank, where you give us permission to take top-up payments from your debit/credit card as controlled by you. Such payments are only to add pay as you go credit (**Units**) to your Connected Kerb Account.

**Registration Process:** the process by which you register online via the application.

**Services:** the services to be provided to you by us under these Terms, together with any other services which we provide or agree to provide to you in writing.

**Terms:** means these Terms and Conditions (as amended from time to time) which constitute the contract between you and us and set out the basis in which we will provide our Services and access to the Charge Points which you use.

**VAT:** Value added tax chargeable under English Law for the time being and any similar additional tax.

**'we', 'our', or 'us':** Connected Kerb.

**Website:** Our website, available at [www.connectedkerb.com/drivers](http://www.connectedkerb.com/drivers) together with all available pages of this Website and relevant Customer portals.

**you or your:** you as the customer who has completed the Registration Process and whose name is displayed on the order form/confirmation email.

## TERMS

### 1. Our Contract with you

1.1. These are the terms and conditions on which we supply the Services to you.

# Connected — Kerb

- 1.2. Please ensure that you read these Terms carefully before you apply to register with us as a customer.
- 1.3. These Terms become binding on you and us when you have completed the Registration Process.
- 1.4. Your use of the Charge Points in our Connected Kerb Network using a Connected Kerb Card or via a smartphone device is conditional upon your compliance with these Terms.
- 1.5. You represent and warrant that the information that you provide to us is true and accurate. You shall notify us as soon as practicable if any information or details change.

## **2. Changes to these Terms**

- 2.1. We may revise these Terms from time to time in the following circumstances:
  - 2.1.1. changes in relevant laws and regulatory requirements;
  - 2.1.2. to reflect changes in the way in which we accept payment for the Services; or
  - 2.1.3. any changes in our business model; or
  - 2.1.4. any circumstance which affects the way in which we are able to provide the Services;or
  - 2.1.5. any other circumstance which, in our reasonable opinion, necessitates a change to these Terms.
- 2.2. If we need to revise these Terms under clause 2.1, we will give you at least 14 days written notice of any changes to these Terms before they take effect. If you do not wish to accept the revised Terms you may cancel the contract in accordance with clause 8.

## **3. Providing Services**

- 3.1. We will supply the Services to you from the Commencement Date until these Terms are cancelled in accordance with clauses 8 or 9.
- 3.2. We will make every effort to provide the Services to you in a timely and efficient manner. However, the provision of the Services may be delayed or suspended due to an Event Outside Our Control. See clause 11 for Our responsibilities should an Event Outside Our Control happen.
- 3.3. We may have to amend, reduce or suspend the Services either altogether or from specific Charge Points to address technical problems affecting the Charge Points.
- 3.4. If you do not pay us for the Services when you are supposed to, we may suspend the Services with immediate effect until you have paid us the outstanding amounts. We will contact you to tell you should this situation arise.

## **4. Customer Registration, Accounts and Payment**

- 4.1. You will be required to complete the Registration Process and in doing so provide certain data about yourself. Under Data Protection Legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our privacy notice, a link to which can be found above, and it is important that you read that information.
- 4.2. In order to use the Charge Points you will be required to provide us with your debit or credit card details. Please note the following:

# Connected — Kerb

- 4.3. We use an encrypted secure payment mechanism, to ensure your debit/credit card details are safe;
  - 4.3.1. We only accept payment in Pounds (£) Sterling;
  - 4.3.2. We only accept payment using a Visa, Mastercard, Maestro, Solo, American Express; and
  - 4.3.3. All credit/debit card payments are subject to authorisation by your credit/debit card issuer.
- 4.4. In order to use a Charge Point, you will be required to add credit (through the purchase of Units) to your Connected Kerb Account on the Connected Kerb app.
- 4.5. The default method for adding credit is through an Auto top-up mechanism. When registering you will be required to give us a continuous payment authority. You can do this by visiting our Website and following the procedure to top-up your Connected Kerb Card with credit. The Auto top-up operates so that when your Connected Kerb Account falls below zero, we take a payment from your debit/credit card in order to top your account back up to £10.00.
- 4.6. We will send you an email notification within 48 hours each time you top up your Connected Kerb Account.
- 4.7. Should you decide to opt out of the Auto top-up mechanism and decide to use Ad-Hoc Payments or PAYG to top-up your Connected Kerb Account may move into negative credit if you fail to top-up your account. If your account is negative, you will not be able to charge your car until you add more credit to your Connected Kerb Account.
- 4.8. You can view your account balance on the Connected Kerb app, under “Balance”.
- 4.9. If you do not update your credit/debit card details, you will not be able to use the Services and your Connected Kerb Account may be suspended.
- 4.10. You are responsible for maintaining the confidentiality of your online username and password (“**Login Details**”) and for restricting access to your computer to prevent unauthorised access to your Connected Kerb Account and/or use of your Connected Kerb Card. You must keep your Login Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them or your Connected Kerb Card. You must not disclose your Login Details to any other person or record your Login Details in any way that may result in them becoming known to another person. You agree to accept responsibility for all activities that occur under your Connected Kerb Account. You should inform us immediately if you have any reason to believe that your Login Details have become known to anyone else, or if the Login Details are being, or are likely to be, used in an unauthorised manner.

## 5. Tariffs and Payment

- 5.1. The Fees/Charges for using the Charge Points are calculated based on the price of use of each Charge Point and will take into account the amount of electricity consumed, time at the Charge Point and the type of Charge Point.
- 5.2. Our tariffs are displayed at each Charging Point and/or otherwise communicated prior to the provision of the Services, as updated from time to time. These tariffs include VAT.
- 5.3. On completion of a successful charge, you will receive notification of the charging event setting out the time of the charge, electricity consumed and cost to you of the charging event. These details will also be set out in your Connected Kerb Account information

# Connected — Kerb

available online. The Fees / Charges for each successful charge will then be deducted from your Connected Kerb Account.

- 5.4. We may charge you additional fees (“**Overstay charges**”) if your connection exceeds a specified period. The time after which such Overstay charges will be levied is referred to as the “**Overstay period.**” The Overstay period as well as the amount of the Overstay charges will be indicated on our Website and at the Charge Point. On the Website these will be shown on a location by location basis and will only be visible once you select a socket. An Overstay charge will be charged if you remain connected to the Charge Point for an Overstay period.

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

- 6.1. In the event that there is any defect with the Services or any Charge Point please contact us and tell us as soon as reasonably possible (see our Website for contact details).
- 6.2. In certain instances we may not own the Charge Points and may not be directly responsible for their condition, upkeep or maintenance. We shall nevertheless endeavour to ensure that the Charge Point providers remedy any material defect as soon as reasonably practicable.
- 6.3. As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens’ Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 7. How to Contact Us

- 7.1. If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer care team at 0800 029 1696 or by emailing us at [support@connectedkerb.com](mailto:support@connectedkerb.com)

Postal address:

Connected Kerb,  
The Tapestry Building  
51-52 Frith Street,  
London, United Kingdom,  
W1D 4SH

## 8. Your Rights to Cancel and Applicable Refund

- 8.1. You may cancel your contract with us for the Services at any time with immediate effect by notifying us via email at [support@connectedkerb.com](mailto:support@connectedkerb.com). Your rights to cancel this contract are in line with your legal rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

# Connected — Kerb

- 8.2. If You cancel the contract within 14 days from the Commencement Date, we will refund the cost of the Connected Kerb Card (if applicable) as well as any balance in your Connected Kerb Account.
- 8.3. If You cancel the contract after 14 days from the Commencement Date we will refund the balance of any payment made to us which you have not used.
- 8.4. We will make any refunds to you within 14 days of notification of cancellation being received from you. We refund you by the method you used for payment.

## 9. Our Rights to Cancel and Applicable Refund

- 9.1. We may cancel our contract with you for the Services at any time by providing you with at least 30 days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, we will refund these amounts to you within 14 days of notification of cancellation being received from you. We refund you by the method you used for payment.
- 9.2. We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
  - 9.2.1. you do not permit the pre-authorisation to create a Recurring Payment Authority or pay us when you are supposed to, or
  - 9.2.2. You break the contract in any other material way and you do not correct or fix the situation within 30 days of us asking you to in writing.

## 10. Our Liability to You

- 10.1. If we fail to comply with these Terms, we are only responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or due to our negligence. We shall not be responsible for any unforeseeable loss or damage.
- 10.2. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract. For the avoidance of doubt and subject to clause 10.3 loss or damage due to an Event Outside Our Control does not constitute loss or damage resulting from our breach of the Terms or our negligence.
- 10.3. We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.4. We do not exclude or limit in any way our liability for:
  - 10.4.1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - 10.4.2. fraud or fraudulent misrepresentation;
  - 10.4.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - 10.4.4. breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

# Connected — Kerb

10.4.5. defective products under the Consumer Rights Act 2015.

## 11. Events Outside our Control

- 11.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.
- 11.2. An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 11.3. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
  - 11.3.1. We will contact you as soon as reasonably possible to notify you; and
  - 11.3.2. Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, we will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 11.4. You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clause 8. We may only cancel the contract if the Event Outside Our Control continues for longer than 6 weeks in accordance with our cancellation rights in clause 9.

## 12. Carbon Reduction Projects

- 12.1. Where we are eligible, we wish to participate in greenhouse gas emission reduction projects including Carbon Credit Schemes, which will allow the contributions that our Charge Points and Services make to the reduction of greenhouse gases in the local community and environment to be certified. To enable us to do this, and unless we agree with you otherwise in writing (or we are otherwise unable to do so under the law), we (or someone we nominate) will retain ownership and control of all data generated and collected through the Charge Points and from our Services, including but not limited to charging data, usage patterns, and associated emissions data ("**Charging Data**").
- 12.2. The Charging Data may be used by us (or someone we nominate) to quantify and verify reductions in greenhouse gas emissions and we may collaborate with relevant environmental agencies, regulators, Carbon Credit Scheme operators or Carbon Credit trading platforms to create and enable the process of earning, registering, and trading Carbon Credits based on the emissions reductions associated with the Charging Data.
- 12.3. You agree that we will be the only owner of the Charging Data and have the right to use, analyse, and keep this Charging Data for the purpose of Carbon Credit calculations, emissions reduction reporting, and related environmental initiatives and

# Connected — Kerb

you will not do anything that would create a third party interest, ownership, encumbrance or other restriction in respect of such Carbon Credits or Charging Data.

- 12.4. You agree we will have the right to deal with any Carbon Credits as we see fit, including by transfer or sale to any third party.
- 12.5. We will always handle the Charging Data in compliance with applicable data privacy and security regulations.
- 12.6. This clause shall remain in effect for the duration of our contract with you and any subsequent periods required for Carbon Credit accounting and reporting.

## 13. Third-Party Software/ Service Providers

- 13.1. We may use UXCam, which is an analytics solution. UXCam may record: Screens visited, Interaction patterns (such as screen actions, gestures: taps, scrolls), and Device details (Type, Version, Model, Operating System). We are using the information collected by UXCam to improve our app.
- 13.2. UXCam does not collect personally identifiable information and does not track your browsing habits across apps. For more information see [Privacy Policy](#) for Information Collected by the UXCam Service.

## 14. Other Important Terms

- 14.1. We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.
- 14.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 14.3. This contract is between you and us. No other person shall have any rights to enforce any of its Terms.
- 14.4. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.6. These Terms are governed by English Law and we both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.