SOURCE EV UK LTD ELECTRIC VEHICLE CHARGE POINT NETWORK TERMS AND CONDITIONS

Valid from 13 January 2026

INTRODUCTION

Welcome to the Source EV UK Limited network of electric vehicle charge points.

In this document, any reference to "We", "Us" or "Our" means Source EV UK Limited, a private limited company, registered in England under company number 08803842, registered office: 19th floor, 10 Upper Bank St, Canary Wharf, London E14 5BF. VAT number: 187949042. Any reference to "You" or "Your" means, you, the person seeking to make use of Our network of charge points. Other words given a particular meaning in this document are as described in paragraph 1 of the terms and conditions below (referred to below as the "Terms").

What these Terms include

These Terms include the paragraphs numbered 1 to 17 below, together with Schedule 1 (describing certain fees that may be payable by You).

When these Terms will apply

These Terms will form part of the contract between Us and someone, such as You, who wishes to make use of the Network. There are different ways, as described below, in which these Terms could apply to You and form part of a contract between You and Us relating to Your use of the Network.

User Type	***How You and We engage with each other***	***Way in which these Terms will apply to the contract between You and Us***
Visitor (Anonymous Pay-As-You-Go)	You visit the Website or use an App (where available) to activate use of a Charge Point – but without giving us your details	You will be required to confirm via the Website or the App that You agree to these Terms
Pay-As-You-Go User (Without Account)	You visit the Website or use an App (where available) to activate use of a Charge Point and give us your name and email – but do not create an "account" with Us	You will be required to confirm via the Website or the App that You agree to these Terms
Pay-As-You-Go User (With Account)	You create an account with Us via the Website or an App (where available), but without agreeing to pay any subscription fees (and so	You will be required to confirm via the Website or the App that You agree to these Terms

	without becoming a "Member" of the Network)	
Member (Subscribed User)	You create an account with Us via the Website or an App (where available) and agree to pay us subscription fees so that you become a "Member" of the Network	You will be required to confirm via the Website or the App that You agree to these Terms
Contactless User	You activate use of a Charge Point using a contactless payment method at the Charge Point itself	By using a Charge Point in this way, you will be treated as having agreed to these Terms

Using a Charge Point

Where the Charge Point You wish to use is a Rapid/Ultra Rapid Charge Point (meaning it has a potential charging capacity of at least 50 kilowatts DC) You will need to make sure that Your make and model of vehicle is capable of being connected to and charged by this kind of Charge Point.

We cannot guarantee that all Charge Points in the Network will be available for You to use at all times. Please see paragraph 10 below for more detail on the limits of Our responsibility to You.

Paying for use of a Charge Point

You will have to pay Us, based on our "Session Fees" at the time, for electricity consumed during Your use of a Charge Point. Additional fees may also apply, as described in Schedule 1 of this document.

If You are a Member, You may be entitled as part of your Membership to a certain discount on our standard Session Fees.

Where a Charge Point is located in a car park or other restricted area, You may also have to pay parking charges to the Charge Point Site Operator to park Your vehicle. It is very important that You pay attention to any signage and/or parking rules and restrictions that are identified for particular Charge Points/Parking Bays. Some Parking Bays are subject to time limits and restrictions on returning to a particular site within a prescribed time.

Renewal of Membership

If You are a Member, Your Membership will renew automatically on a monthly rolling basis unless you tell us at least 7 (seven) days before the next Membership Renewal Date that You wish to cancel your Membership.

NUMBERED PARAGRAPHS

1. Meaning of Words

In this document, the following words will have the following meanings:

Account means a user account which You create with Us via the Website or an App. To be a Member, a person must have an account like this, but it is also possible for someone to create an account like this for the purposes of using the Network on a "Pay-As-You-Go" basis;

Additional Fee means a fee of the kind set out in the section of Schedule 1 which is headed "Additional Fees", and being a fee which You must pay to Us where relevant circumstances described in that section apply to You;

App means an app which we make available for someone to use in connection with their use of the Network (and either being the SourceConnect app which someone can download onto their mobile device or the web-based app https://www.source-charging.com). Certain features of the App, including remote charging initiation, may be temporarily unavailable for operational or security reasons;

Authorised Payment Method means a credit or debit card or other payment method approved by Us and Our payment service provider that is linked to a valid bank account in Your name or Your business name;

Charge Point means an electric vehicle charge point that forms part of the Network;

Charge Point Site Operator means any person (including a company) who owns or operates the site at which a Charge Point is located and/or has responsibility for enforcing parking rules and restrictions applicable to that site;

Charging Session means the period of time during which Your vehicle is connected to a Charge Point for the purpose of it being charged (and so a period which will end when Your vehicle is disconnected from the relevant Charge Point);

Consumer means an individual who enters into a contract with Us (based on these Terms) for non-business purposes;

Customer Contact Centre means the Source EV UK Ltd information and help centre, which is open 24 hours a day, 7 days a week, and which can be contacted using the details set out in paragraph 12;

Member means a person who We have agreed to treat as having membership of the Network on the basis that they have created an Account and have agreed to pay Us Subscription Fees in return for certain membership benefits. We may also refer to a person of this kind as being a "subscribed user";

Membership means, if You are a Member, the particular membership product, as offered by Us and relating to use of the Network, that You have agreed to purchase by paying Us particular Subscription Fees. We may also refer to a membership product of this kind as being a "subscription";

Membership Card means an "RFID" card that We may provide You with (if You are a Member and this is one of the benefits offered as part of Your Membership) as an alternative way of activating use of a Charge Point;

Membership Renewal Date means the particular day each month on which Your Membership will automatically renew for a further month unless You tell Us at least 7 (seven) days before this date that You wish to cancel Your Membership. Unless We say otherwise on the Website or an App, this day will be the same day of the month as the Membership Start Date, so that if (by way of example) your Membership started on the 7th day of a particular month, the renewal date will then be the 7th day of the following month and each month after that;

Membership Start Date means the date on which We will tell You via the Website or an App that You have successfully completed the process of becoming a Member. We may also refer to this date as being the "subscription start date";

Network means the network of electric vehicle charge points that we describe on the Website as being part of the Source EV network of charge points. Particular charge points may be added to, or removed from, this network from time to time;

Overstay Fee means a fee which You may be required to pay Us in circumstances where your vehicle stays in a Parking Bay longer than it should do according to the rules set out in paragraph 6.3. Where any fee of this kind may be applicable, We will provide details of this on the Website and the App;

Parking Bay means a designated parking area which is directly linked to a particular Charge Point;

Promotional Code/Voucher means a promotional code or voucher that You may redeem and/or credit against Subscription Fees. Please see paragraph 9 for further details;

Rapid/Ultra Rapid Charge Point means a Charge Point that is designed to be capable of delivering 50 kilowatts DC or more of power to a vehicle;

Services means operation of the Network, provision of the Website and the Apps and (if You are a Member) any other specified services that we may offer as part of a particular membership product;

Session Fees means the fees which You will be required to pay Us for electricity consumed during a Charging Session. Details of the current fees which apply at any particular time will be as set out on the Website and the App;

Subscription Fee means the relevant monthly subscription fee which You will be required to pay Us as part of your Membership. The relevant fees which apply for these purposes as at the Membership Start Date are those described in the Website or the relevant App at the time of you completing the process to become a Member, but we may vary these in line with the arrangements described in paragraph 14 of these Terms;

Terms means these Source EV UK Limited electric vehicle charge point network terms and conditions, including the page(s) headed "Introduction", this paragraph 1 and all of the following numbered paragraphs and the page(s) headed "Schedule 1 – Fees";

User means a person who uses, or wishes to use, the Network. The different types of User are as described in the "Introduction" to these Terms;

User Agreement means the agreement which is created between You and Us (and which includes these Terms) in relation to Your Use of an Account and (if You are a Member) Your Membership;

Website means Our website https://www.source-charging.com

2. Use of Website or App

2.1 If You make use of the Website or an App, You must comply with any separate user terms that we tell You will apply to Your use of the Website or the relevant App. We will tell You what these user terms are, including any changes we may make to them from time to time, via the Website or the relevant App.

3. Accounts

3.1 This paragraph 3 will only apply to You if You are (or wish to become) one of the following types of User:

3.1.1 a Pay-As-You-Go User (With Account); or

3.1.2 a Member (Subscribed User).

3.2 To create an Account with Us, You must provide us with certain information and, as part of this, register an Authorised Payment Method with Our nominated payment service provider (and provide any other relevant documents We, Our nominated payment service provider and/or Your bank require for these purposes). You must ensure that information you provide us with for these purposes is, to the best of your knowledge, accurate and up to date at the time you provide it.

3.3 If You wish to become a Member, then as well as creating an Account, You must also agree to pay Us Subscription Fees.

3.4 The continuation of your Account arrangements with Us (including any Membership, where applicable), once it has started, will be subject to the following conditions:

3.4.1 You must comply with these Terms, together with any reasonable instructions that We may send to You or (in the event of circumstances where You call Our Customer Contact Centre for assistance) any reasonable instructions that We may give You orally from time to time in relation to the access to and use of Charge Points and associated Services;

3.4.2 You must maintain a valid Authorised Payment Method and instruct and grant authority for Us and Our payment service provider to take payments due to Us under these Terms (please refer to the list of accepted payment methods on our Website or App) from Your Authorised Payment Method;

3.4.3 You must ensure that Your bank permits Us and our payment service provider to take payment of any fees and other amounts due to Us under these Terms from Your Authorised Payment Method; and

3.4.4 if at any time there is any change to the information you provided when You created Your Account (or any update You have told Us about since then), so that we no longer have accurate and up to date details for You, You must tell Us about the change as soon as possible. This includes any changes impacting Your Authorised Payment Method.

4. Memberships

4.1 This paragraph 4 will only apply to You if You are (or wish to become) a Member (Subscribed User).

4.2 Once it has started, Your Membership will continue on a rolling monthly basis unless and until You or We cancel or suspend it in line with other paragraphs in these Terms, including paragraphs 4.3, 4.4 and 11 below. This means that on each Membership Renewal Date it will renew automatically for a further month. If you do not want it to renew in this way, You must tell us (in line with paragraph 11.4) at least 7 (seven) days before the next Membership Renewal Date that You wish to cancel Your Membership.

4.3 If You are a Consumer, You will have the right to change Your mind and cancel Your Membership by telling Us that You wish to do so within 14 days of the Membership Start Date (this 14 day period being the **Cooling-Off Period**). If you cancel Your Membership during the Cooling-Off Period, we will refund any Subscription Fees you have already paid to Us. However, even if You do cancel Your Membership during the Cooling-Off Period, You will still be required

to pay Us relevant Session Fees and any other fees that may apply if You make use of any Charge Point during this period.

4.4 Without affecting any other rights that We may have, We will have the right to suspend Your Membership if any of the following circumstances apply and We tell You by written communication two (2) days in advance that We are suspending Your Membership for this reason:

4.4.1 if You fail to pay Us by the required date for payment any Subscription Fees, Session Fees or other amounts that You are required to pay Us under these Terms. In these circumstances, We will then re-activate Your Membership once all overdue amounts have been paid to Us in full (assuming Your Membership has not been cancelled in the meantime in line with another paragraph in these Terms); or

4.4.2 if You fail to comply in a serious way with any other obligation under these Terms. In these circumstances, We will then re-activate Your Membership once we are reasonably satisfied that Your failure has been rectified and is unlikely to happen again (assuming Your Membership has not been cancelled in the meantime in line with another paragraph in these Terms).

5. Membership Cards

5.1 This paragraph 5 will only apply to You if You are (or wish to become) a Member (Subscribed User).

5.2 We may (if this is one of the benefits offered as part of Your Membership) provide you with a Membership Card as an alternative way of activating use of a Charge Point, in which case the following paragraphs 5.3 to 5.7 will then apply.

5.3 Your Membership Card will be valid (meaning You can Use it as a way of activating Your use of a Charge Point) for as long as Your Membership continues to apply and has not been suspended or cancelled.

5.4 You are responsible for keeping Your Membership Card safe and secure. If Your Membership Card is lost, stolen or damaged You must tell Us as soon as possible and We will issue You with a replacement Membership Card. We may then charge You the relevant non-refundable Additional Fee set out in Schedule 1 as being applicable in these circumstances.

5.5 Your Membership Card can only be used by You and You must not transfer it to any other person.

5.6 We reserve the right to suspend or cancel use of Your Membership Card, by telling You that We are doing so, at any time if We have reason to suspect that Your Membership Card is being

used fraudulently or in a way that does not comply with the User Agreement or if We are informed that it has been lost, stolen or damaged.

5.7 We may also update the format of Our Membership Cards or membership access process, particularly as technology evolves, in which case We may issue You with a new Membership Card or other method of access which should be used in substitute for Your original Membership Card. In this case, We will give You a reasonable notice period.

6. Charging Your Vehicle

6.1 You will be responsible for checking that Your vehicle is capable of being connected to and charged by the Charge Point You are intending to use. Should You have any queries or concerns about whether or not Your vehicle can be charged at any particular Charge Point, please contact the Customer Contact Centre.

6.2 If You are a Member and wish to take advantage of a discount on Our usual Session Fees that You may be entitled to as part of Your Membership, You will need to activate Your use of a Charge Point via the Website, or where available an App or Your Membership Card, rather than via any contactless payment method.

6.3 You must only park in a Parking Bay for as long as Your vehicle needs to be parked there in order to complete a Charging Session. For these purposes:

6.3.1 if it is possible to set the rate at which Your vehicle receives a charge from the Charge Point, You must ensure that it is set to receive a charge at the maximum rate possible; and

6.3.2 if You have not disconnected Your vehicle from the relevant Charge Point and removed it from the relevant Parking Bay within 15 (fifteen) minutes after the time that Your vehicle is fully charged (or the time when it would have been fully charged, if set to charge at the maximum rate possible), We will have the right to charge you an Overstay Fee. In these circumstances, You may also become responsible for paying any separate parking charges which are applicable as a matter of the parking rules or restrictions set by the Charge Point Site Operator (please see paragraph 6.4 below).

6.4 You may charge Your Vehicle at a Charge Point whilst correctly parked within the boundaries of the relevant Parking Bay and must ensure that You comply with any parking rules or restrictions set by the relevant Charge Point Site Operator. If You incorrectly park Your vehicle, park in a way which impedes other people from using a neighbouring Parking Bay or Charge Point or fail to comply in some other way with any relevant parking rules or restrictions, You will be responsible for paying whatever charges might be levied on You by the Charge Point Site Operator as a result. Please note that these parking rules or restrictions may differ from

one Parking Bay to another and We will not be responsible for paying or reimbursing You for any charges You incur as a result of You not complying with any relevant parking rules or restrictions.

6.5 You must comply with any reasonable instructions We tell You about in relation to use of a Charge Point, including any instructions of this kind which appear on the Charge Point itself or signs near the Charge Point and any instructions one of Our representatives may give to You orally. Please also refer to the Website for information about how to use the Charge Points and contact the Customer Contact Centre if You have any queries.

6.6 It is Your responsibility to ensure that the charging of Your vehicle using a Charge Point is carried out safely so as to avoid injury to any person or damage to any property. In particular, this includes but is not limited to ensuring that You take all reasonable care when charging Your Vehicle and that:

6.6.1 You have the necessary connector cable to enable Your Vehicle to be charged at a Charge Point if You wish to use a Charge Point which does not have its own tethered cable;

6.6.2 the connector cable is safely plugged into Your Vehicle and the positioning of the connector cable does not create a tripping hazard to any person;

6.6.3 Your vehicle is not driven away with the connector cable still attached to it;

6.6.4 once You have finished charging Your vehicle, the vehicle socket end of the connector cable is disconnected from Your vehicle and (if You are using a Charge Point with a tethered cable) safely plugged back into the Charge Point in accordance with relevant instructions on the Charge Point; and

6.6.5 if You are unable to disconnect the connector cable from Your vehicle when you have finished charging Your vehicle, You must contact the Customer Contact Centre and remain next to the Charge Point until further instructions are provided. In these circumstances, We will not be liable or responsible for any damage or loss to You or Your vehicle if you leave, or attempt to leave, the Charge Point without following the instructions provided by the Customer Contact Centre.

6.7 If You notice any damage to any Charge Point (including any damage You have caused) or anything else about a Charge Point which suggests it may not be safe to use, You must contact our Customer Contact Centre as soon as possible to tell Us about this.

6.8 If in the course of parking Your vehicle at a Parking Bay or using, or attempting to use, a Charge Point, You misuse the Charge Point or otherwise fail to comply with these Terms (including paragraphs 6.5 and 6.6 above) in some way, then without affecting any other right We may have:

6.8.1 We will have the right to recover compensation from You for the reasonable cost of rectifying any damage You may cause to the Charge Point as a result; and

6.8.2 if We become aware of Your misuse or failure to comply with these Terms while You are still at the Charge Point site, We will have the right to stop You from using, or continuing to use, the Charge Point and require You to remove Your vehicle from the relevant Parking Bay.

6.9 If You are a Member, please refer to Our Website for up-to-date information on the location of Charge Points that You are entitled to use with your active Membership. We will update this information on a regular basis. Your Membership does not entitle You to use any Charge Point except those designated as available as part of the Source EV network on Our Website or App. Some of Our branded charge points may not appear on the Website or the Apps, meaning they will therefore not be accessible to Members nor be supported by our Customer Contact Centre.

6.10 From time to time, We may temporarily disable the ability to remotely activate a Charge Point via the Website or an App for operational or security reasons. During any such period: (a) You should activate Charge Points using a contactless payment method at the Charge Point itself or (if You are a Member) using Your Membership Card; (b) if You are a Member and are unable to activate a Charge Point via the Website, an App or Your Membership Card, You may activate the Charge Point using a contactless payment method and contact Our Customer Contact Centre to request a credit or refund reflecting any discount on Session Fees to which You would otherwise have been entitled as part of Your Membership; and (c) We will use reasonable endeavours to restore remote activation functionality as soon as reasonably practicable. We will provide notice of any such temporary unavailability on the Website and the Apps where reasonably practicable.

7. Payment of Fees

7.1 Where You use a Charge Point, You must pay Session Fees. Session Fees are calculated based on the amount of kWh delivered by our Charge Point to Your vehicle.

7.2 The Session Fee starts from the point at which You begin Your Charging Session (using the Website or an App (where available), or by tapping Your Membership Card, a credit or debit card or a relevant device with contactless payment functionality on the relevant Charge Point payment terminal) to the point at which You end the charging session by first unlocking Your vehicle and disconnecting the cable from Your vehicle, then from the Charge Point.

7.3 The VAT inclusive rates applied for the calculation of Session Fees are set out on the Website and the Apps and are subject to a minimum charge which is also set out on the Website and the Apps. If You are a Member, Session Fees and (where applicable) Additional Fees will be payable in addition to the Subscription Fee and You cannot credit any instalments of the

Subscription Fee against Session Fees or Additional Fees. You must pay VAT and any other taxes due on our fees, where applicable.

7.4 If you have an Account or have visited the Website or an App to activate use of a Charge Point and have provided Us with Your email details when doing so, then shortly after using a Charge Point, You will receive an email receipt from Us setting out: (a) the length of time You spent using the Charge Point; (b) the amount of kWh received and (c) the Session Fees payable in respect of the same.

7.5 If You have an Account, We will invoice You after the end of any day in which any Session Fees, Additional Fees or (if You are a Member) Subscription Fees have become payable. The amount shown in these invoices as payable by You will be payable immediately and You authorise Us and Our payment service provider to take payment of the relevant amount from Your Authorised Payment Method.

7.6 If You have an Account, You may access Your history of Charging Sessions and related invoices via the Website and the App. You can also request paper copy invoices, but this will incur an Additional Fee per invoice to cover Our administrative and postage costs.

7.7 If You do not have an Account, You may request an invoice or receipt by contacting Our Customer Contact Centre and providing any details we require for this.

7.8 If You are a Member, the Subscription Fee for the first month of Your Membership will be payable on the Membership Start Date and the Subscription Fee for each subsequent month of Your Membership will be payable on or after the relevant Membership Renewal Date**.** You authorise Us and Our payment service provider to take payment of the relevant Subscription Fee on or after each of these payment dates.

7.9 Under no circumstances will We be responsible for any overdraft or other fees charged by Your credit or debit card company or bank.

7.10 If You do not have an Account or You do have an Account but pay any Session Fees or other amounts due to Us using any credit or debit card or other payment method approved by Us other than Your Authorised Payment Method, You authorise Us and Our payment service provider to take payment from the relevant card or payment method.

7.11 We or Our payment service provider may need to request a pre-authorisation amount, which will place a temporary hold over such amount in Your account linked to the relevant card or payment method you wish to use for paying Session Fees to Us. If the pre-authorisation amount (or any part of it) is not due to Us, We or Our payment service provider will ask Your bank to release it (or the relevant part of it). However we are not liable or responsible for any delays which may be applied by Your bank or any third party when releasing any pre-authorisation amounts.

8 Updating Payment Details / Late Payments

8.1 You must ensure that Your registered Authorised Payment Method details are correct, valid and up to date. If Your Authorised Payment Method details change for any reason, You must notify Us via the Website or an App. Where Your Authorised Payment Method is a credit or debit card that is due to expire, You must notify Us of the details of Your new card no less than 14 days prior to the expiry of Your expiring card.

8.2 You must ensure that there are sufficient funds in Your bank account linked to Your Authorised Payment Method for payment of each instalment of the Subscription Fee when it falls due and for all other amounts that are due to Us under these Terms as and when they fall due. You must provide us with an alternative method of payment if such funds are not available or if payment is cancelled by You or Your bank or otherwise fails.

8.3 If You fail to comply with paragraphs 8.1 or 8.2 above, meaning that We are unable to take payment of an amount owing to Us when due, We will aim to inform You of the issue and (in line with Our rights under paragraph 4.4) may suspend Your Account until You have provided Us with up to date payment information and paid Us any monies owed to Us.

8.4 Payment is deemed to have been completed to Us on the date on which the funds are clear and available in Our bank account. If You are late in paying any amount due to Us, we may charge and recover the applicable Additional Fees and/or interest on such amount from You at the rate of two percent (2%) per annum above the Bank of England base rate at that time.

8.5 If We are unable to take payments due to Us, then We may pass on Your account to a debt collection agency who may add collection fees onto amounts outstanding on Your account. Any enhanced debt collection recovery processes may have an adverse effect to your credit profile and may impact your ability to apply for credit in the future.

9. Promotional Codes/Vouchers

9.1 This paragraph 9 will only apply to You if You are a Member (Subscribed User).

9.2 We may, at Our sole discretion, create promotional codes or vouchers (a **Promotional Code/Voucher**) that You may redeem and/or credit against Subscription Fees, subject to any additional terms that We establish on a per promotional code/voucher basis. Whilst we will always endeavour to make every effort to inform customers of any changes, we reserve the right to cancel or remove Promotional Codes/Vouchers at Our discretion at any time without justification or notification.

9.3 You agree that Promotional Codes/Vouchers: (a) are non-transferable and can only be used by You as the person to whom they are issued; (b) must only be used for the intended purpose, and in a lawful manner; (c) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless

expressly permitted by Us; (d) may be disabled by Us at any time for any reason; (e) may only be used pursuant to the specific terms that We establish for such Promotional Code/Voucher (including promotion time limits); (f) are not valid for, and cannot be exchanged for, cash; and (g) may expire prior to Your use of the Promotional Code/Voucher.

9.4 We reserve the right to withhold or deduct credit against Subscription Fees and/or other features or benefits obtained through the use of Promotional Codes/Vouchers in the event that We determine or reasonably believe that the use or redemption of the Promotional Code/Voucher was in error, fraudulent, illegal, or in violation of the applicable Promotional Code/Voucher's terms or these Terms.

10. Limitation of Our Liability (Legal Responsibility) to You

No Guarantee of Availability of Our Services

10.1 We will provide the Services using reasonable care and skill and use Our reasonable efforts to ensure that Charge Points are available, and can be used by You, when You wish to use them. However, we cannot guarantee that any or all of our Charge Points will be available for use on a 24/7 basis and/or that they will always be able to provide a particular rate of charge to a vehicle. Circumstances beyond our reasonable control (including those circumstances described in paragraph 10.8) and/or a need to carry out maintenance, upgrading or other works in relation to the Network (or a part of it) may cause an interruption to the availability of our Services (including an interruption to the availability of particular Charge Points) and/or result in us needing to suspend provision of certain Services and, as long as we have complied with our obligations under the first sentence in this paragraph, We will not have any responsibility to You for any loss or inconvenience You may suffer as a result of any interruption or suspension of this kind.

10.2 Where we expect there to be a significant interruption to the availability of our Services at a particular location (for example, where We plan to carry out certain maintenance, upgrading or other works) We will give You as much notice of this as reasonably possible by posting details of the expected interruption on the Website and App. Certain features of the Services, including remote charging initiation via the App, may be temporarily suspended or disabled for operational, security or fraud prevention reasons.

Our responsibility for loss or damage suffered by You if you are a Consumer

10.3 If You are a Consumer, we will be responsible to You for loss or damage You suffer that is a foreseeable result of our failing to comply with the Terms and/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 and We entered into a contract on the basis of the Terms, both We and You knew it might happen.

10.4 We are not liable for business losses. If You are not a Consumer or use the Services for any commercial or business purpose, Our liability to You will be limited as set out in paragraph 10.6.

10.5 Nothing in these Terms will limit or exclude Our liability for:

10.5.1 death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);

10.5.2 fraud or fraudulent misrepresentation; or

10.5.3 any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

Our responsibility for loss or damage suffered by You if you are a business

10.6 Subject to paragraph 10.5:

10.6.1 We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms and/or any failure to provide the Services; and

10.6.2 Our total liability to You for all other losses arising under or in connection with these Terms and/or any failure to provide the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to £1,000 (one thousand pounds).

Failures by You / Circumstances Outside of Our Control

10.7 We will not be liable to You, or treated as having failed to comply with these Terms, for any failure to perform, or delay in performing, any of our obligations under these Terms and/or any inability on Your part to make use of the Network (or a part of it) where this is caused by any failure on Your part to comply with these Terms.

10.8 We will not be liable to You, or treated as having failed to comply with these Terms, for any failure to perform, or delay in performing, any of our obligations under these Terms and/or any inability on Your part to make use of the Network (or a part of it) where this is caused by any circumstances beyond our reasonable control. Examples (but not an exhaustive list) of circumstances of this kind include the following as long as in each case they are not themselves caused by Us having failed to comply with any specific obligations We have under these Terms (such as the obligation described in the first sentence of paragraph 10.1):

10.8.1 a Charge Point being damaged or faulty or otherwise not being able to provide the rate of charge it is designed to provide;

10.8.2 a Charge Point Site Operator or one of its contractors carrying out any works or doing, or failing to do, something else which affects access to or the operation of a Charge Point or has some other impact on Your ability to make use of a Charge Point;

10.8.3 strikes or other industrial action by third parties;

10.8.4 civil commotion, riot, terrorist attack or threat of terrorist attack or war (whether declared or not);

10.8.5 fire, explosion, storm, flood, earthquake, or other natural disaster;

10.8.6 failure or interruption to any electricity grid or other source of electricity supply that We do not control;

10.8.7 failure of or interruption to any public or private telecommunications network that We do not control;

10.8.8 the introduction of a computer virus into Our systems and/or the occurrence of any cyberattack on Us;

10.8.9 failure or disruption to GPS satellites or signal failures;

10.8.10 traffic congestion or accidents, or delays or service interruptions caused by road or street works; and/or

10.8.11 act of any government or other relevant authority, including imposition of any legal restriction on the use of a Charge Point or any of Our activities.

11. Cancellation of User Agreement / Membership

Cancellation by Us

11.1 If We consider that provision of some or all of the Services is no longer viable for whatever reason (including financial reasons), We will have the right to cancel Your User Agreement and/or end Your Membership (if You are a Member) by telling You that We intend to do so. If You are a Member and a cancellation of Your Membership takes effect under this paragraph during a month for which You have already paid a Subscription Fee, You will be entitled to a refund of a proportion of that Subscription Fee (relating to the remaining part of the month after the cancellation takes effect).

11.2 If You are late in paying Us any amount which is due to Us under these Terms, misuse a Charge Point or Parking Bay in a serious way or do not comply with these Terms in some other serious way, We will have the right to cancel Your User Agreement and/or end Your Membership (if

You are Member) by telling You that We intend to do so. However, where it is possible for You to rectify the relevant late payment, misuse or non-compliance, We will first allow You at least seven (7) days, after telling You about the late payment, misuse or non-compliance, to do what is needed to rectify this before We exercise Our right to cancel.

11.3 Where We have a right to cancel Your User Agreement, this means that We will have a right to delete Your Account and so stop You making further use of this.

Cancellation by You

11.4 If You are a Consumer, You will have a right to cancel Your Membership during the relevant "Cooling-Off Period" on the basis described in paragraph 4.3 above. You may use the model Cancellation Form available in the "Account / Subscriptions & badges" section of the App but it is not obligatory; you can also send us an email or other message in line with paragraph 12.2 below.

11.5 If You are a Member, You will have the right to cancel Your Membership at any time by telling Us that You wish to do so, on the basis that the cancellation will then take effect in the following way:

11.5.1 if You tell Us that You wish to cancel at least 7 (seven) days before the next Membership Renewal Date, then the cancellation will take effect on the next Membership Renewal Date after You have told Us that You wish to cancel. In these circumstances, You will not therefore have to pay any further Subscription Fees to Us before Your cancellation takes effect;

11.5.2 if You tell Us that You wish to cancel less than 7 (seven days) before the next Membership Renewal Date, then (unless We agree otherwise at the time) the cancellation will not take effect on the next Membership Renewal Date and will only take effect one month later than this (effectively on the second Membership Renewal Date after You tell Us You wish to cancel). In these circumstances, You will still have to pay one further monthly Subscription Fee to Us before Your cancellation takes effect.

11.6 You will have a right to cancel the User Agreement at any time by deleting Your Account. However, if You are a Member, You will not be able to delete Your Account until Your Membership has been cancelled in line with paragraph 11.5 above.

Consequences of cancellation of Membership

11.7 Once any cancellation of Your Membership has taken effect, Your Membership Card will be de-activated and You will no longer be entitled to any discounted Session Fees or other benefits associated with Your Membership. Your Account will remain active though, unless You separately choose to delete it (or We have deleted it, where We have the right to do so).

11.8 Where You have a right, following cancellation of Your Membership, to be reimbursed for any Subscription Fee (or proportion of one), We will reimburse You for the amount due using the same means of payment as You used to pay the Subscription Fee, unless You agree otherwise.

12. Communications Between Us and You

Us contacting You.

12.1 If We need to contact You for any reason, We may do so by sending you an email or (if We have the necessary details for You) by calling You.

You contacting Us.

12.2 If You need to contact Us for any reason, in the first instance You should contact the Customer Contact Centre using the details set out below. For any formal communications, including circumstances where You wish to cancel Your User Agreement, please send this to Us by email or using any specific notification or "contact us" functionality that is available via the Website or an App.

12.3 You can contact the Customer Contact Centre using either of the following options: (a) through the contact form on the Website; (b) by telephone: 0800 0482 415 (for Charge Points in Great Britain), 0800 048 2411 (for Charge Points in Northern Ireland) or 0818 200 145 (for Charge Points in Republic of Ireland).

12.4 As set out in paragraph 3.4 above. You must tell Us if any of Your Account details change. For these purposes, please tell Us about the change(s) by calling our Customer Contact Centre or notifying us via our Website or an App.

13. Personal Data

13.1 How We collect and use any personal data You give us is set out in Our Personal Data and Cookies Policy which can be found at https://www.source-charging.com/en/privacy-cookies-policy.

14. Changes to Fees/Terms

14.1 We may make changes to the Session Fees and Overstay Fees at any time and so please refer to the Website or an App to check what our current Session Fees and Overstay Fees are at any time. Reasons why we may choose to change the Session Fees and/or Overstay Fees include changes in wholesale energy prices, modifications to the way we operate the Network (e.g. changes to the charging and payment structure) and changes in law, but We may also choose to change them for a different reason.

14.2 We may change the Terms at any time where we reasonably consider that the change is necessary to reflect any change in law, including (but not necessarily limited to) a change in

any tax laws. In these circumstances, the change will take effect as soon as We tell You about it, unless We tell You it will only take effect at some later date.

14.3 Other than the circumstances covered by paragraphs 14.1 or 14.2, We may change these Terms (including, but not limited to, changes to the Subscription Fees or any of the other fees referred to in Schedule 1 of these Terms) at any time by telling You about the relevant change(s), although if You are a Member We will first give you a reasonable opportunity after telling you about the change(s) to cancel Your Membership under paragraph 11 before the change(s) take effect in case You do not want to be bound by them. For example, if We tell You about certain changes that We say will take effect as from the next Membership Renewal Date and We tell You about these at least 14 days before the next Membership Renewal Date, this will give you a reasonable opportunity to cancel before the next Membership Renewal Date (if You do not want to be bound by the changes) as You only need to tell Us at least 7 days before the next Membership Renewal Date if You wish to cancel.

15. Treatment of Our Staff/Representatives & Other Members

15.1 Our staff and other representatives will at all times behave politely, courteously and respectfully towards You, and We expect the same from You.

15.2 You must not exhibit any inappropriate behaviour (for example violence, verbal and/or physical assault, threats, insults and/or intimidation) towards Our staff or other representatives, nor towards other Members. This includes any written communication between You and Us. If We suspect that You have committed a criminal offence, We will report all relevant facts to the police.

16. Other Terms

16.1 Only You and We have rights under these Terms. No other person will have any rights under these Terms.

16.2 You may not transfer any of Your rights or obligations under the User Agreement to any other person.

16.3 We may transfer Our rights and/or obligations under the User Agreement to another organisation which will be taking over provision of the Services in place of Us or to our suppliers.

16.4 If You or We have any rights under the general law that apply to any of the arrangements covered by these Terms, these rights will remain available to be exercised in addition to any specific rights You or We may have under these Terms.

16.5 The paragraph headings in these Terms are included for convenience only and are not intended to affect the way that these Terms should be interpreted.

16.6 If at any time You do not comply with any of these Terms and We do not respond, this does not mean that We cannot take action in the future. For example, if We do not immediately take action to ask You for money that You owe us, this will not stop Us from doing so in the future.

16.7 If a court or other authority tells Us that any paragraph (or part of a paragraph) in these Terms is not valid, the rest of the Terms will not be affected.

16.8 The laws of England apply to these Terms.

17. Comments, Issues and Complaints

17.1 If You would like to give Us any comments or raise any issues in relation to Source EV UK Ltd, please do so by contacting the Customer Contact Centre.

17.2 If You would like to raise any complaint about any aspect of Source EV UK Ltd, in the first instance, please raise any comments or complaints with the Customer Contact Centre by completing our Contact Form and the team will do their best to resolve the issues behind Your complaint as quickly as possible. If You are not happy with how the Customer Contact Centre has handled any complaint, or how Your complaint was resolved, You are entitled to request that We escalate Your complaint within Our organisation.

17.3 For any comments or to raise any issues with how We use Your personal data, please refer to Our Personal Data and Cookies Policy (see paragraph 13 above).

Schedule 1

Fees

Note: All fees are in UK Pounds Sterling (£ / GBP) and are inclusive of VAT.

SUBSCRIPTION FEE

Details of Subscription Fees are available on the SourceConnect app and on the web-based app https://www.source-charging.com.

ADDITIONAL FEES

Relevant Circumstances giving rise to Additional Fee	**Additional Fee amount (inclusive of any applicable VAT)**
You notify Us that Your Source EV UK Ltd Membership Card is lost, stolen or damaged and We issue You with a replacement Source EV UK Ltd membership Card.	£10
You do not follow the correct procedure for disconnecting Your vehicle from the Charge Point, causing the Charge Point not to be registered on Our system as available, and requiring Us to send an operative to reset the Charge Point.	£20
We deliver a paper-copy of an invoice to You.	£2
A payment that is due from You is dishonoured by Your bank, or bounces as a result of You breaching these Terms.	£24