



London Borough of Hounslow

Electric Vehicle Charge Point – User Agreement

1. Payment

You shall pay an amount of £500 to the London Borough of Hounslow (the “Council”) as a contribution to the installation and provision costs of the cable and charging points (the “Equipment”).

2. Property

The cable and charging points provided shall remain the property of the Council and you shall have no right, title or interest in or to the Equipment (save the right to possession and use subject to the terms and conditions of this agreement). You shall return the charging cable to the Council within 14 days of the expiry or termination of this agreement, unless before that time, another agreement is entered into.

3. Product use

The participant shall obey the user manuals and other technical advice provided to them in order to prevent damage and shall care in a reasonable way for the components supplied. The charging cable must only be used according to the smart cable manual; in particular:

- **Storing in a dry place.** As a participant, you must ensure that the smart charging cable is protected from extreme weather conditions (humidity, cold and hot temperatures), e.g. in the vehicle’s boot. Contact with easily inflammable materials must be avoided. The components are splash- and rain-proof, yet they must not be exposed to humidity beyond ordinary use (e.g. dipping the devices into water).
- **No excessive mechanical force.** You must ensure the smart charging cable is not subject to intense mechanical force (e.g. heavy impacts, extensive pulling on the cord, or crushing). Any intense mechanical pressure may result in damage compromising the safety of the charging cable, which you as a participant will be liable for.
- **No opening of the housing.** Users are not authorised to open the housing of the smart charging cable or the system socket under any circumstances.
- **Ensuring safety of other road users.** During charging processes in public or semi-public spaces the user is required to take all necessary and reasonable precautions to prevent damage to a third party by the use of the components. You must ensure that pedestrians and vehicle traffic (cyclists, motor vehicles etc.) are not improperly hindered or endangered by the use of the charging cable by leaving it in an inappropriate manner either on the highway or footway.
- **Secured technology**
Hardware and software components used are secured technology of Ubitricity. You shall use the components for purposes of the trial project only (in particular no opening of components, read-out or other examinations) without prior written consent by Ubitricity or the Council. The components must not be modified or adapted without prior written consent by Ubitricity or the Council.

4. Electricity consumption

You accept that you are responsible for the costs associated with your energy consumption, as recorded by your charging cable.

5. Liability

You agree that you are making use of the charging cable and sockets as part of the scheme and accept that the charging equipment may be subject to malfunction, even in the event of normal usage by you. The Council makes no guarantee or warranty, and holds no obligations in relation to:

- Your access to the installed charge points once installed
- Problem-free operation of the Equipment
- Maintenance and repair of the Equipment

Accordingly, the Council is not liable, and you agree not to hold us responsible, for any damages or losses to yourself or any third-party (including, but not limited to, loss of money, goodwill or reputation, profits, injury, death or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- Your use of the charging cable and socket
- Technical fault or failure with the Equipment
- Poor mobile network coverage
- Delays
- Damages caused to the components by a third-party

In each case, however caused, even if foreseeable.

For the purposes of determining responsibility for liability of injury, damage or loss resulting from improper use of the charging cable, it shall be presumed that the person in charge of the relevant vehicle at the relevant time had responsibility for and control of the cable.

6. Early termination

The Council may choose to terminate or suspend the scheme (and this agreement) for any reason and without prior written notice.

You may terminate this agreement at any time during its operation by written notice to the Council at transportplanning@hounslow.gov.uk. The agreement shall be deemed terminated at the point the Council acknowledges your termination email or after ten working days (whichever is the earlier). For the avoidance of doubt, an automated reply from the address shall not constitute acknowledgment of termination. You shall return the charging cables provided to you under this agreement in accordance with Clause 2 of this agreement.

By signing below, you accept and agree to the above conditions:

Name, Date

Signature