

## Terms and Conditions of the Offer November 2022

ScottishPower is delighted to be working with the AA to bring you the AA Out of Charge promotion on the terms and conditions set out below. Please read these carefully before signing up for the promotion. Signing up for the promotion confirms your acceptance of these terms and conditions including any linked documents and policies.

These terms and conditions are effective from: 1st November 2022

### Definitions

In these terms and conditions, the following terms have the following meanings:

**Breakdown Incident:** means the immobilisation of an Eligible Vehicle due to the vehicle running out of electrical charge.

**Eligible Customer:** means a customer who has purchased a Smart EV Charger from the Promoter during the Period. This does not include customers who purchase a Smart EV Charger prior to the Period and who are awaiting installation.

**Eligible Vehicle:** means a vehicle that meets the following requirements:

- Maximum Vehicle Weight: 3.5 tonnes Gross Vehicle Weight
- Maximum Vehicle Length: 6.4m (21 ft)
- Maximum Vehicle Width: 2.3m (7ft 6in)
- Maximum vehicle height: 3m (9ft 10in)
- Is built to manufacturer's specifications
- Holds a current MOT Certificate (where required)
- Is in a roadworthy condition
- Is an electric vehicle

**Promoter:** ScottishPower Energy Retail Limited, 320 St Vincent Street, Glasgow G2 5AD.

**Promotion:** The 'AA Out of Charge' promotion as described in these terms and conditions.

**Period:** means the period of time in which the Promoter will run the Promotion being the period from 00:00 hours on the 1<sup>st</sup> November 2022 to 23:59 on the 31<sup>st</sup> December 2024.

**Territory:** means mainland UK

### Eligibility

1. Only Eligible Customers are entitled to benefit from the Promotion.
2. In order to enter the Promotion, Eligible Customers must complete and return the registration form they received via email having consented to receive this as part of their purchase of an EV charger.
3. Registration applications submitted in accordance with the requirements at clause 2 above must be made during the Period.
4. The Promoter will determine it its absolute discretion whether a customer registering for the Promotion is an Eligible Customer and entitled to receive the benefit of the Promotion.

## What is included in the Promotion?

5. The Promotion entitles the Eligible Customer, from the date that the Promoter confirms that the Eligible Customer is registered for the Promotion via email, to either:
  - 12 months' 'out of charge cover' from the AA; or
  - One tow from an AA patrol to the nearest EV Charge Point following a Breakdown Incident whichever occurs sooner.
6. The Promotion does not apply and the AA are entitled to refuse assistance where:
  - The Eligible Vehicle suffers a breakdown that is not a Breakdown Incident as defined above.
  - The Eligible Vehicle suffers a Breakdown Incident outside of the Territory
  - The relevant vehicle is not an Eligible Vehicle
  - The customer or driver of the relevant vehicle is not able to satisfy the AA that they are an Eligible Customer.
7. In the event that the AA informs the customer that the Promotion does not apply and the customer nevertheless requires assistance from the AA, the customer and the AA can agree between them that the customer will pay for any relevant assistance. Where the customer believes that it was entitled to receive the benefit of the Promotion as an Eligible Customer, it should contact the Promoter at [evenquiries@scottishpower.com](mailto:evenquiries@scottishpower.com) who will decide in its absolute discretion whether the customer is an Eligible Customer and whether it shall be entitled to continue to benefit from the Promotion or whether any refund may be due to the eligible Customer.
8. The AA shall equally be entitled to refuse assistance to an Eligible Customer driving an Eligible Vehicle for a number of other reasons related to health and safety and customer conduct. Full details of situations which will entitle the AA to refuse assistance is set out in sections 16 and 17 of the AA's Member T&Cs for Roadside Assistance which can be viewed [here](#). In these scenarios, the Eligible Customer will not be entitled to any refund, extended entitlement under the Promotion or other redress and any further benefits will be at the absolute discretion of the Promoter.

## How to claim under the Promotion

9. Where an Eligible Customer suffers a Breakdown Incident it needs to phone the dedicated AA phone number: 0800 424151
10. The Eligible Customer needs to provide the AA with the following information:
  - Driver name and location
  - Registration number and colour of Eligible Vehicle
  - Make and model of Eligible Vehicle
  - Confirmation that the Eligible Vehicle has run out of charge
  - A telephone number where the driver can be contacted.
11. Once the AA has confirmed that the customer is an Eligible Customer it will liaise with the Eligible Customer to provide the assistance as set out at Clause 5 above.

## At the end of the Promotion

12. Either at the end of the Promotion Period or following a Breakdown Incident the AA will contact the customer to offer them ongoing AA membership to ensure that the customer does not leave themselves without adequate roadside assistance.

## Your privacy

13. We will use your personal information only in accordance with these terms and conditions and our privacy notice which can be found at: <https://www.scottishpower.co.uk/legal/privacy-policy>
14. We will share your information with the AA in order to administer the Promotion. The AA will use your personal information in accordance with their privacy notice which can be found at: <https://www.theaa.com/privacy-notice>.

## Complaints and compliments

15. If you want to contact us about this Promotion or have a complaint or compliment about the way **the Promoter** has conducted it or the service provided to you by **the AA**, you can reach us by:

Email: [evenquiries@scottishpower.com](mailto:evenquiries@scottishpower.com)

Call: 0800 979 7879

## General

16. Limitation of liability: nothing in these terms and conditions will limit our liability for death and personal injury caused by our negligence, fraud or fraudulent misrepresentation or breach or anything that cannot be limited under law. Insofar as permitted by law the Promoter will not in any circumstances be responsible or liable to compensate a customer or accept any liability for any indirect, special or consequential loss or damage sustained by the customer as a result of participating in this Promotion. In respect of all other claims, losses or damages arising from delict, tort (including negligence), breach of contract or otherwise under or in connection with these terms and conditions in relation to any one event or series of connected events, the Promoters liability shall in no event exceed one thousand pounds Sterling (£1,000). Nothing in this clause will affect the statutory rights of a party who seeks to rely on these terms and conditions.
17. Force Majeure: The Promoter will have no liability for any failure or delay in administering the Promotion to the extent the same is caused by any event beyond its reasonable control or that of the AA.
18. Breach of these terms and conditions: if the Promoter has any reason to believe that an Eligible Customer has breached these terms and conditions, it may, at its sole discretion exclude the relevant Eligible Customer from participating or continuing to participate in the Promotion or any future promotion it may offer.
19. None of the above promotional Terms and Conditions shall impact on standard ScottishPower EV Charging T&C's which include:
  - Additional costs may apply to a non-standard installation. Standard installation Terms & Conditions apply.
  - The OZEV EV chargepoint and Energy Saving Trust grants are administered and awarded by third party funding bodies and are subject to eligibility criteria.
20. The Promoter reserves the right to withdraw the offer or amend these terms and conditions at any time without prior notice.
21. These terms and conditions shall be governed and construed in accordance with the laws of Scotland. Any disputes shall be subject to the exclusive jurisdiction of the Scottish courts.