

Shell Recharge Terms and Conditions

1. EV Charging Programme

We are happy to welcome you to the Shell Recharge Programme (“Programme”).

2. EV Charging Transactions

2.1 These terms and conditions of use (“Programme Terms”) apply to all transactions for the supply of EV charging services by Shell (the “Services”) using the Shell App (“App”). By accessing the App and initiating a transaction to charge your EV you agree to be bound by these Programme Terms.

2.2 The Programme Terms form part of the Shell App Terms of Use which shall apply equally to your membership of the Programme.

3. User Restrictions and Access

This Programme is intended for EV motorists only and may not be used by any person who is not legally entitled to drive a motor vehicle.

4. EV Charging Information

The App (subject to availability and without any warranties as to its accuracy) includes: (i) location services to find the closest EV charger to you; (ii) your invoice information; (iii) your payment details; (iv) your charging history; and (v) means to save your favourite charging locations.

5. Charging

5.1 Other than for free EV charger(s), you are required to pay all fees applicable to your use of the Services and purchasing electricity, which shall be payable immediately.

5.2 The App may provide you with an option to initiate EV charging and pay for charging stations from certain third-party EV charging providers ("Roaming Chargers") even if you are only a Shell customer. If this option is provided to you through the App, then you can use the App to initiate and process charging the same way you do with a Shell Recharge charger. Please be aware that although we offer you the ability to use the App to initiate and process charging for Roaming Chargers, Shell does not own or operate Roaming Chargers. Accordingly, Shell is unable to provide you with troubleshooting or support for Roaming Chargers.

5.3 The cost of electricity supplied to you through Shell’s EV chargers can be found on Shell’s websites and/or the App and is subject to live updates and can change at any time. It is your responsibility to check the tariffs for individual EV Chargers.

5.4 Shell does not warrant that tariffs for each individual EV Charger will be available on Shell’s website and/or the App.

5.5 Shell Card holders may be subject to separate contractual terms and conditions, including but not limited to specific rates and other pricing provisions, which may differ from those presented in the App. The use of the Shell Card is governed by the Shell Card Terms and Conditions issued as part of the Shell Card customer agreement.

5.6 If you choose to use the Services outside of the country in which you registered for the App, you acknowledge and agree that your use of the Services will be subject to the terms of service and policies of the relevant local Shell affiliate providing the Services in such other country. You further agree to be invoiced by such local Shell affiliate for any Services you use in such other country. *(available on the local Shell website in each country)*. You further agree to be invoiced by such local Shell affiliate for any Services you use in such other country.

6. Payment

6.1 When you make a payment for the use of Shell's EV Chargers you grant Shell permission to make a pre-authorisation hold against your credit card or bank account (if your chosen payment method is a debit card) for £55 (the "Pre-Authorisation Hold").

6.2 £55 will be temporarily held while you charge your vehicle. Once you have finished charging your vehicle the remainder of the unused funds will be released back to your account. You will only be charged for the value of the electrons taken.

6.3 If the Pre-Authorisation Hold is not granted for any reason, including but not limited to, whether the relevant account does not have the funds necessary for the Pre-Authorisation Hold, you will not be able to proceed with the purchase at all.

6.4 Shell is not responsible for, nor has influence over the time it takes for your bank to release a Pre-Authorisation Hold. It is your responsibility to contact your bank if you have any questions.

6.5 the Pre-Authorisation Hold will be made each and every time you authorise payment using your chosen payment method. This may result in multiple Pre-Authorisation Holds. Shell will not be responsible if by reason of a Pre-Authorisation Hold your bank declines a transaction due to insufficient funds.

7. Credit Checking

7.1 Prior to delivery of the Services and throughout your enrolment in the Programme, Shell may carry out credit checks where necessary to help us confirm your identity and decide whether to provide you with the Services. Shell reserves the right to refuse to provide you with the Services, if you do not pass our credit scoring even if you are already an existing customer.

7.2 This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.

8. Indemnification

You agree to indemnify, defend and hold harmless Shell, its affiliates, officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, legal costs arising from or relating in any way to your use of the Services, engagement in the Shell Recharge Programme, or any violation of these Programme Terms, any law or the rights of any third party.

9. Data Protection and Privacy Policy

Our Privacy Notice and the Shell App Supplementary Privacy Statement set out how we use your data in relation to the Programme. For matters regarding the processing of your personal data, please consult our Privacy Notice available at

<https://www.shell.co.uk/privacy/b2c-notice.html> and the Shell App Supplementary

Privacy Statement available at

<https://www.shell.co.uk/ShellAppSupplementaryPrivacyStatement>

10. Disclaimer and Liability

10.1 To the fullest extent permitted by law, Shell disclaims all warranties, express or implied, regarding the operation of the Programme. You understand and agree that you use the Services at your own risk and that you are solely responsible for any damages or losses arising therefrom.

10.2 To the fullest extent permitted by law, Shell shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Programme for:

- (a) loss of actual or anticipated profit, sales, savings, use, business, business opportunity or revenue;
- (b) losses caused by business interruption;
- (c) loss of goodwill or reputation;
- (d) loss or corruption of data, information or software; or
- (e) any indirect, special or consequential cost, expense, loss or damage suffered by you in connection with the Programme, even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by you and/or Shell.

10.3 Further, Shell shall not be liable to you or any third party in respect of the refusal to provide the Services, fraud, negligence, act, default or omission or wilful misconduct of:

(a) independent contractors engaged by Shell, or their employees, contractors or agents; and

(b) any retail site staff or their employees, contractors or agents.

10.4 If we are found liable to answer for any liability for any claims or damages, including for any negligent act of omission, or breach in connection with the Programme, our and/or our affiliate's total aggregate liability shall not exceed 100 GBP.

10.5 Nothing in these Terms and Conditions of Use shall limit or exclude Shell's liability for death or personal injury caused by Shell's negligence or for fraud or fraudulent misrepresentation.

11. Complaints Procedure

If you have a question or complaint about the Programme, please contact the Shell Recharge customer support team using the contact details available on the Shell website at [Help Centre | Shell UK](#).

12. Termination

12.1 Shell reserves the right in its sole discretion to terminate your access to the Programme or restrict your use of all or any of the Services for any or no reason, without notice and without liability to you or anyone else.

12.2 After any line of action pursuant to Clause 12.1 you are not allowed to create a new account to circumvent the termination, or restriction.

12.3 These Programme Terms remain in effect after your account and/or access to the Services is terminated.

13. Changes to these Programme Terms

Shell may change these Programme Terms at any time without notice, effective upon posting the amended Programme Terms to the App. In the event that the Programme Terms are amended, any use of the Services thereafter will be on the basis of those revised Programme Terms.

[\[Appendix 1 – EV Subscriptions Terms\]](#)

1. EV Subscription

1.1. You may activate an EV subscription service ("EV Subscription") via the App by clicking the "Subscribe now" button.

- 1.2. A valid payment method must be provided by you to activate your subscription, regardless of whether you activate the subscription to commence a “free” or discounted subscription period.
- 1.3. You acknowledge in activating a subscription that you will be liable to make payments to Shell pursuant to your subscription.

2. Pre-Contract Information

- 2.1. Prior to your activation of the subscription, you will be provided with certain key pre-contract information (the “Key Information”) and will be provided with a link to access the full pre-contract information (the “Full Information”).¹
- 2.2. Your subscription will take effect pursuant to the Key Information and the Full Information which shall govern your subscription in full.

3. Subscriptions Customer Support

- 3.1. For any questions, please read the Subscriptions FAQs.
- 3.2. If you cannot find the answer to your questions, please contact Customer Support on 0800 731 8888

4. Cancellation and Amendment of Subscription Offering

- 4.1. Shell reserves the right, in its sole discretion to terminate or amend the subscription offering, or any part thereof with immediate effect.