

## EV Optimise Terms & Conditions, December 2024

### 1. What is EV Optimise

**EV Optimise** is an add-on service for ScottishPower customers who: (i) have an EV; (ii) have an EV charge point installed at their Home; and (iii) meet the additional eligibility criteria (as detailed in section 5). EV Optimise offers credit to eligible customers who opt into EV Optimise and set their Charging Preferences in the SP App (both defined below) to a preference that will allow ScottishPower to control and optimise customers' car charging at their Home. EV Optimise supports one EV per customer account.

The main aim of EV Optimise is to use energy forecasting to Smart Charge your EV at both the cheapest time in the wholesale market and greenest times of the day. The greenest times of day will be when the carbon intensity of the electricity required to charge your EV is at its lowest. This will vary each day depending on a number of factors, including (but not limited to) weather conditions, renewable energy generation and demand on the grid.

All electricity used will be charged at your normal unit rate based on your SP tariff for your electricity supply and these rates will be reflected on your bill. The calculation for your electricity charges and standing charges will remain unchanged. In the first week of each month, EV Optimise will calculate how much credit you have earned based on the previous month's hours of Smart Charge use (for your EV only). This will be displayed as a Credit on your electricity bill (issued in line with your billing cycle) and you will see a summary of the total Smart Charge Credits applied during the relevant billing period.

EV Optimise will not interfere when you charge away from Home. As this is a beta product, occasional issues may arise, but our support team is always ready to assist you via the 'Help' feature in the SP App. We also welcome any feedback to help us improve - you can do this in the settings page of the EV Optimise dashboard.

EV optimise does not currently support households with rooftop or residential battery storage. As such, only electricity that has been used from the grid for Smart Charging will be considered in the Credit calculation. All other local solar energy that goes into EV charging will be excluded from the Credit calculation.

### 2. Definitions

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

**Charging Session:** a period of Smart Charging by an EV Optimise onboarded vehicle at your Home. The duration of the Charging Session will be defined by Session Start and Session End triggers.

**Credit(s):** the credit(s) earned by enabling Smart Charging through EV Optimise. You will earn credits for each kilowatt-hour (kWh) used during your Smart Charging Sessions. Your credit will be calculated as the difference between your normal electricity unit rate and 10p/kWh for each kWh used during a Smart Charging Session.

**Change of Tenancy:** the process through which you let your supplier know you are moving out of/into a property and thus need to either end or begin a new contract for your energy supply.

**Charging Preference(s):** the default settings set by you and used to calculate the optimised schedule for every Charging Session, until you change them. Charging Preferences consist of the Ready-by time and the Charge Target.

**Charge Target:** the percentage of battery you want your car to have at the end of the Charging Session. EV Optimise will always aim to meet this target although some factors such as interrupted connection may not always allow this to be met.

**Enode:** ScottishPower's trusted third party supplier that provides ScottishPower with an application programming interface (API) service, allowing ScottishPower to connect to and Smart Charge your EV or charger.

**EV:** an electric vehicle of which you are the registered keeper or lessee.

**G&E Terms:** the terms and conditions related to your current energy supply and tariff that will remain unchanged with this add on service.

**Home:** the location matching your energy account.

**Manual Charging:** a Charging Session which is not a Smart Charge and includes any charging before Session Start and after a Smart Charging Session is interrupted by connection issues, but charging continues due to default car and/or charger settings.

**Onboarding, Onboarded or Onboard:** signing up to EV Optimise as an add-on to your electricity or dual-fuel tariff and linking your vehicle to EV Optimise, having met all eligibility criteria and having provided all relevant consents and permissions.

**Offboarding or Offboard:** the permanent removal of any and all consents, permissions, and data you have already agreed to share with ScottishPower and its partners in order to use the product.

**Ready-by time:** the time when you want your car to be charged by Session End: when the ready by time set by you is reached or when the Charging Session is interrupted by an unforeseen event.

**Session Interrupted:** a Charging Session that ends before the Ready-by time set by you because of the occurrence of one of the following events: (i) you unplugged the car from the charger; (ii) connection to the car was lost (due to various technical issues); (iii) Smart Charging was disabled by you; (iv) car intervention occurred; or (v) your electricity account is no longer eligible for Smart Charging.

**Session Start:** the start of a Charging Session that is triggered when: (i) Smart Charging is enabled, (ii) the Onboarded vehicle is plugged in at Home, (iii) customer Charging Preferences are set and (iv) the current battery level of the car is below the charge target set by you.

**Smart Charge or Smart Charging:** any charging of an Onboarded EV at your Home location that is controlled and/or optimised by EV Optimise based on the Charging Preferences set by you in the SP App. All Smart Charging is eligible for the Smart Charging discount.

**SP App:** the ScottishPower mobile application, through which the EV Optimise add-on feature will be provided and managed by you.

### 3. Agreement

These EV Optimise add-on terms and conditions (these “**Terms**”) form the agreement between you and us (the “**Agreement**”):

(a) “**you**” are the person who has signed up to the EV Optimise add-on; and

(b) “**we**”, “**us**”, “**our**” or “**ScottishPower**” means ScottishPower Energy Retail Limited, a company incorporated and registered in Scotland (registered number SC190287) and having its registered office at 320 St. Vincent Street, Glasgow, Scotland, G2 5AD.

These Terms are specific to the EV Optimise add-on proposition. They are separate to other ScottishPower terms and conditions, and any specific terms which may apply to the tariff you are on (including, but not limited to, any G&E Terms).

### 4. Eligibility

In order to be eligible to use EV Optimise, you must:

- be an existing ScottishPower customer with a domestic mains electric supply provided by ScottishPower, excluding our EV Saver and Heat Saver G&E tariff;
- have a single rate meter (excludes two rate meters, i.e. Economy 7);
- have a compatible EV and EV charger with internet connection; visit [our compatible vehicles page](#) for more information;
- have a home EV charger installed;
- have no solar panels or residential battery installed;
- consent and opt in to sharing half-hourly consumption data with ScottishPower through a smart meter;
- comply with these Terms;
- provide accurate data on your car and location; and
- maintain sufficient mobile network connectivity.

If your circumstances change and you are no longer able to meet the eligibility criteria, we reserve the right to remove you from the EV Optimise add-on service. You must notify us of any change which may affect your eligibility by writing to us at [evoptimisesupport@scottishpower.com](mailto:evoptimisesupport@scottishpower.com).

### 5. EV Optimise credits

All electricity you use will be charged as standard at the unit rate you pay for your ScottishPower tariff, alongside your normal

daily standing charges.

In the first week of each month, a credit will be applied to your electricity account based on the electricity used for Smart Charging your car only. This will be reflected on your bill in line with your billing cycle.

If you are a direct debit customer, your direct debit will not be affected by the Credits applied to your account with the EV Optimise add-on. If you have any Credits left when you leave ScottishPower, these will be offset against your final bill and, if applicable, a refund will be provided.

If you have a Charging Preference set in the SP App, you need to ensure that your car is plugged in when at Home to enable a Charging Session and be eligible to earn credits. If it is not plugged in, EV Optimise cannot operate.

If you need to charge immediately, you can disable Smart Charging in the settings area of the dashboard.

Please note that any Manual Charging will not be eligible to earn Credits. Credits will be earned only where charging occurs during a Smart Charging Session in line with the Charging Preferences set by you in the SP App.

## 6. How to sign up to the service

You will complete Onboarding by signing up to EV Optimise as an add-on to your electricity or dual-fuel tariff. This includes linking your OEM vehicle manufacturer online account to the ScottishPower smart charging platform and agreeing to these Terms, as well as giving ScottishPower permission to access, use and share your vehicle data with Enode for the purpose of monitoring, controlling and optimising your EV charging at your Home.

## 7. If you change your mind

As EV Optimise is a free add-on service, you have the right to opt out at any time that suits you. If you wish to stop using the EV Optimise add-on, you will have to manually opt out by visiting the 'settings' section on the EV Optimise dashboard in the SP App. You will then see an option to 'Cancel EV Optimise'. Unless you opt out and Offboard, we will continue to collect your data. We will also Smart Charge your car while your car is plugged in at Home, Smart Charging is enabled, and a Charging Preference is set.

You are able to Onboard the service again at any time via the SP App if your circumstances change and you continue to meet the relevant eligibility criteria. Please note that this would need to be set up as a new Onboarding request.

As this add-on is separate to your standard G&E Terms, there will be no renewal of the EV Optimise add-on. You will remain on this service and agree to these Terms until you decide to: (i) opt out of the service via the SP App, (ii) complete a change of tenancy and move from your Home, (iii) leave ScottishPower and move your electricity supply to a different supplier; or (iv) the services are terminated in accordance with paragraph 13 (Termination).

## 8. Use of your personal data

ScottishPower takes looking after your data very seriously and will only ever use your data as set out in these Terms and in accordance with our Privacy Information Notice. Please refer to our [SP privacy information notice](#).

By signing up to EV Optimise, you agree to:

- allow ScottishPower to share your data (anonymised household identification) with Enode to notify them of the details needed to optimise your Smart Charging at your Home;
- provide details of your EV brand, including make and model, efficiency and battery capacity as part of the onboarding journey in the SP App;
- consent via the SP App to sign into your EV account that will enable ScottishPower to connect to your EV and provide details of your EV brand, including make and model, efficiency and battery capacity;
- allow ScottishPower to have access to read vehicle data and read vehicle location and Smart Charge sessions to allow us to provide the services;
- consent to sharing half hourly data from your smart meter; and
- allow ScottishPower to store the data after you Offboard for at least 12 months to be able to provide you with a summary of your charging history to allow us to manage any enquires related to your credit.

You are able to remove your data sharing consent at any time but doing so will mean you can no longer benefit from Smart Charging as we will no longer have the data required to provide this service to you. Additionally, removing your data sharing consent means you will lose access to EV Optimise and your Smart Charging history in the SP App.

Scottish Power is the “data controller” of your personal information for the purposes of applicable data protection legislation. The personal information (including your: name, email, address and contact details) you provide will be processed for the purposes referred to below.

We'll keep your personal information for all processing described below for a necessary period following termination of this Agreement so we can deal with any queries made in relation to the service.

### **Disclosures of your information**

Your information will be shared with Enode, the Supplier of the data integration services to your EV. We have a contract in place with Enode which places obligations on Enode in relation to keeping your data securely and only using it for the purposes instructed to them by Us.

We'll use your personal data as necessary for the purposes of this Agreement, to provide the necessary requested service and for administration purposes. We may also use your personal data for the purposes of our legitimate interests in carrying out customer surveys, checking and verifying your identity and contact details, recording your conversations for training, quality, and compliance purposes and for analytics. We will not use your personal information for any marketing related activities.

You can find more information including how to exercise your data protection rights at our [SP privacy information notice](#).

## **9. Data accuracy**

ScottishPower is not responsible for the accuracy of the data received from your EV charger or compatible EV.

ScottishPower is responsible for accurately calculating credits based on the data available to us but cannot be held responsible in all cases for the data provided to us by external sources.

We may conduct checks on the charging data we receive and if we believe your device is sending inaccurate data it will not be considered eligible.

ScottishPower reserves the right to remove the add-on from your account. Please contact your charger manufacturer or compatible EV manufacturer if you are concerned about the accuracy of EV data recorded.

You are responsible for ensuring that your EV charger or compatible EV is connected to the internet at all times and to your ScottishPower account via the SP App.

If your EV charger or compatible EV goes offline at any point for any reason, and you are disconnected from the EV Optimise platform, or if a Charging Session is interrupted, we will not record Smart Charging energy consumption during this time. This will result in you not receiving Credits for a Charging Session.

## **10. General**

We may transfer our rights and responsibilities under these Terms to another company or entity. We will provide you with written notice if we intend to do this and give you the option to cancel your usage of EV Optimise without liability for additional payments prior to any such transfer taking effect. These Terms shall not be enforceable by any person who is not a party to these Terms.

Each paragraph of these Terms operates separately. If any court or relevant authority decides that any paragraph is unlawful, the remaining paragraphs will remain in full force and effect.

These Terms are in addition to the G&E Terms and should be read in conjunction with the G&E Terms. In the event of an inconsistency between the G&E Terms and these Terms, the G&E Terms shall prevail. These Terms and the G&E Terms set out the entire agreement between the Parties and shall supersede all previous arrangements, understandings or agreements between the Parties, whether written or oral, relating to EV Optimise or any similar products or services provided by us to you. Each Party acknowledges that by agreeing to these Terms, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms.

If we fail to insist that you fulfil any of your responsibilities under these Terms, or we do not enforce our rights against you, or we delay in doing so, that will not mean that we have waived our rights against you. Additionally, this will not mean that you do not have to comply any obligation or responsibility under these Terms.

These Terms shall be governed by the laws of Scotland, and you hereby agree to submit to the exclusive jurisdiction of the courts of Scotland.

## **11. Changes to EV Optimise**

We have the right to withdraw this EV add-on service at any time. We may also make changes to EV Optimise and these Terms at any time that may impact the calculation of Credit that will apply thereafter, by either increasing or decreasing the monetary value of the Credit to be awarded. Any changes to the value of the Credits will not impact any Credits earned up to the point of the relevant change.

If these changes are a disadvantage to you, we will aim to provide reasonable notice in order for you to decide if you wish to continue using the EV Optimise service. You have the opportunity to opt out and opt back in at a time convenient to you.

## **12. Termination**

You agree to use the EV Optimise add-on in accordance with these Terms, the G&E Terms and the EULA. If ScottishPower identifies that you are in breach of these Terms, the G&E Terms, or the EULA, ScottishPower reserves the right to immediately suspend your usage of the EV Optimise add-on service.

## **13. Liability**

We shall be responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable during your usage of the EV Optimise add-on service. Loss or damage is foreseeable if it was obvious that it would happen or if we considered that it might happen at the time.

Whilst we use reasonable skill and care in providing the EV Optimise add-on service to you, we cannot be held responsible for the acts and/or omissions of any third parties.

Under these Terms, our maximum liability to you shall be limited to 50% of the charges paid in connection with your ScottishPower electricity account in the preceding 12 months of the event giving rise to such liability. Nothing in these Terms shall limit or exclude liability for either party in respect of any matter for which it would be unlawful to exclude or restrict liability.

## **14. How to contact us**

If you need to contact us about this service or have any complaints, please email us at [evoptimisesupport@scottishpower.com](mailto:evoptimisesupport@scottishpower.com) or call us on **08006340058** Monday to Friday from 9am to 5pm.