

# Electric Vehicle Charging Terms and Conditions

Terms and Conditions of Lidl Great Britain Limited ("we", "us") for the charging of electric vehicles and the use of charging stations ("Charging Points") in Great Britain by means of the function in the Lidl App ("Function").

The Lidl App is offered by Lidl Stiftung & Co. KG. The charging and usage contract is concluded exclusively with us, Lidl Great Britain Limited (registered office address: Lidl House, 14 Kingston Road, Surbiton, England, KT5 9NU).

## 1. When does your loading and usage contract via the Lidl app come into effect?

(1) Use of the function requires a registration with the Lidl Plus account of the respective user ("User" or "you") in the Lidl app as well as registration for Lidl Pay within the Lidl app. If you have not yet created a Lidl Plus account, the registration required for this can be made via the app after downloading it. The use of and registration for the Lidl Plus account is subject to the "Terms of Use Lidl Plus", which can be accessed at <https://www.lidl.co.uk/c/lidl-plus-terms-of-use/s10025414>.

(2) At the Charging Point, you make an offer to conclude a charging and usage contract between us and yourself as the User of the Charging Point by clicking the "Begin Charging" button. The offer is accepted by us by activating the Charging Point and simultaneously represents the start of charging of the electric vehicle ("Charging Process"). For the duration of the Charging Process, you are entitled to use the Charging Points.

(3) Before beginning the Charging Process, you must review the applicable Terms and Conditions of Parking ("Parking Terms and Conditions") to ensure that you are permitted to park your vehicle at the relevant Charging Points during the Charging Process. **You are not automatically licensed to use the parking facilities as a result of your usage of the Charging Points.**

(4) Before starting the Charging Process, you are obliged to ensure that the charging plug which you are using has no visible defects. You select the Charging Point in the app, either directly via the map in the app or by scanning the QR code located on the charging unit connect your electric vehicle and then start the Charging Process by confirming the button "Begin Charging". This activates the Charging Point and the Charging Process. The Charging Process is started as soon as the Lidl Pay authorisation process is completed and you have connected your electric vehicle to the Charging Point. The Lidl Pay authorisation process includes the holding of a specified sum ("Preauthorisation") from your payment method. After completion of the Charging Process, the Preauthorisation is cancelled and you will be charged the actual number of kWh received. The Preauthorisation amount may still be shown as pending in your accounts for a period of time which may vary depending on your payment service provider and/or bank. Please note that if you fail to connect your vehicle to the Charging Point, the Preauthorisation will be cancelled, and you will not be charged.

(5) The Charging Process ends when you stop the power consumption (for example, by pressing the "Stop Charging" button in the Lidl app) or when a max. amount of preauthorization is reached, and you disconnect the electric vehicle from the Charging Point.

(6) You may end the Charging Process at any time by pressing the "Stop Charging" button in the Lidl app, at which point, you will be charged for the actual number of kWh received. However, **you do not have a right to cancel the loading and usage contract after you have started the Charging Process.**

(7) In order to use the service, you must use a device with a data connection to enable internet access. It is your responsibility to provide all technical devices required to use the Lidl app and to provide your

own data connection. You are responsible for all incurred fees in relation to your device(s) and your data connection.

(8) We do not save this contract text after conclusion of the contract. You can retrieve and save the terms of use at any time in the main menu of the app.

## **2. What kind of electric vehicles are you allowed to charge at the Charging Point and what do you have to consider?**

(1) You shall only charge electric vehicles which comply with applicable laws and regulations at our Charging Points. You are responsible for ensuring that the battery in your vehicle is compatible with using the Charge Points to charge your vehicle. You must further ensure that the battery in your vehicle is of a standard and quality no less than that recommended by the manufacturer of your vehicle and you shall not connect your vehicle to the Charge Points should the battery be damaged, faulty, or otherwise modified in any way.

(2) The electric vehicle and the equipment necessary for the Charging Process, such as cables, must comply with the applicable legal requirements.

## **3. Which technical charging options and which connection to the Charging Point do we offer?**

(1) We offer Charging Points at which electricity can be transferred to your electric vehicle with a power output starting from 7kW. For the Charging Process, we use either alternating current (AC) or direct current (DC). Please refer to the information at the respective Charging Point for the power and type of current with which you can charge your electric vehicle at the individual Charging Points. Please note that the power output which the charger can supply to your vehicle also depends on your vehicle.

(2) For the purpose of connecting your electric vehicle, our AC standard Charging Points are equipped at least with sockets or with sockets and vehicle connectors of type 2 in accordance with the DIN EN 62196-2 standard, May 2017 edition. Our AC fast Charging Points are equipped with at least type 2 couplers in accordance with the DIN EN 62196-2 standard, December 2014 edition. Our DC Charging Points are at least equipped with vehicle couplers of the type CCS Combo 2 according to the standard DIN EN 62196-3, edition December 2014, and with a vehicle coupler of the type CHAdeMO.

(3) The charging performance in accordance with paragraph (1) of this section 3 may vary depending on the network load, the connection usage situation and the arrangement of the Charging Points in the switching system. We therefore do not provide any warranty and/or guarantee for compliance with the charging performance at the Charging Points or for the success of the Charging Process itself.

## **4. When can the Charging Process be interrupted or reduced?**

We are entitled to interrupt the Charging Process or to reduce the charging power, if:

- a) the electricity supply is disturbed or interrupted by the responsible grid operator in the grid or connection use;
- b) an interruption or reduction of the charging power at the time of charging is necessary for other compelling technical reasons that prevent an undisturbed or uninterrupted Charging Process;
- c) the permissible loading time according to section 5 is exceeded; and
- d) the limit reservation from your personal payment credit/debit card is reached; and
- e) the Preauthorisation amount via your credit/debit card is reached. Information on the respective Preauthorisation amount is displayed to you on the Lidl app prior to the start of the Charging Process.

**5. When and how long are you allowed to charge your electric vehicle?**

(1) Charging of your electric vehicle is permitted in accordance with the Parking Terms and Conditions stating on the signage displayed in the car park. The maximum parking time as specified by the Parking Terms and Conditions must be observed and applies to the Charging Process and the permissible charging time.

**6. For what purpose and for how long are you allowed to use the parking area directly in front of the charging point? What are the consequences of a violation?**

(1) The parking area directly belonging to the charging point may only be used for the Charging Process (Section 1) and in accordance with the Parking Terms and Conditions stated on the signage displayed in the car park. To enable other customers to charge electric vehicles, the parking area must be vacated immediately (i.e. without culpable delay) after the end of the permissible charging time. The use of this parking area for other purposes and/or outside the permitted charging time is not permitted.

(2) In the event of a violation of Section 5 the Parking Terms and Conditions and any parking charges contained therein shall apply.

**7. What regulations do you have to follow when entering the car park/parking area?**

The Highway Code shall apply to the entire car park, including the parking areas. The User shall comply with all applicable laws and rules including the Road Traffic Acts and Road Vehicles (Construction and Use) Regulations 1986, as amended from time to time.

**8. What are the prices/rates? What payment options do you have?**

(1) The prices for the Charging Process under this charging and usage contract are based on one or more different tariffs, which are clearly displayed to you in the Lidl app and selected by you before the start of the Charging Process. We charge for the Charging Process within the framework of the respective tariff according to kilowatt hours (kWh), including statutory value-added tax and all specific consumption taxes and, if applicable, levies, charges and all other cost components. All prices include the applicable statutory value-added tax/ other levies or charges.

(2) The tariffs are not fixed prices and may therefore vary from charging operation to charging operation. You have no legal claim to a tariff other than the one(s) shown at the time of conclusion of the contract.

(3) Payment is made to us using the debit or credit card you have registered with Lidl Pay. For further details, please refer to the Lidl Plus Terms of Use available at: [Lidl Plus Terms of Use](#)

**9. What damages are we liable for?**

(1) If we fail to comply with these Terms and Conditions we are responsible to you for loss or damage that you suffer which are a direct, foreseeable consequence of us breaking these Terms and Conditions, or any losses or damage you suffer as a result of our failing to use reasonable care and skill.

(2) We do not exclude or limit in any way 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, or for fraud or fraudulent misrepresentation.

(3) Except for any legal responsibilities that we cannot exclude in law, we will not be legally responsible for any loss or damage you suffer arising from:

- (a) possible voltage fluctuations, voltage losses, voltage failures as well as network bottlenecks in the network operator's network and thus due to events within the network operator's area of responsibility for which we are not responsible;
- (b) damage caused by improper use of the Charging Point or due to a defect in the electric vehicle for which we are not responsible;
- (c) the user's charging cable becoming damaged when connecting and/or disconnecting from the Charge Points;
- (d) any damage to the user's vehicle as a result of any incompatibility between the user's vehicle and the Charging Point or the charging cable made available for rapid charging at our Charge Point;
- (e) any damage to your vehicle's battery as a result of connecting and/or disconnecting to the Charge Points;
- (f) any interruption of the Charging Process in accordance with clause 4, resulting in the Charge Points stopping and/or starting and the charging being interrupted at the Charge Points;
- (g) loss of access to the Charging Points or a suspension of the functionality of the Charging Points;
- (h) your failure to inform us of any defects or other material issues you are aware of;
- (i) any parking charge, fee and/or penalty incurred by you as result of failing to park your vehicle at the Charge Points in accordance with the applicable parking Terms and Conditions;
- (j) a third party whilst you are using the Charging Points, including but not limited to theft of your vehicle, theft of possessions from inside your vehicle or other damage to the exterior and/or interior of your vehicle; and
- (k) any inconvenience caused to you by any failure of the Charging Points, the Lidl App or any provided cables (if applicable) and any inability to charge your vehicle due to a lack of availability of the Charge Points.

(4) The above limitation of liability pursuant to section 8 (3) shall also apply to breaches of duty by or in favor of persons for whose fault we are responsible in accordance with the statutory provisions.

(5) The aforementioned limitation of liability pursuant to section 8 (3) shall not apply, however, if we or the persons for whose fault we are responsible pursuant to statutory provisions have fraudulently concealed a defect or assumed a guarantee.

(7) this clause 8 shall survive termination or expiry of these Terms and Conditions.

#### **10. Complaint/Assistance contact information**

For questions or complaints, you can reach our customer service at +44 (0) 8081012791

(Monday to Sunday: 24 h available)

Email: [customer.care@lidl.co.uk](mailto:customer.care@lidl.co.uk)

#### **11. What other provisions apply and what options do you have for dispute resolution?**

(1) The contractual language is English.

(2) These Terms of Use are governed by English law and any disputes or court proceedings arising from them are subject to the non-exclusive jurisdiction of the English courts. (3) In the event that individual provisions of these General Terms and Conditions are invalid, the validity of the remaining provisions shall remain unaffected.

(4) We are not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

(5) We may transfer all or some of our rights under these Terms and Conditions to someone else any at any time, however such transfer will not affect your rights under the contract.

#### **12. Downloading the Terms and Conditions**

You can find the current version of the Terms and Conditions at <https://www.lidl.co.uk/c/ev-charging-terms-and-conditions/s10050978>, and you may download the current version of the Terms and Conditions which can be located here as a PDF at any time.