

AMP EV Ltd T: 0800 368 9125  
Sutton House E: sales@ampev.co.uk  
13a, Duke Street W: www.ampev.co.uk  
Southport Company Reg No: 10795839  
PR8 1LS Vat No: GB 114897394



## AMP EV Ltd – EV Charging Back Office Platform ‘ampev.chargingsites’ Software

### Terms & Conditions

AMP EV LTD is a professional provider of electric vehicle chargepoints, installation and management. These terms and conditions (Terms) set out how AMP EV LTD will deliver the software (Software) and related services (Services) which you order.

### Ordering AMP EV LTD Software and Services

You may place orders by accepting in writing the terms of a quotation AMP EV LTD has provided to you or by placing a written order in accordance with the terms of any framework agreement in place between us. All orders will be subject to and incorporate these Terms.

AMP EV LTD may accept or decline orders for Software or Services at its absolute discretion. AMP EV LTD shall have no obligations in relation to an order until it has accepted the order in writing, at which point a contract will be formed (Contract).

### Your responsibilities to AMP EV LTD

AMP EV LTD believes that accessible and easy electric vehicle charging is a key success factor in promoting the mass adoption of electric vehicles. To help AMP EV LTD:

Where there is an issue with a chargepoint that affects the use of the chargepoints you will report the issue promptly to AMP EV LTD

You agree that you will operate the Software in accordance with the relevant Documentation provided to you and you will not attempt to change the coding or affect the Software in any way without AMP EV LTD’s prior written consent.

### AMP EV LTD charge point configuration

AMP EV LTD provides full support at installation and post-installation for the proper configuration of electric vehicle chargers so that connection between the charger(s) and AMP EV LTD will be as simple and straightforward as possible.

SIM cards, eSIMS and their data charges are not provided unless specified and agreed at the time of Agreement. AMP EV LTD cannot be held responsible should the installation fail to ensure internet-based communication with AMP EV LTD.

### Software

Failure to maintain an active Software subscription with AMP EV LTD means that your chargepoints may no longer function fully.

You agree to only use the AMP EV LTD network:

- for the purpose of managing your AMP EV LTD chargepoints;
- in a lawful manner and which does not adversely impact other users; and
- in accordance with these Terms.

The rights provided under these Terms are granted to you only, and shall not be considered granted to any subsidiary or holding company of yours without AMP EV LTD’s prior written consent, such consent not to be unreasonably withheld.



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AMP EV LTD warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms.

AMP EV LTD reserves the right, without liability or prejudice to its other rights, to disable your access to AMP EV LTD if you breach the provisions of these Terms.

A subscription to AMP EV LTD allows you to manage your chargepoints through a web interface.

AMP EV LTD undertakes to use reasonable endeavours to maintain the uptime of the AMP EV LTD platform, however:

AMP EV LTD does not warrant that your service will be uninterrupted or error-free; or that AMP EV LTD and/or the information obtained by you through AMP EV LTD will meet your requirements; and:

AMP EV LTD is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that AMP EV LTD may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

AMP EV LTD is constantly improving the Software, and it reserves the right to add, modify and remove functionality as it sees fit.

Access to AMP EV LTD must be limited to your employees and those of your contracted parties. You shall make reasonable endeavours to ensure people who have access to a AMP EV LTD account use best practice in choosing and securing their log in credentials.

You agree to use all reasonable endeavours to prevent any unauthorised access to, or use of, and in the event of any such unauthorised access or use, to promptly notify AMP EV LTD.

## Data

AMP EV LTD collects data from electric vehicle drivers in relation to use of your chargepoints. This usage data will be owned and managed by AMP EV LTD.

AMP EV LTD stores data using industry standard security and encryption, and it will take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the data.

AMP EV LTD may not share data relating to the location of your chargepoints with third parties without express written permission from you..

In relation to data generated by your chargepoints, AMP EV LTD grants you a non-exclusive, non-transferable, revocable, licence for internal business use only whilst you have an active subscription, to:

- access, view and manipulate data and create derived data;
- store the data and manipulate data;
- distribute the data and manipulated data.

Whilst AMP EV LTD uses reasonable endeavours to ensure the accuracy of the data, it will not be liable for any loss or damage in the event that the data is inaccurate.

Whilst AMP EV LTD uses reasonable endeavours to protect the data, its systems, including use of backup services and industry standard security solutions, AMP EV LTD excludes any liability to the fullest extent permitted by law for damage to or loss of data.



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### Setting your chargepoints as Private access

Where you set a chargepoint as private, you will be able to limit access to the chargepoint to a defined set of people (for example employees of your company).

Those people will be able to see your chargepoints on AMP EV LTD's app, but AMP EV LTD will not advertise the chargepoint beyond the inclusion on the map for your chosen set of people.

### AMP EV LTD Billing functionality and reporting

While you have an active AMP EV LTD subscription, AMP EV LTD can enable AMP EV LTD billing functionality for your chargepoints on request.

AMP EV LTD billing functionality is based around a mobile phone app, RFID cards or mobile-friendly web pages, and where an app relies on the EV driver having an Android or iOS based mobile phone.

When AMP EV LTD billing is enabled, a tariff of your choosing will be set for users of your chargepoints, which you can edit in the AMP EV LTD platform.

When AMP EV LTD billing is enabled, AMP EV LTD may charge you the 'Transaction Fee' set out below for each chargepoint.

AMP EV Ltd charge a 7.5% Transaction Fee for enabling, managing and handling payments plus payment processing fees of 1.4% + 20p per transaction. These fees are deducted from each payment made by the driver for charging.

The residual sum less transaction and payment processing fees is paid to the Client monthly no later than the 10<sup>th</sup> day of the following month. A report is provided that documents individual charging sessions undertaken during that month including the full cost of each charging session. The report then provides a cumulative revenue figure from which is deducted fees and includes VAT.

All payments are processed via Stripe <https://stripe.com>.

### Electricity costs

AMP EV LTD is not responsible for the cost of energy supplied to your chargepoints.

If you wish to recover the cost of energy supplied to your chargepoints, it is suggested you use the AMP EV LTD billing functionality.

### Electrical demand restrictions

Your chargepoints are supplied with features which allow them to synchronise with local, regional and national electrical demand restrictions.

These features allow AMP EV LTD to briefly pause charging, for example on instruction from official bodies such as the National Grid, for the purpose of balancing or maintaining stability of the local or national electrical generation or distribution grid. Under normal circumstances, AMP EV LTD don't expect this functionality to have any material effect on charging, however, this may lead to potential pauses in charging.

### Prices

Unless otherwise stated, prices are exclusive of amounts in respect of VAT and shipping costs.



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Until a Contract has been formed, AMP EV LTD reserves the right to vary its pricing without notice. However, where AMP EV LTD has provided a quotation to you, unless otherwise stated, it will hold that price firm for a period of 30 days from the date of the quotation.

A AMP EV LTD subscription is charged on a per socket per month or per year basis.

The prices for the AMP EV LTD software and any related services will be set out in the Contract.

### **Invoicing and payment terms**

AMP EV LTD may invoice you as follows:

AMP EV LTD subscription are invoiced monthly or annually in advance following commissioning of the chargepoint, or on a regular recurring basis as agreed in advance in writing;

The AMP EV LTD billing Transaction Fee shall be deducted from the driver tariff at the point of purchase or cumulatively on a rolling one month basis;

The prices provided for the subscription cover the first two years of usage unless otherwise stated. AMP EV LTD retains the right to amend the pricing at any time after the end of this period.

You will pay all invoices in full, without any deduction or set off and in cleared funds, within 30 days of the invoice date.

AMP EV LTD reserves the right to charge interest on any amount overdue from you at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.

If AMP EV LTD does not receive payment in accordance with these Terms, it may

### **Title and risk**

Any Software and data AMP EV LTD provides is licensed only and risk in and title to such Software remains with AMP EV LTD at all times.

### **Liability**

AMP EV LTD's liability under each Contract shall be limited to the total amount paid by you under the Contract in the 12 months preceding any claim.

AMP EV LTD warrants that its Software is free of infringement of any third party Intellectual Property Rights.

AMP EV LTD makes no representation regarding the accuracy of any information or data provided with or contained in the Software or obtained or collected by use of the Software.

In no event shall AMP EV LTD be liable to you (or any user) for any indirect or consequential loss or damage, including but not limited to loss of profits, contracts, use, revenue, reputation, business, data or business information or for any other financial or economic loss.

### **Assignment and other dealings**

AMP EV LTD may subcontract its obligations under these Terms to suitably qualified third parties.

Neither party may assign or deal in any other manner with any or all of its rights and obligations under these Terms without the prior written consent of the other party, such consent not to be unreasonably withheld.



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## Data protection

Agreed Purposes means the performance of the Contract.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures have the meaning set out in the Data Protection Legislation in force at the time.

Data Protection Legislation means (i) the Data Protection Act 2018; (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK; and (iii) any successor legislation to the Data Protection Act 2018 and the GDPR..

Permitted Recipients means the parties to the Contract, the employees of each party and any third parties engaged to perform obligations in connection with the Contract.

Shared Personal Data means the personal data to be shared between the parties under the Contract.

The provisions which follow set out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each party shall:

Ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;

Give full information to any data subject whose personal data may be processed under the Contract of the nature such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assigns;

Process the Shared Personal Data only for the Agreed Purposes;

Not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

Ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by the Contract;

Process no other personal data acquired in connection with the Contract other than the Shared Personal Data;

Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

Not transfer any personal data outside of the European Economic Area unless the prior written consent of the data subject has been obtained and the following conditions are fulfilled: (i) the data subject has enforceable rights and effective legal remedies with regard to the transferred personal data; (ii) the transferring party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred.

Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Contract with immediate effect.

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Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

Allow the other party to approve and, if the other party deems necessary, to amend any notices given to data subjects in relation to the Shared Personal Data;

Promptly inform the other party about the receipt of any data subject access request;

Provide the other party with reasonable assistance in complying with any data subject access request;

Not disclose or release any Shared Personal Data in response to a data subject access request without first consulting with and obtaining the consent of the other party;

Assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

Notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

At the written direction of any data subject, delete or return personal data and copies thereof to the data subject on termination of the Contract unless required by law to store the personal data;

Use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

Maintain complete and accurate records and information to demonstrate its compliance with this condition; and

Provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

### **Force majeure**

Neither party shall be in breach of these Terms or liable for delay in performing, or failure to perform, any of our obligations under these Terms if such delay or failure results from any act, event, omission or non-event beyond its reasonable control, including (but not limited to) acts of God, riots, war, acts of terrorism, severe fire, severe flood, storm, earthquake or any disaster.

### **Anti-bribery**

Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

Each party shall promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the Contract.

### **Entire agreement**

These Terms and any Additional Terms referred to in the relevant Order apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.



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Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

### **Governing law and jurisdiction**

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

