



TrojanEnergy

EV Charging Terms of Service

Rev02, January 2025





Customer support

VISIT OUR WEBSITE

<http://trojan.energy>

EMAIL US

support@trojan.energy

CALL OUR CUSTOMER SERVICES TEAM

0800 0854 644

Accessibility

Trojan Energy is committed to encouraging equality, diversity and inclusion across our business.

Please contact us for assistance if we can support you to read or understand this document, to access any of the web links contained in these Terms, or with any additional accessibility requirements related to your use of the Services.

TROJAN ENERGY EV CHARGING TERMS OF SERVICE

Trojan Energy Limited (**Trojan Energy / we / us / our**) operates a network of proprietary on-street electric vehicle charge points located in the United Kingdom (**Trojan Charging Network**), which enable drivers of electric vehicles (**EV**) to charge their vehicle. Each of the Trojan charge points may be referred to as **Charge Point(s)**.

These are the terms and conditions on which we will provide the Services to **you** (the **Terms**). Please ensure that you read these Terms carefully before you accept them. These Terms tell you who we are, how we will provide the Services to you, how you may change or end the contract, how we may change or end the contract, what to do if there is a problem and other important information. These Terms form the contract between you and Trojan Energy. You may request a paper copy of these Terms by contacting us.

1 THESE TERMS

1.1 **What these Terms cover.** These are the Terms on which we will provide the Services to you, which may include:

- (a) supply of a Trojan Energy charging adaptor which enables you to connect your vehicle to a Charge Point in order to charge your vehicle (the **Adaptor**);
- (b) providing you with access to our web-based and/or mobile application portal through which your use of the Charge Point and payment for the Services will be recorded (the **App**); and
- (c) allowing you to use the Adaptor at a Charge Point to charge your vehicle (the **EV Charging Services**).

Together, the Charge Points and Adaptor shall be the **Equipment**; and provision of the Equipment, access to the Charge Points, access to the App and provision of the EV Charging Services shall be the **Services**.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Trojan Energy Limited a company registered in Scotland. Our company registration number is SC547728 and our registered office is at W-Zero-1

Building, Energy Transition Zone, Hareness Road, Aberdeen, AB12 3LE. Our VAT registration number is 320644141.

- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0800 0854 644, by writing to us at Trojan Energy Limited, W-Zero-1 Building, Energy Transition Zone, Hareness Road, Aberdeen, AB12 3LE, or emailing us at support@trojan.energy.
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us. We may also provide you with updates and information regarding the Services via SMS to the mobile number you have provided or by notifications through the App.

3 THE APP & OUR AGREEMENT WITH YOU

- 3.1 **The App.** To access and use the Services you must register and set up an account in the App (an **Account**).
- 3.2 **How to register.** You must be at least 17 years old and a resident at an address in the United Kingdom in order to register for a Account. By registering for a Account, you are confirming to us that you are at least 17 years old and a resident at an address in the United Kingdom. To register, you must provide your full name, address, email address, mobile phone number and your choice of password. You must also register your chosen payment method.
- 3.3 **How our agreement with you will be formed.** Once you have successfully completed the process to register for a Account, you will be presented with these Terms in the App. You should read these Terms in full, and if you agree, you may proceed to accept these Terms in the App. Once you have accepted and digitally signed these Terms in the App, a contract will come into existence between you and us (your **Contract**).
- 3.4 **Use of the Services.** We only supply the Services to you for your domestic and private use. You agree not to use the Services for any commercial, business or re-sale purposes other than as permitted by your Contract.

3.5 **Your agreement to these Terms.** By setting up your Account, entering the above details and confirming that you accept these Terms to use the Services, you agree to be bound by these Terms.

4 PROVIDING THE SERVICES & THE ADAPTOR

4.1 **Provision of the Services.** We will supply the Services to you from the date you accept these Terms and continue to provide the Services until your Contract ends or is terminated in accordance with these Terms.

4.2 **Delivery of the Adaptor.** After you have signed up for an Account, we will arrange for the Adaptor to be sent to you by our delivery partner once you have securely registered your choice of payment method in the App.

4.3 **Your right to use the Adaptor.** At all times, title to the Adaptor shall remain with Trojan Energy, and you will not own the Adaptor. The Adaptor is supplied and configured to your Account for your use as part of the Services, for the purpose of accessing the EV Charging Services under your Contract only. You shall not be entitled to sell, lend, lease, or permanently give the Adaptor to any other person.

4.4 **Training.** Before you use the Services, you should watch all available training videos provided via the App and/or on our website at <https://www.trojan.energy/faqs>. These training videos may be updated from time-to-time, and we will notify you of any new training videos and/or information as they are made available.

4.5 **The User Manual.** A user manual for the EV Charging Services is available that provides information on the use of the Adaptor, including how to safely and considerately connect it to a Charge Point, how to safely store the Adaptor and the customer maintenance requirements (**User Manual**). You must read and review the User Manual and ensure that your use of the Adaptor is in accordance with its contents. If you have any questions regarding the content of the User Manual, or how to use the Adaptor, or how to connect it to a Charge Point, please contact us before any use of the Services. The User Manual can be viewed at <https://trojan.energy/usermanual>.

4.6 **Correct use of the Adaptor and Charge Point.** You must not at any time attach an electrical extension or any cable other than a certified EV charging cable to the Adaptor. You must not attach to, or seek to utilise anything other than the Adaptor, with a Charge Point. You must plug your Adaptor into a Trojan Charge Point a

minimum of once every three (3 months to allow us to run a remote digital health check on the Adaptor.

- 4.7 **Your limited liability for loss of or damage to the Adaptor.** Following delivery of the Adaptor, you will be responsible for the safekeeping and proper use and storage of the Adaptor in accordance with the User Manual. You will be liable for any actual costs incurred by us as a result of loss of or damage to the Adaptor however such loss or damage occurs. Your liability under this clause 4.7 is limited to £250. If you are issued with more than one Adaptor, this limitation applies to each Adaptor we issue to you. You must not dispose of or dismantle the Adaptor. You must inform us of any lost, damaged, stolen, or misplaced Adaptor as soon as reasonably possible to allow us to prevent unauthorised use. You will remain liable for any charges associated with the use of the Adaptor until you do so.
- 4.8 **Parking restrictions when using the Services.** When using the Services, you must comply with all relevant parking terms and conditions and any other local parking notices or restrictions which are set by your local authority and not by Trojan Energy. Please contact your local authority for any clarification on local parking restrictions.
- 4.9 **Our right to recover the Adaptor.** If you are in possession of an Adaptor and do not use it or the Services for any consecutive period of six (6) months, we reserve the right to cancel your Contract and collect the Adaptor in accordance with clause 8.4 of these Terms.
- 4.10 **Reasons we may suspend or limit the supply of Services to you.** We may have to suspend or limit the supply of the Services:
- (a) to deal with technical equipment or software problems identified through the use of the Services, or make minor technical changes or improvements to the Services;
 - (b) to update the Services to reflect changes in applicable laws and regulatory requirements;
 - (c) as a result of issues with the supply of electricity to the Charge Points from Trojan Energy's electricity supplier (**Energy Supplier**), due to circumstances outside of our control;

- (d) in order to comply with any requirements imposed on us, or a decision or action taken by any competent authority, local authority or council; or
- (e) in accordance with our rights if you do not pay sums properly due under this Contract.

We will contact you in advance to tell you we will be suspending supply of any of the Services, unless the problem is urgent or an emergency, in which case we will contact you about the issue(s) as soon as is reasonably possible. If we suspend the Services for any of the reasons set out in clauses 4.10(a), 4.10(b), 4.10(c) and/or 4.10(d), you may contact us to end this Contract if we suspend the Services, or tell you we are going to suspend the Services, in each case for a period of more than 30 consecutive days. You will not be entitled to any refund or compensation as a result of suspension of the Services under this clause 4.10.

5 OUR RIGHTS TO MAKE CHANGES

5.1 Changes to the Services. We may change the Services at any time:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

We will provide you with reasonable notice in advance of any changes that impact your use of the Services in a material way. If any such changes are required to deal with any urgent health, safety, or threat to the environment, or in any emergency situation, we may not be able to provide you with notice in advance. We will notify of you such changes as soon as reasonably possible.

6 IF THERE IS A PROBLEM WITH THE SERVICES

6.1 Your rights. The Consumer Rights Act 2015 provides you with certain legal rights in relation to the provision of the Services. The Services we provide to you must be carried out with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Visit the Citizens Advice website at [adviceguide.org.uk](https://www.adviceguide.org.uk) or call 03454 04 05 06.

6.2 How to tell us about problems. If there is any defect with the Adaptor, the Charge Point or otherwise with the Services please contact us and tell us as soon as reasonably possible and allow us a reasonable opportunity to repair or fix any problems. You can telephone our customer service team at 0800 0854 644, email us at support@trojan.energy, or write to us at Trojan Energy Limited, W-Zero-1 Building, Energy Transition Zone, Hareness Road, Aberdeen, AB12 3LE.

6.3 What we will do. We will do our best to solve any problems which you raise with us about the Services. We will try to do this remotely. If there is a defect with the Adaptor, we will arrange to collect it and either carry out repairs or replace the defective Adaptor at our option. If there is a defect with the Charge Point, we will arrange to carry out repairs or replace the defective Charge Point at our option. If we collect the Equipment from you, we will pay the costs of collection.

6.4 If the problem was caused by you. If we discover that a problem with the Adaptor or the Charge Point has been caused by:

- (a) your failure to use the Services in accordance with the User Manual or the recommended training or any other term of your Contract; or
- (b) wilful damage or negligence by you or a third party you have allowed to have control of or use of the Adaptor or the Charge Point;

we reserve the right to require you to pay for any necessary repair or replacement. We will inform you of the estimated cost of such repair or replacement as soon as possible.

6.5 Repairs by third parties. You must not attempt to repair or rectify a problem or defect with the Equipment yourself, nor arrange for any third party to attempt to repair or rectify a problem or defect with the Equipment. If a problem arises, you must cease any further use of the Equipment and the Services and notify us in accordance with clause 6.2 of these Terms.

7 YOUR RIGHTS TO END THE CONTRACT

7.1 You can end the Contract at any time. If you decide you no longer wish to make use of the Services, you may end your Contract with us at any time.

7.2 Tell us you want to end the Contract. To end your Contract, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0800 0854 644 or email us at support@trojan.energy.
- (b) **By post.** Write to us at Trojan Energy Limited, W-Zero-1 Building, Energy Transition Zone, Hareness Road, Aberdeen, AB12 3LE.

Please provide your name, home address, and where available, your phone number and email address.

- 7.3 **Return of the Adaptor after ending the Contract.** If you end your Contract for any reason in accordance with this clause 7 of these Terms after you have received the Adaptor, you must return it to us by allowing us (or our delivery partner) to collect it from you. We will contact you to arrange collection within fourteen (14) days of us telling you we have ended your Contract. You may be charged the reasonable costs of collection.

8 OUR RIGHTS TO END THE CONTRACT

- 8.1 **We may end the Contract if you breach these Terms.** We may end this Contract and terminate your access to the Services at any time by giving notice to you if you seriously or persistently breach these Terms. For example:
- (a) you do not make any payment to us when it is due, and you still do not make payment within 30 days of us reminding you that payment is due;
 - (b) we become aware that you are using the Adaptor other than in accordance with the User Manual or recommended training and you do not, on being notified by us, rectify your use in order to comply with the User Manual or recommended training;
 - (c) we become aware that you are using the Adaptor and/or Services for an illegal purpose, or a purpose which is inconsistent with these Terms; or
 - (d) any other serious or persistent breach of these Terms.
- 8.2 **Your liability if you breach these Terms.** If you breach these Terms, you may be required to pay us the reasonable costs of recovering your Adaptor. This is further set out in clause 8.4 of these Terms.

- 8.3 **We may end the Contract if we are required to by law or by the decision of a governing authority.** We may end this Contract and terminate your access to the Services at any time by giving notice to you if we are required to terminate the Contract as a result of a change in applicable law or regulation, or any requirement imposed on us, decision or action of a competent authority, including any local authority or council.
- 8.4 **Returning the Adaptor after ending the Contract.** If we end the Contract for any reason under clause 8.1, clause 8.3 or clause 4.9 of these Terms and you have already been issued with an Adaptor, you must return the Adaptor to us by allowing us (or our delivery partner) to collect it from you. We will contact you to arrange collection within fourteen (14) days of us telling you we have ended your Contract. If we end the Contract for any reason under clause 8.1, you may be charged the reasonable costs of collection. If you do not permit our collection of the Adaptor, or fail to return it to us within thirty (30) days of your Contract coming to an end, the Adaptor will be deemed to be lost and we reserve the right to charge you in accordance with the terms of clause 4.7.

9 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 9.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both you and Trojan Energy knew it might happen.
- 9.2 **Losses we are not responsible for.** We will not be responsible to you for loss of profits or revenue, loss of use, lost business or missed opportunities, or for any loss or damage that is indirect, a result of an event outside our control, and/or was not reasonably foreseeable at the time your Contract was entered into. We are only responsible for direct losses as a result of us breaching these Terms.
- 9.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Services.

9.4 **We are not responsible for delays outside our control.** We will make every effort to provide the Services to you. However, there may be delays or periods of time where the Services are unavailable due to an event outside our control. If the supply of the Adaptor or the Services are delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

9.5 **Your statutory rights.** These Terms will not affect any rights which you may have under the Consumer Rights Act 2015 (also known as your 'statutory rights'). You may also have other rights at law.

10 HOW WE MAY USE YOUR PERSONAL INFORMATION

10.1 **How we may use your personal information.** We understand that when engaging with us, you will be asked to provide us with your personal information (**Personal Data**). We take our obligations under the Data Protection Act 2018 and the UK General Data Protection Regulation (**Data Protection Legislation**) seriously and will ensure that we are complying with the principles set out in the Data Protection Legislation. We have put in place certain technical measures to ensure that your Personal Data is anonymised where possible, and that your Personal Data is kept separate from your customer identification number. We have robust access controls in place to ensure that only those with a legitimate reason to do so can access your Personal Data. We will only use your Personal Data as set out in these Terms and in our Privacy Policy which can be viewed at <https://trojan.energy/privacy>.

10.2 **How we will record and use information related to your use of the Services.** We will record data related to your use of the Services (**Usage Data**). Your Usage Data will be linked to your customer identification number and not your Personal Data. We will only use this information for the purposes of enhancing our products and services, providing data and analysis to you about your charging and domestic energy use, and to keep you informed about our products and services (**Communication**), in each case in accordance with our Privacy Policy which can be viewed at <https://trojan.energy/privacy>.

10.3 **Communication preferences.** You may opt-out of receiving Communication from us by adjusting your preferences in the App.

11 COMPLAINTS & UNACCEPTABLE BEHAVIOUR

11.1 **How to complain.** If you are unhappy with us, or the Adaptor or any Services we have provided to you, please contact us:

- (a) by email at complaints@trojan.energy; or
- (b) by writing to us at Complaints Team, Trojan Energy Limited, W-Zero-1 Building Energy Transition Zone, Hareness Road, Aberdeen, AB12 3LE; or
- (c) by calling our Complaints Team by telephone at 0800 0854 644.

We will deal with your complaint in accordance with our Complaints Handling Policy which can be viewed at <https://trojan.energy/complaints>.

11.2 **Unacceptable behaviour.** We are committed to providing the Services to you in a professional, fair, and respectful manner. In return, we ask that you respect our staff and treat them fairly. We will not tolerate threatening, abusive, or violent behaviour. The way in which we address unacceptable behaviour is set out in our Zero-Tolerance Policy which can be viewed at <https://trojan.energy/zerotolerance>.

12 OTHER IMPORTANT TERMS

12.1 **We may transfer this Contract to someone else.** We may transfer our rights and obligations under these Terms to another person or organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

12.2 **You may not transfer this Contract to someone else and nobody else has any rights under this Contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need the agreement of any other person in order to end the Contract or make any changes to these Terms.

12.3 **We may amend this Contract by written notice to you.** We may vary the Terms by providing you with thirty (30) days' notice in writing, for one or more of the following reasons:

- (a) to respond proportionately to changes in any relevant laws or regulation;
- (b) to comply with any requirement placed on us by competent authority, including any local authority or council;

- (c) to respond to improvements in our Services and/or Equipment; or
- (d) to make them easier to understand or fairer to you.

There may be a reason why we are unable to reasonably provide you with 30 days' notice (for example, due to changes in relevant laws or regulations, or to comply with a requirement placed on us by a local authority). If this is the case, we will give you as much notice as possible.

- 12.4 **We may amend the User Manual or required training.** We may vary the contents of the User Manual or required training at any time.
- 12.5 **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the provisions of these Terms operate separately. If any court or relevant authority decides that any of the provisions of these Terms are unlawful, the remaining provisions will remain in full force and effect.
- 12.6 **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to under these Terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to fulfil your requirements under these Terms, and it will not prevent us from taking steps against you at a later date. For example, if you fail to make payment and we do not contact you for payment, but we continue to provide the Services, we can still require you to make the payment at a later date.
- 12.7 **All intellectual property rights arising out of or in connection with this Contract shall be owned by Trojan Energy.** Nothing in this Contract will convey to you any rights of ownership related to the Adaptor or any of the Services or any other intellectual property owned by Trojan Energy (or its licensors, where applicable). Any right you have to use the Adaptor or any of the Services shall in any case be revocable, non-exclusive, non-transferable and non-sublicensable.
- 12.8 **Which laws apply to this Contract and where you may bring legal proceedings.** These Terms are governed by English law and any disputes or claims in connection with your Contract, are subject to the non-exclusive jurisdiction of the English court system.

13 THE PRICE OF THE SERVICES

- 13.1 **Where to find the price of the Services.** The cost of the Services (which includes VAT) will be shown in the App and/or at <https://trojan.energy/hubpricing>. We will take all reasonable care to ensure that the price of the Services advised to you is correct.
- 13.2 **Variation of cost by location.** The cost of the Services may vary between areas where the Charge Points are installed, therefore if you use a Charge Point located outside the area in which you reside, you will be charged the price of the Services for the Charge Point in the area in which you use it. Details of the cost of charging at any Charge Point will be shown in the App and/or at <https://trojan.energy/hubpricing>.
- 13.3 **Our right to change the price of the Services.** We may change the price of the Services at any time, and any change to the price will be shown in the App and/or at <https://trojan.energy/hubpricing>.

14 PAYMENT FOR THE SERVICES

- 14.1 **When you must pay and how you must pay.** Payment for your use of the Services is made after the end of each charging session. When you register your account on the App, you will be required to authorise an automatic recurring payment to be made from your chosen payment method. We accept Visa, Mastercard and American Express, and cards must be issued by a UK bank or building society. Payment for your use of the Services will be automatically charged to your chosen card at the end of each charging session. Payments will either be processed via Stripe, Apple Pay or Google Pay, and will need to be authorised by the relevant card issuer. Further information on Stripe payments can be found at <http://stripe.com>. Further information on Apple Pay can be found at <https://www.apple.com/uk/apple-pay>. Further information on Google Pay can be found at <https://pay.google.com>.
- 14.2 **Confirmation of your payments.** Once your payment has been processed, the amount of your payments with a breakdown of the total charge for your use of the Services will be shown in your account on the App and a statement will be available for you to view, print or download. If you think you have been incorrectly charged, please contact us promptly to let us know.
- 14.3 **We may suspend supply of the Services if you do not pay.** If you do not pay us for the Services, because we are unable to take payment from the payment method you

registered to your Account, we will notify you and contact you to take alternative means of payment. If you continue to use the Services after a failed payment, we will attempt to take payment for the outstanding sum at the end of your next charging session, along with payment for that charging session. After a second failed payment, your access to the Services may be suspended until such time as we are able to contact you to take alternative means of payment. We will contact you in advance to tell you we are suspending your access to the Services. If you do not make payment within thirty (30) days of us suspending your access to the Services, we may end the Contract in accordance with our rights under these Terms.

- 14.4 **We may require payment in advance.** If you repeatedly fail to pay us for the Services in line with this Clause 14, we reserve the right to require that you credit your Account with funds prior to using the Services. We will contact you in advance to tell you if we require you to do this, in which case you will be unable to start a charging session unless your Account is

15 VALUE ADDED TAX

- 15.1 **Your liability for value added tax.** Unless expressly specified that value added tax (**VAT**) does not apply, all payments made in relation to this Contract shall be subject to VAT at the appropriate prevailing rate.



Trojan Energy Limited

T 0800 0854 644 **E** support@trojan.energy **W** trojan.energy

Trojan Energy Limited is a company registered in Scotland with company registration number SC547728
Registered address: W-Zero-1 Building, Energy Transition Zone, Hareness Road, Aberdeen, AB12 3LE

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