

## Tonik EV General Terms and Conditions of the supply for use of electric vehicle charge points

This Contract is between:

Phoenix Renewables Limited (T/A The Phoenix Works), (hereinafter "Tonik EV", "Us" or "Our") registered in England and Wales No. 7477370, Registered Office: The Phoenix Works, Unit 59-62R – Springfield Commercial Centre, Bagley Lane, Farsley, West Yorkshire, LS28 5LY; and

You, the person (hereinafter "the Customer", "You" or "Your") purchasing the Services We supply.

**By ticking the checkbox on the join page of the Mobile Application you accept the following terms and conditions and Our privacy policy. A Contract between You and Us is created when you complete the Registration Process.**

### 1. Definitions

In this Contract when the following words are used, they have the meanings below:

**"Customer"** means the person who has completed the Registration Process and whose name is displayed in the Mobile Application.

**"Commencement Date"** means the date on which You complete the Registration Process

**"Contract"** means these terms and conditions.

**"Charge Point (s)"** means the physical electric vehicle charging equipment within Our Tonik EV charging scheme that you may use to re-charge electric vehicles. The Charge Points connected to Our charging scheme (which may include [Charge Points owned by] third parties) available for Your use under this Contract will be identifiable from the signage on the Charge Point itself.

**"Data Protection Laws"** means the legislation relating to the processing of personal data and privacy of individuals, including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications), the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (GDPR).

**"Mobile Application"** means the Tonik EV application via which the Services are available after you have downloaded the Mobile Application and completed a valid Registration Process.

**"Mobile Application Payment Functionality"** means the functionality of the Mobile Application that enables the Customer to pay for electric vehicle charging services provided by Tonik EV by using the Customer's credit or debit card registered in the Mobile Application.

**"Registration Process"** means the process the Customer has to complete when first accessing the Mobile Application. This involves the supply of any registration data required (such as name, e-mail and credit or debit card details) to enable the Customer to set up an account and to use the Services.

**"RFID"** means Radio Frequency Identification and refers to an electronic circuit embedded in the Tonik Fob used to communicate with the Charge Point in order to identify the Customer and provide access to the Services.

**"Services"** means the use of Our Charge Points and the provision of the Mobile Application and Mobile Application Payment Functionality that enables the Customer to locate a Charge Point and charge and pay for charging an electric vehicle at a Tonik EV Charge Point, together with any other services which We provide or agree to provide to You in writing.

“Tonik Fob” means the Tonik RFID tag that You may elect to receive via the Mobile Application (subject to any payment of any relevant fee by You) to access the Services at a Charge Point.

## 2. Our contract with you

- 2.1 This Contract is formed as soon as you complete the Registration Process via the Mobile Application.
- 2.2 By completing the Registration Process and using the Services, You are agreeing to use the Services in accordance with this Contract.
- 2.3 If We need to revise these terms, We will give You at least one month’s written notice before any of these changes take effect. If You do not wish to accept the revised terms You may cancel the Contract in accordance with clause 3.
- 2.4 We will supply the Services to You from the Commencement Date until this Contract is cancelled in accordance with clause 3.
- 2.5 We may have to suspend or amend the Services either altogether or from specific Charge Points to deal with technical problems. Wherever possible We will publish details of any such suspension in Our Mobile Application.
- 2.6 For Customers resident in England, Scotland and Wales, the laws of England and Wales apply to this Contract.

## 3. Cancellation rights

- 3.1 You may cancel this Contract for Services at any time with immediate effect by notifying Us via e-mail at [privacy@thephoenixworks.com](mailto:privacy@thephoenixworks.com). Your rights to cancel this Contract are in line with the Consumer Contracts Regulations 2013 as set out in clauses 3.2 and 3.3.
- 3.2 If You cancel the Contract within 14 days of the Commencement Date, known as the cooling off period, and You have requested a Tonik Fob, You will need to return this to the address detailed in clause 9. Once We have received the Tonik Fob, We will refund the cost back to You via Your original payment method. You will have to pay any necessary delivery charges to return the Tonik Fob.
- 3.3 If You cancel the Contract after the 14 days cooling off period, and You have requested a Tonik Fob, You will not receive a refund.
- 3.4 We may cancel this Contract if you break this Contract in any material way or We suspect that You are misusing the Service and You do not fix the situation within 30 days of Us asking You to in writing.

## 4. About the Services

### 4.1 Registration Process

- 4.1.1 In order to use the Services, You will be required to complete the Registration Process and download the Mobile Application. Should You also choose to purchase a Tonik Fob, You will be required to provide certain [additional] data about Yourself. Your personal data will be held by Us as set out in clause 6 as well as the requirements under the Data Protection Laws.
- 4.1.2 Once You have completed the Registration Process, in order to use Charge Points in Our charging scheme, You will need to register a valid debit or credit card (American Express is not accepted). Your debit or credit card details are not saved by Us and We do not store them in Our own database. Your payment details are processed and stored only by certified service providers. The IT system used for providing the Services only saves tokens, which are used for communication between the

payment services provider and Tonik EV. All payment information is secured with cryptographic protocols when sent over the internet so the information cannot be read in transit by a third party.

4.1.3 You are responsible for maintaining the confidentiality of Your Mobile Application password. You must not disclose Your password to any other person. You agree to accept responsibility for all activities that occur on Your account. You should inform Us immediately if You have reason to believe that Your password has become known to anyone else or if You think Your account has been used in an unauthorised manner.

## 4.2 Payments

4.2.1 In order to use and pay for charging Your electric vehicle at one of the Charge Points, You can do so by either using the Mobile Application and/or by purchasing a Tonik Fob once You have completed the Registration Process and authenticated Yourself at one of Our Charge Points.

4.2.2 It is Your responsibility to ensure that Your registered payment details are kept up to date in the Mobile Application and that there is sufficient balance in order to continue to charge Your electric vehicle(s) at a Charge Point. All credit/debit card payments are subject to authorisation by Your credit/debit card issuer.

4.2.3 By using a Tonik Fob or selecting 'start charging' in the Mobile Application, the Customer accepts that the electricity charging service is initiated and, when completed, that the cost for charging Your electric vehicle will be debited from the debit or credit card You have provided. Purchase of the charging session is final and non-refundable. You will be able to see Your charging history in the Mobile Application.

4.2.4 Charging at Our Charge Points will appear on your debit/credit card statement as 'Phoenix Renewables Ltd'.

4.2.5 The price of the charging service is calculated based on:

- (a) the amount of electricity consumed (charged on the basis of either kilowatt-hours of electricity consumed and/or the amount of time that Your electric vehicle was connected to a Charge Point); and
- (b) the location of the Charge Point.

The current prices for using each of Our Charge Points can be found in the Mobile Application and all prices are inclusive of VAT. Prices can change from time to time and will vary dependent on Charge Point.

4.2.6 Unless clearly stated to the contrary in the Mobile Application in relation to a particular Charge Point, any parking fees due at that Charge Point location are not included in the price of the Services and it is Your responsibility to ensure that any parking fees payable at that Charge Point location are paid.

## 4.3 Tonik Fob

4.3.1 You may request a Tonik Fob once You have completed the Registration Process. A fee will be payable for the purchase of a Tonik Fob and this will be indicated at the time of purchase and prior to Us taking payment from You.

4.3.2 Upon receiving Your request for a Tonik Fob, We will contact You using the details You provided via the Mobile Application in order to take payment for the Tonik Fob.

4.3.3 We will aim to deliver Your Tonik Fob to the address You have already provided in the Mobile Application within 14 days of a successful payment from You.

4.3.4 You have 14 days from when You receive Your Tonik Fob to change Your mind and receive a refund. You will need to return this to the address detailed in clause 9. Once We have received the returned Tonik Fob, We will refund the cost back via Your original payment method. You will have to pay any necessary delivery charges to return the Tonik Fob.

4.3.5 Once You have received Your Tonik Fob, You will be responsible for all risk of loss or damage. If Your Tonik Fob is lost or stolen, You can order a replacement by either e-mailing Us at [cs@thephoenixworks.com](mailto:cs@thephoenixworks.com) or calling us at 0113 815 5366. You will be charged a replacement fee and We will inform you of that at point of replacement.

4.3.6 In the event that Your Tonik Fob is lost or stolen, it is Your responsibility to notify us as soon as possible using the contact details in clause 4.3.5 so that We can freeze Your account. We will not be liable for any loss to You prior to the time at which Your account is frozen.

4.3.7 You will need to follow the instructions on the Charge Point on how to use Your Tonik Fob.

## 5. Our Responsibilities and Yours

### 5.1 Our Responsibilities

5.1.1 Whilst We will use Our best efforts to ensure the Services are available at all times, We cannot always guarantee this and We will not be liable for any unavailability of the Services. However, if there is a defect with Our Charge Points on the Tonik EV charging scheme, please contact Us using the phone number on the Charge Point.

5.1.2 All of Our Charge Points will be clearly marked as Tonik EV on the physical Charge Point signage. We will ensure that all price information is accessible via the Mobile Application and will be shown as p/kWh and/or a per hour rate.

5.1.3 You will be able to find the location and availability of the nearest Charge Point to you via the Mobile Application. We cannot guarantee that You will be able to charge Your electric vehicle at every Charge Point at all times when You arrive at the Charge Point location.

5.1.4 We will aim to keep the Mobile Application up to date with Our Charge Point availability.

5.1.5 We reserve the right to suspend Your account and to cancel Your right to use the Services if We have reason to believe that:

- a) You have breached a term of this Contract;
- b) You have misused the Mobile Application, Your account or the Services;
- c) You have failed to comply with Your responsibilities under this Contract; or
- d) You owe us money.

### 5.2 Your Responsibilities

5.2.1 The use of the Tonik EV Charge Points, Tonik Fob and Mobile Application are conditional upon Your compliance with this Contract.

5.2.2 Where applicable, You must pay for charging Your electric vehicle at Our Charge Points. If You do not pay for the Services, We reserve the right to suspend these Services and cancel Your use of the Mobile Application.

5.2.3 You will be responsible for ensuring that charging begins and has been completed correctly. Please refer to the information on the Charge Point.

5.2.4 You are responsible for ensuring Your electric vehicle is compatible with the Charge Point You are using, and that the electric vehicle can be charged at that Charge Point. We will not be liable for any damage, loss or costs involved in this instance.

5.2.5 You must not tamper or damage the Charge Point in any way or use the Charge Point for any purpose other than to charge Your electric vehicle.

5.2.6 In accordance with clauses 4.1.3 and 4.3.6, You will be responsible for any unauthorised use of the Services under Your control.

## 6. Use of Your information

6.1 As regards any personal data that You provide to Us under this Contract, We will be the 'data controller'. Our Data Protection Officer can be contacted at: The Phoenix Works, Unit 59-62R – Springfield Commercial Centre, Bagley Lane, Farsley, West Yorkshire, LS28 5LY

6.2 We will process Your data in line with Our privacy policy, which We may amend at any time. You can find a copy of it at <https://www.thephoenixworks.com>. Our privacy policy sets out:

- a) the types of data We collect;
- b) how We use Your data;
- c) Third Parties who process Your data;
- d) the data protection rights that you have; and
- e) When and how We collect Your data.

## 7. Liabilities

7.1 Nothing in this Contract limits or excludes Our liability for death or personal injury arising as a result of Our negligence or fraud or of Our employees, agents or sub-contractors.

7.2 We are not liable for:

- a) any harm to you or loss you may incur as a result of Your incorrect use of the Charge Point;
- b) any damage that you suffer that is outside of Our control; or
- c) any lack of functionality or service outages at any Charge Points not owned by Tonik EV, which are identified by the signage on the Charge Point.

## 8. Events outside of Our control

8.1 We will not be liable or responsible for any failure to perform or delay in performance in relation to the provision of the Services or Our obligations under this Contract if the delay or failure results from events or circumstances outside of Our reasonable control, including without limitation, acts of God, strikes, lock outs or other industrial action by third parties, accidents, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), fire, explosion, failure of public or private telecommunications network or on-site electricity supply.

## 9. How to contact us

### General/Complaints

9.1 If You have a question relating to Your Mobile Application account or Tonik Fob or You wish to complain, please contact Our customer service team as follows:

- a) e-mail us at [cs@thephoenixworks.com](mailto:cs@thephoenixworks.com)
- b) call us on 0113 815 5366 (Mon-Fri 9am-5.30pm)
- c) write to us at Tonik EV, The Phoenix Works, Unit 59-62R – Springfield Commercial Centre Bagley Lane, Farsley LS28 5LY

9.2 If You have any queries or issues relating to using Our Charge Points, please call Our 24/7 customer support on 0121 728 4999.

9.3 As a consumer, You have legal rights in relation to any Services not carried out with reasonable skill and care. To 'Know Your Right's and to obtain free, independent, confidential and impartial advice on consumer issues, visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call their consumer helpline on 0345 404 0506.

## 10. Other Important Terms

10.1 We may transfer Our obligations under this Contract 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 this Contract.

10.2 This Contract is between Us and You and no other person shall have any rights to enforce any of the provisions of this Contract.

10.3 Each of the clauses in this Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.