

General Terms and Conditions Subscriptions

September 2021

1. Scope

- 1.1. Upon the purchase or resale of a Charge Point, the Customer is required, unless communicated or agreed upon otherwise, to take out or to have the purchasing party take out, a Subscription to which these Subscription terms and conditions apply. The General Terms and Conditions of The New Motion EVSE Limited apply to these General Terms and Conditions Subscriptions. The General Terms and Conditions of The New Motion EVSE Limited can be found on the website: www.newmotion.com.
- 1.2. Capital terms used in these General Terms and Conditions Subscriptions but not defined in these General Terms and Conditions Subscriptions shall have the meaning ascribed to them in the General Terms and Conditions of The New Motion EVSE Limited unless the context requires otherwise.

2. Subscriptions

- 2.1. A subscription is activated via the Portal or accepted by the Customer in some other way. A Subscription is taken out for a month, starting on the date on which it is activated or accepted in some other way, and is then tacitly renewed for an indefinite period of time.
- 2.2. Notice to terminate a Subscription may be given by the Customer on a monthly basis, must be given via the Portal with the settings intended for the purpose or must be given in writing by means of a letter to this effect to The New Motion EVSE Ltd. 3 Waterhouse Square, 138 - 142 Holborn, London, EC1N 2SW, The United Kingdom or an email to this effect to customerservice@newmotion.com, quoting the Customer's name and address, postcode, place of residence or place of business and the desired date of termination. Subject to the Right of Withdrawal for

address

The New Motion EVSE Ltd.
3 Waterhouse Square, 138 - 142 Holborn,
London,
EC1N 2SW,
The United Kingdom

telephone

+44 (0)20 3868 1036

e-mail address

customerservice@newmotion.com

website

https://newmotion.com/en_GB

CoC (CRN)

10296832

VAT

248 1696 76

Bank account

GB75FTSB40625220022183



consumers, as referred to in these Terms and Conditions, there will be no refunds of previous subscription payments.

- 2.3. The applicable charges for the different forms of Subscription can be found on the Website. The Customer is billed the charges for the power consumption from charging at a Private Charge Point directly by the Customer's electricity supplier. The Customer is billed the charges for using a Public Charge Point in accordance with the tariffs set by NewMotion. These charges are not therefore included in the cost of the subscription. The charges for using a Public Charge Point can be found in the NewMotion Apps.
- 2.4. The Customer warrants that all information supplied by the Customer to NewMotion is correct, complete, and accurate. This means, for example, that the Customer, when concluding a Subscription, provides its personal details, such as name, bank account number, VAT number, billing address, credit card details and e-mail address, which will be current, complete, and correct at all times. The Customer is required to immediately report any changes to these details to NewMotion through the Portal. NewMotion may assume that these details are accurate until the moment of change.
- 2.5. NewMotion either sends invoices for Subscriptions (including fees for use of Public Charge Points) and Products to the Customer by email or publishes them on the Portal and notifies the Customer of them by means of an email. Invoices for Other Services are sent to the Customer by email only, unless otherwise agreed in writing.
- 2.6. In the case of Subscriptions (including fees for use of Public Charge Points) the invoiced amount is debited from the bank account given by the Customer by monthly direct debit subject to the applicable SEPA time frames, unless otherwise agreed or if NewMotion wishes to invoice in some other way. The Customer must ensure that the invoiced amount is collectible by direct debit.
- 2.7. NewMotion is entitled to terminate the Subscription with immediate effect:
 - a. if the direct debit could not be executed successfully several times or in case of the non-fulfillment of any payment obligation, or
 - b. if any proceedings in insolvency, bankruptcy (including reorganization), liquidation or winding up are instituted against the Customer, whether filed or instituted by the Customer, voluntary or involuntary, a trustee or receiver is appointed over the Customer or any assignment is made for the benefit of creditors of the Customer; or
 - c. if the Customer or the End User caused damage to a Charge Point and/or Charging Service; or
 - d. in other circumstances, including, but not limited to, misuse and/or suspicion of fraud.

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