



**Trojan**Energy

**Trojan AON**

**Host Terms &  
Conditions for  
Subscribers**

Rev00, May 2025







# Customer support

**VISIT OUR WEBSITE**

<http://trojan.energy>

**EMAIL US**

[support@trojan.energy](mailto: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 AON HOST TERMS & CONDITIONS FOR SUBSCRIBERS

### 1 TROJAN AON

- 1.1 Trojan AON is a publicly-shared, home-connected electric vehicle **Charge Point** that is installed in the footway and provides residents without a driveway with the opportunity to charge their electric vehicle at home.
- 1.2 Users connect their electric vehicle to the charge point using the supplied **Adaptor** to make use of the **Services**.
- 1.3 The Trojan AON charge point (the **AON Charge Point**) is installed in the pavement and connected to the consumer electrical unit in a resident's home via electrical cable that runs underground to a small control box (the **AON Box**) which will normally be situated on the exterior wall of the property (**Trojan AON**).
- 1.4 All AON Charge Points are included in the **Trojan Charging Network**.

### 2 THESE TERMS & OUR AGREEMENT WITH YOU

- 2.1 **These terms.** These are the terms and conditions under which we will provide an AON Charge Point and associated equipment and Services to you as a host of a Trojan AON (a **Host**) which is installed at your home address (the **Property**). These Trojan AON Host Terms & Conditions for Subscribers (the **AON Terms**) apply if you are a Subscribing Host.
- 2.2 **Your contract with Trojan Energy.** Your contract with Trojan Energy (the **Contract**) is made on the date on which you agree to these AON Terms and the summary of specific details relating to your Contract made available to you prior to agreeing to these AON Terms (the **Contract Summary**). Your use of the Services is governed by these AON Terms and the *Trojan Energy EV Charging Terms of Service* available at <https://trojan.energy/legal> (the **Terms of Service**).
- 2.3 **Order of precedence.** Where a word or term is used in these AON Terms that is underlined, please refer to the Terms of Service for the relevant definition. In the event of any ambiguity, conflict or inconsistency between these AON Terms and the Terms of Service, these AON Terms will take precedence.

- 2.4 **Your AON Contract Summary.** Your Contract Summary sets out the specific details relating to your Contract with Trojan Energy, and will include the Initial Term, the Subscription Fee, the Additional Adaptor Fee, the Early Termination Fee, the Exit Fee, the Compensation Rate, and the Home Move Fee, each of which are defined in these AON Terms or the Terms of Service.
- 2.5 **The Initial Term.** Your Contract Summary will set out the minimum initial term of your Contract (the **Initial Term**). The Initial Term will start at the date on which the AON Charge Point connected to your home has been commissioned (the **Service Commencement Date**).
- 2.6 **The Connection Period.** Your Contract Summary will also set out the minimum term for which you must maintain a Connection in accordance with clause 10.1 (the **Connection Period**).
- 2.7 **The Rolling Term.** Your Contract will continue on a rolling month-to-month basis after the Initial Term until your Contract is ended by you or us in accordance with these AON Terms, or you enter into a new contract with us (the **Rolling Term**). The Subscription Fee payable during the Rolling Term will be at the standard AON subscription rate determined and set by us at the time the Rolling Term begins. This may be an increase to the Subscription Fee. We will communicate any change in your Subscription Fee to you in advance of the Rolling Term becoming effective.

### 3 THE TROJAN AON EQUIPMENT

- 3.1 **The AON Equipment.** Trojan AON is made up of the following pieces of equipment (the **AON Equipment**) which will be supplied and installed during the Installation:
- (a) the AON Charge Point which is installed in the pavement;
  - (b) the AON Box which is installed at the Host's property and connected to the Host's domestic energy supply;
  - (c) associated electrical cabling connecting the AON Charge Point with the AON Box; and,
  - (d) any ancillary equipment necessary to safely complete the Installation.

- 3.2 **The Adaptor.** We will supply you with an Adaptor to allow you to connect your electric vehicle to the AON Charge Point. If you are a Subscribing Host, you may request a maximum of one (1) additional Adaptor for your household (an **Additional Adaptor**). Provision of an Additional Adaptor is subject to any charges set out in clause 11.3(e) of these AON Terms and/or your Contract Summary.

## 4 WHAT WE NEED FROM YOU

- 4.1 **Information about the Property.** In order to schedule the Installation, we will need some information from you about the Property and your electricity supply in advance of the date of your Installation (**Customer-Provided Information**). If you are unable to provide us with the Customer-Provided Information, we cannot guarantee that we can carry out the Installation.
- 4.2 **Responsibility for securing Resident Property Consents.** Other than those consents we have obtained from the local authority on your behalf you are responsible for ensuring that any required consent to the Installation is obtained before the Installation begins (such as permission from your landlord, housing association or neighbours in respect of communal areas) (**Resident Property Consents**).
- 4.3 **Failure to secure Resident Property Consents.** If you are unable to secure any required Resident Property Consents you must inform us immediately. If you do not let us know and we continue to carry out Installation, if the Trojan AON is later required to be removed as a result of your failure to secure Resident Property Consents then you will be in breach of your Contract. A breach under this clause 4.3 will be deemed to be an Exit and you may be required to pay us an Exit Fee in accordance with clause 16.7 of these Terms. For your safety, only Trojan Energy or an appointed approved third party shall be permitted to remove a Trojan AON and associated AON Equipment.

## 5 PLANNING PERMISSION, PERMITS & NO RIGHT TO PARK

- 5.1 **Planning Permission.** Where necessary, we will be responsible for applying to the governing local authority for any required planning permission and/or permits required for the Installation (**Planning Permission**). In the event that we cannot secure Planning Permission, we will notify you and terminate your Contract.

- 5.2 **No right to park.** Installation of a Trojan AON at the Property shall not provide you, or any other person whatsoever, with any right to park a vehicle, whether necessary to make use of the Services or otherwise, unless consent to the same is otherwise granted to you by the relevant local authority.

## 6 INSTALLATION

- 6.1 We will supply the AON Equipment and associated installation services at the Property (the **Installation**).
- 6.2 The AON Equipment must only be installed by Trojan Energy or a Trojan Energy approved installer (each an **Installer**).
- 6.3 An Installer will contact you in advance to arrange a suitable time to undertake the Installation (the **Installation Date**).
- 6.4 You must ensure that the Installer is able to access the Property on the Installation Date and that someone over the age of 18 is present and able to make decisions related to the Installation (such as where we will route internal cables or place the AON Box). If the Installer cannot access the Property on the Installation Date as agreed, we may charge you any reasonable costs incurred by us as a result.
- 6.5 You may be asked to agree and sign a scope of work document prior to the Installer starting work on an Installation which will set out the steps the Installer is required to take in order to complete the Installation (including, for example and without limitation, where the AON Box will be installed, where digging will be necessary, where a cable will be run and its point of entry into the Property).
- 6.6 Following our assessment of the location for Installation, there may be technical reasons that prevent us from carrying out an Installation at the Property or continuing with an Installation should we begin and encounter conditions that mean it is not possible to do so. Any decision we take to not complete an Installation will be at our sole discretion. We reserve the right to terminate your Contract should Installation not be possible.
- 6.7 Except where you agree to pay a Non-Standard Installation Supplement in accordance with clause 6.8, a standard Installation will be carried out at no cost to you as a Host.



- 6.8 In exceptional circumstances, we may determine that an Installation is a Non-Standard Installation.
- (a) A **Non-Standard Installation** may include, for example and without limitation, where the distance from the kerb to your home is in excess of seven-and-a-half (7.5) metres, where the dig requirements at your home are hard formation (such as concrete or tarmac), or where your electricity fuse board is located in an area of the Property that cannot be accessed from an external wall.
  - (b) If the Installation is a Non-Standard Installation, you may be charged a reasonable sum for any additional work that is required to complete the Installation (a **Non-Standard Installation Supplement**).
  - (c) We will advise you in advance of the Installer starting work at your property of our determination that the Installation is to be treated as a Non-Standard Installation, and of the Non-Standard Installation Supplement that you will be required to pay should you wish to continue with the Installation.
  - (d) If you do not agree to pay the Non-Standard Installation Supplement, you or we may cancel your Installation and terminate your Contract without any additional cost to you.
- 6.9 **Subsidy, grants and financial incentives.** On our request, you agree to complete any application to the UK Government in relation to subsidy, grants or other financial incentives available to Trojan Energy's benefit for cross-pavement EV charging solutions (each a **Grant**). We will offer any assistance that you may need to undertake the Grant application process (the **Grant Application**). A Grant Application must be submitted at the earliest possible opportunity and in any case prior to Installation. Where there is a Grant available and you are unwilling to make a Grant Application, we reserve the right to charge you the equivalent sum as an installation supplement (the **Grant Substitution**). We will contact you when a Grant Substitution is required with details of the associated sum. A Grant Substitution must be paid prior to Installation. If you do not agree to pay a Grant Substitution, you or we may cancel your Installation and terminate your Contract without any additional cost to you.

## **7 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU DURING INSTALLATION**

- 7.1 **When we are liable for damage to your property.** We will make good any material damage to the Property caused by our negligence during Installation. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property, nor for replacement of structures, fixtures, fittings and items of a similar nature (including – without limitation – paving slabs, carpet, wall coverings and flooring, including laminate flooring) in addition to any of those that may be damaged by the Installer during Installation.
- 7.2 **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 and/or was not reasonably foreseeable at the time of entering into this Contract. We will not be responsible for losses that you could have avoided by taking reasonable action. We will only be responsible for direct losses as a result of us breaching these AON Terms.
- 7.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes, without limitation, liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation.
- 7.4 **Reinstatement.** By agreeing to these AON Terms, you acknowledge that an Installation may cause superficial or aesthetic alterations or damage to your existing property (such as, for example and without limitation, requiring to dig a trench through a concrete patio, or where we agree at your request to run the internal cable under the floor or carpet rather than along the wall). The Installer will take all reasonable steps to reinstate any work site to the condition it was in prior to beginning the Installation, and in every case such reinstatement shall be consistent with that to be expected of a reputable building contractor undertaking work of this type. We shall not be held liable for any costs associated with aesthetic or superficial damage incurred by you as a result of the Installation and you agree that we will be under no obligation to fully reinstate on a like-for-like basis.



## 8 COMMISSIONING & TESTING

- 8.1 Following completion of the Installation, we will commission the AON Charge Point, ensuring all required safety checks are completed and the AON Charge Point is in working condition (**Commissioning**). The AON Charge Point will be made available for use by you and the general public after Commissioning is complete.
- 8.2 Trojan Energy may require to carry out tests during the term of your Contract on the AON Charge Point and/or AON Box. We may require access to the Property to carry out these tests. You must permit access to Trojan Energy representatives to carry out these tests. We will give you reasonable notice of any requirement for access to the Property.

## 9 OWNERSHIP

- 9.1 The AON Equipment will at all times remain the property of Trojan Energy and you will not own or have any interest in the AON Equipment.

## 10 YOUR OBLIGATIONS

- 10.1 For the Connection Period as set out in your Contract Summary, you must:
- (a) ensure that an electrical connection between your consumer supply and the AON Equipment is maintained such that the AON Charge Point remains operational; and,
  - (b) on our request and where possible, allow the AON Equipment to connect to your home internet connection via Wi-Fi for the purposes of our monitoring of the AON Equipment to ensure and improve system reliability;
- (together the **Connection**).
- 10.2 You must continue to permit sharing of the AON Charge Point in accordance with clause 13 of these AON Terms (**Sharing**, and **Share** or **Shared** as relevant).
- 10.3 We only supply the Adaptor and any Additional Adaptor to you for your domestic and private use. You agree not to use the Services for any commercial, business or re-sale purposes.

10.4 During your sign-up process and in any case prior to your Service Commencement Date, you will be required to connect Trojan Energy to details of your domestic electricity tariff in the **Portal** via a secure third party platform, operated and managed by *FlatPeak* (the **FlatPeak Platform**) for the sole purpose of connecting your **Account** with details of your domestic energy tariff. It is important that we have access to your energy tariff details to allow for accurate reimbursement for use of the AON Charge Point by users not in your household. You must inform us by email or in the Portal if you change your domestic energy supplier and/or energy tariff. Any interaction you have with the FlatPeak Platform will be subject to the terms and conditions applicable to the FlatPeak Platform as determined by *FlatPeak*, which will be available for you to view during the sign-up process. We will not be responsible for any claims arising from your use of the FlatPeak Platform.

## 11 THE PRICE OF THE SERVICES

11.1 **Pricing.** As a Host, you will either pay a fixed monthly fee to Trojan Energy on a subscription basis as a **Subscribing Host** or pay for charging on a pay-as-you-go basis as a **PAYG Host** (each a **Host Type**).

11.2 **Subscription during the Initial Term.** For the Initial Term, you will be a Subscribing Host and pay a Subscription Fee. Following the end of the Initial Term, you may switch your Host Type in accordance with clause 11.5 of these AON Terms.

### 11.3 Subscribing Hosts

- (a) As a Subscribing Host, you will be charged a fixed monthly fee every billing month as set out in your Contract Summary (the **Subscription Fee**).
- (b) Payment of the Subscription Fee will entitle you to use the Services via any Charge Point in the Trojan Charging Network in any billing month.
- (c) When using the Services via the AON Charge Point connected to the Property, in addition to your Subscription Fee, you will continue to pay your domestic electricity supplier for the cost of electricity per kWh (your **Domestic Tariff**) for any energy you use to charge your vehicle.

- (d) When using the Services via any other Trojan Energy Charge Point, you will pay to Trojan Energy a fee equal to your Domestic Tariff for any energy you use to charge your vehicle.
- (e) If you request and we agree to provide you with an Additional Adaptor for use by another member of your household in accordance with clause 3.2, a charge will be added to your Subscription Fee for as long as you require the Additional Adaptor (the **Additional Adaptor Fee**). The Additional Adaptor Fee will be as set out in your Contract Summary.

#### 11.4 **PAYG Hosts**

- (a) As a PAYG Host, you will not be charged a Subscription Fee.
- (b) You will be entitled to make use of any Trojan Energy Charge Point (including the AON Charge Point connected to the Property) charged on a pay-as-you-go basis.

11.5 **Your right to switch your Host Type.** Providing your Initial Term has ended and a Rolling Term has become effective in accordance with clause 2.7, you may at any time provide us with one (1) month's notice that you wish to change your Host Type from a Subscribing Host to a PAYG Host (a **Switch**). Your Switch to a PAYG Host will be subject to you agreeing to the appropriate terms and conditions in force at the time your Switch is effective.

11.6 **Return of Additional Adaptor as a result of a Switch.** If you make a Switch from a Subscriber Host to a PAYG Host, you may be required to return any Additional Adaptor to us. We will contact you to arrange collection. You may be charged the reasonable costs of collection.

#### 11.7 **Setting and making changes to the Subscription Fee.**

- (a) During your Initial Term, we may change the Subscription Fee at any time if it is reasonable to do so in order to respond proportionately to:
  - (i) any changes in any relevant laws or regulations (including any changes in value added tax);
  - (ii) any decision of a court, competent authority or ombudsman;

- (iii) your breach of the minimum use conditions set out in clause 14;
  - (iv) your breach of the fair use conditions set out in clause 15; or,
  - (v) a change in the costs to us of providing the Services to you, and the facilities we provide in connection with the Services.
- (b) Following expiry of the Initial Term, we may change the Subscription Fee at any time.
- (c) In each case, we will notify you of any changes via email, SMS or by notifications in the Portal. If a change to the Subscription Fee is not to your advantage (for example because it is an increase), for any of the reasons given above, we will give you reasonable notice of the changes.
- (d) If you are within your Initial Term and any change to the Subscription Fee is greater than 10%, you will be entitled to terminate your Contract, with such termination being treated as a termination following expiry of your Initial Term in accordance with clause 16.2(c). Termination pursuant to this clause 11.7 (d) will not affect your obligation to maintain Connection for the Connection Period.

**11.8 Your right to compensation.** If you are a Subscribing Host and there are problems with the Services that are within our control (such as a defect with the Adaptor or AON Equipment), you are entitled to compensation at the following rate:

- (a) for the first three (3) days of loss of service in any billing month - no compensation; and,
- (b) from day four (4) of loss of service in any billing month - compensation at the rate set out in your Contract Summary (the **Compensation Rate**).

Please contact us to register your claim if you believe you are entitled to compensation.

## **12 PAYMENT FOR THE SERVICES**

**12.1 Your choice of payment and Reimbursement method.** When you register your Account, you will be required to:



- (a) authorise an automatic recurring payment to be made from your chosen debit or credit card (your **Registered Card**); and,
- (b) provide details for the bank account into which you would like Reimbursement payments to be made in accordance with clause 13 (your **Nominated Bank Account**).

12.2 **Your Registered Card.** We accept *Visa, Mastercard* and *American Express*, and cards must be issued by a UK bank or building society.

12.3 **Your Nominated Bank Account.** We accept bank details from banks and building societies registered in the UK.

12.4 **Payment and Reimbursement.** All payments that you make to us, and Reimbursement payments that we make to you will be processed via our payment gateway provider, *Stripe*, and may require authorisation by the relevant card issuer, bank or building society (the **Stripe Platform**). Further information on *Stripe* payments can be found at <http://stripe.com>. Any interaction you have with the *Stripe* Platform will be subject to the applicable terms and conditions as determined by *Stripe* and which will be available for you to view during the sign-up process. We will not be responsible for any claims in respect of your use of the *Stripe* Platform.

12.5 **Initial Payment.** Following completion of the sign-up process in the Portal and your acceptance of these AON Terms, you will be charged a sum equal to one (1) month of your Subscription Fee (the **Initial Payment**). Your Initial Payment will be credited to your Account and represents payment for the first month of your Subscription Fee applicable following the Service Commencement Date.

12.6 **Return of your Initial Payment.** In the event that your Contract ends prior to the Service Commencement Date as a result of:

- (a) your decision to cancel your Contract in the Cooling-Off Period under clause 16.1;
- (b) our decision not to proceed with Installation under clause 6.6;
- (c) your decision not to agree to payment of a Non-Standard Installation Supplement under clause 6.8; and/or,

(d) your decision not to agree to payment of a Grant Substitution under clause 6.9;

(a **Pre-Service Cancellation**), we will return your Initial Payment to you within thirty (30) days of the date of the Pre-Service Cancellation.

12.7 **Payment frequency.** If you are a Subscribing Host, your Subscription Fee will automatically be charged to the card you have registered in the Portal on a monthly basis.

12.8 **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 in the Portal, and a monthly statement will be available for you to view, print or download itemised on a per-Adaptor basis. If you think you have been incorrectly charged, please contact us promptly to let us know.

12.9 **We may suspend supply of the Services or terminate your Contract if you do not pay.** If you do not pay us for the Services, because we are unable to take payment from your chosen card, we will notify you and contact you to take alternative means of payment. If you are unable to pay, your access to the Services may be suspended until such time as you are able to settle all outstanding sums. 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 your Contract in accordance with our rights under these AON Terms and/or the Terms of Service. If we elect to terminate your Contract in accordance with this clause 12.9 and the date of any such termination is during your Initial Term, this will be treated as an Early Termination and you will be required to pay us the Early Termination Fee as set out in clause 16.5.

## 13 SHARING & REIMBURSEMENT

13.1 The Trojan AON connected to the Property is installed for use by you and by other residents in your local authority area. Anyone other than you making use of the AON Charge Point at the Property is referred to as a **Secondary User**. You must not do anything to prevent the AON Charge Point being used by a Secondary User when you are not using it to charge your electric vehicle.

13.2 The use by a Secondary User of a Trojan AON at the Property of a Host, and the associated cost to the Secondary User, is determined by a separate, independent

contract that exists between Trojan Energy and the Secondary User. Nothing in these AON Terms or any other terms provided by Trojan Energy will create a contractual or legal relationship between a Host and a Secondary User.

- 13.3 Trojan AON has an in-built MID class B accuracy electricity meter with an accuracy level of higher than 99.5%. Trojan Energy will accurately monitor any charging session completed by a Secondary User (**Sharing Session**) and will reimburse to the Host the cost of any Sharing Session calculated by multiplying the Host's Domestic Tariff by the units of energy used during the Sharing Session on a per kWh basis, plus 0.5% to ensure a Host is never under-reimbursed (**Reimbursement**).
- 13.4 **Reimbursement.** Reimbursement sums will accrue over a monthly billing period and be paid directly into the Host's Nominated Bank Account on a monthly basis by way of a reverse *Stripe* transaction.

## 14 MINIMUM USE

- 14.1 **Minimum use.** It is expected that an AON Charge Point achieves a minimum utilisation rate of 500 kWh of energy through Sharing Sessions over any six (6) month period (the **Sharing Threshold**).
- 14.2 **Our right to increase the Subscription Fee due to failure to meet the Sharing Threshold.** If, in the six (6) months immediately prior to the expiry of your Initial Term or in any six (6) month period thereafter the Sharing Threshold has not been met, we reserve the right to increase the Subscription Fee payable by you. We will contact you to let you know of our intention to increase the Subscription Fee. Your right to terminate your Contract as a result of an increase we make to the Subscription Fee under this clause 14.1 is as set out in clause 16.2(c).

## 15 FAIR USE

- 15.1 We provide the AON Equipment for use by you and by other residents in your local authority area. You do not have the sole right of use of the AON Equipment and should consider your use of the Services in line with this clause 15.
- 15.2 As a Subscriber Host, you are entitled to reasonably make use of the Services, subject to a maximum of 500 kWh of charging on average per month in any three (3) month

period (**Fair Use Threshold**). If you breach the Fair Use Threshold, we reserve the right to increase your Subscription Fee in accordance with clause 11.7.

15.3 You must not:

- (a) prevent a Secondary User from Sharing the AON Charge Point when it is not otherwise in use (either by yourself or by a Secondary User) (for example, and without limitation, by regularly blocking the AON Charge Point with your vehicle or leaving your Adaptor plugged into the AON Charge Point when you are not using the Services); or,
- (b) share your Adaptor or any Additional Adaptor with anyone other than a member of your household.

15.4 If we become aware of any breach of this clause 15 (the **Fair Use Policy**), or have reasonable cause to believe that you have or will breach the Fair Use Policy, we may at our sole discretion:

- (a) inform you that we have become aware of your breach of the Fair Use Policy;
- (b) notify you of our intention to raise your Subscription Fee in accordance with these AON Terms; or,
- (c) terminate your Contract in accordance with these Terms.

## 16 CANCELLATION & TERMINATION

16.1 **Your Cooling-Off Period.** You have the right to cancel your Contract within the first fourteen (14) days without giving a reason. The cancellation period will expire 14 days from the date you accept these AON Terms and your Contract comes into effect (the **Cooling-Off Period**).

16.2 **Your right to terminate the Contract.** You have the right to terminate your Contract any time.

- (a) **Termination during the Initial Term.** Should you elect to terminate your contract during the Initial Term, you will be required to pay the charges set out in clause 16.5. You will still be required to maintain Connection for the Connection Period in accordance with clause 10.1.



- (b) **Termination during the Connection Period.** Should you elect to terminate your contract during the Connection Period, you will be required to pay the charges set out in clause 16.7.
- (c) **Termination following expiry of the Initial Term.** Should you elect to terminate your contract following expiry of the Initial Term, you will not be required to pay any fees or charges as a result, save for any costs associated with:
  - (i) your failure to allow our removal of the AON Equipment in accordance with clause 16.3; and/or,
  - (ii) your failure to return the Adaptor and/or Additional Adaptor in accordance with clause 16.4.

You will still be required to maintain Connection for the Connection Period in accordance with clause 10.1.

- (d) **Termination following expiry of the Connection Period.** Should you elect to terminate your contract following expiry of the Connection Period, you will not be required to pay any fees or charges as a result, save for any costs associated with:
  - (i) your failure to allow our removal of the AON Equipment in accordance with clause 16.3; and/or,
  - (ii) your failure to return the Adaptor and/or Additional Adaptor in accordance with clause 16.4.

**16.3 Removal of the Trojan AON on cancellation or termination.** If you cancel this Contract, or it terminates for any reason whatsoever, or you ask us to remove your access to the Services, we may – at our sole option – elect to safely remove the AON Equipment. We will give you seven (7) days’ notice of our intention to do so and to arrange a time with you to access the Property to safely remove the AON Equipment. If we are unable to gain access to your home address through no fault of ours, you may be liable for the cost of any AON Equipment we are unable to recover.

- 16.4 **Return of the Adaptor and/or any Additional Adaptor on cancellation or termination.** If you cancel this Contract, or it terminates for any reason whatsoever, or you ask us to remove your access to the Services, you must return the Adaptor and/or any Additional Adaptor to us. We will contact you to arrange collection. You may be charged the reasonable costs of collection.
- 16.5 **Consequences of termination during the Initial Term.** If you request to terminate your Contract during the Initial Term (an **Early Termination**) or fail to satisfy the obligations set out under clause 10 and/or clause 12.9, you will be required to pay us a sum equal to your Subscription Fee multiplied by the number of months remaining on your Initial Term (the **Early Termination Fee**).
- 16.6 **When the Early Termination Fee does not apply.** The Early Termination Fee does not apply if termination of your Contract is due to our breach of this Contract or is the result of a Home Move (which will be handled in accordance with the terms and conditions set out in clause 17 of these AON Terms).
- 16.7 **Failure to maintain Connection.** If you fail to fulfil your obligation to maintain a Connection for the Connection Period, regardless of whether or not your Initial Term has expired, or you request that we remove the Connection and/or the AON Equipment, and/or terminate your Contract (an **Exit**), you will be required to pay us the Exit Fee as set out in your Contract Summary (the **Exit Fee**).
- 16.8 **When the Exit Fee does not apply.** The Exit Fee does not apply if termination of your Contract or removal of the Connection and/or the AON Equipment is due to our breach of this Contract, or is the result of a Home Move (which will be handled in accordance with the terms and conditions set out in clause 17 of these AON Terms).

## 17 MOVING HOME

This clause applies when you are a Host and you are moving from the Property at which an AON Charge Point is installed.

### 17.1 **Moving away from an address where Trojan AON is installed.**

- (a) If you move from the Property (**Home Move**), you may terminate your Contract.

- (b) You must notify us of the date of your Home Move at the earliest possible opportunity.
- (c) You may not remove or take the Trojan AON with you to your new property.

## 17.2 **Consequences of a Home Move termination.**

- (a) If you terminate your Contract due to a Home Move during the Initial Term, you will be charged a fee as set out in your Contract Summary (the **Home Move Fee**).
- (b) If you terminate your Contract due to a Home Move after the expiry of the Initial Term, there will be no obligation for you to make any further payment.

17.3 **Removal of the Trojan AON as a result of a Home Move.** If you notify us of a Home Move, we may – at our sole option – elect to safely remove the AON Equipment. We will give you seven (7) days' notice of our intention to do so and to arrange a time with you to access the Property to safely remove the AON Equipment. If we are unable to gain access to the Property through no fault of ours, you will be liable for the cost of any AON Equipment we are unable to recover.

17.4 **Return of the Adaptor as a result of a Home Move.** If you notify us of a Home Move, you must return any Adaptor or Additional Adaptor in your possession to us prior to the date of your Home Move. We will contact you to arrange collection. You may be charged the reasonable costs of collection.

## 18 **VALUE ADDED TAX**

18.1 **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 (including payment in relation to the Subscription Fee) shall be subject to VAT at the appropriate prevailing rate.

## 19 **OTHER IMPORTANT TERMS**

19.1 **We may transfer this Contract to someone else.** We may transfer our rights and obligations under this Contract 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.

19.2 **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 AON Terms.

19.3 **We may amend this Contract by written notice to you.** We may vary the AON 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 the AON 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 thirty (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.

19.4 **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the provisions of these AON Terms operate separately. If any court or relevant authority decides that any of the provisions of these AON Terms are unlawful, the remaining provisions will remain in full force and effect.

19.5 **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 AON 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 AON 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.



- 19.6 **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, the AON Equipment 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, the AON Equipment or any of the Services shall in any case be revocable, non-exclusive, non-transferable and non-sublicensable.
- 19.7 **Which laws apply to this Contract and where you may bring legal proceedings.** These AON Terms are governed by the laws of England & Wales and any disputes or claims in connection with your Contract, are subject to the non-exclusive jurisdiction of the English court system.
- 19.8 **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it without you having to go to court. You can submit a complaint to *Consumer Arbitration* through their website at <https://www.cdrl.org.uk/consumer-arbitration> or by calling 020 3540 8063.
- 19.9 **Your statutory rights.** These AON 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.

## 20 COMPLAINTS & UNACCEPTABLE BEHAVIOUR

- 20.1 How to complain. If you are unhappy with us, the AON Equipment or any Services we have provided to you, please contact us:
- (a) By email at [complaints@trojan.energy](mailto: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>.

- 20.2 **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>.

## 21 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 21.1 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 your Contract and in our Privacy Policy which can be viewed at <https://trojan.energy/privacy>.
- 21.2 **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>.
- 21.3 **Communication preferences.** You may opt-out of receiving Communication from us by adjusting your preferences in the Portal.



## **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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