

General terms and conditions

Charging pass & platform EnergyVision NV (edition: 31 January 2024)

Article 1. General

1. The General Terms and Conditions Charging Pass & Platform EnergyVision NV (hereinafter “General Terms and Conditions”) apply to every offer, quotation, order and agreement between the Parties.
2. Any deviations from these General Terms and Conditions are only valid if expressly agreed in writing.
3. If one or more provisions of the Agreement and/or of these General Terms and Conditions are null and void or annulled, the remaining provisions of these Terms and Conditions shall remain applicable.
4. All offers of EnergyVision NV are without obligation, unless the offer states a term for acceptance and this term has not yet expired.
5. EnergyVision NV is entitled to have work performed by third parties.
6. EnergyVision NV shall not be liable if, in performing the Agreement, it has relied on incorrect and/or incomplete data provided by Customer.
7. EnergyVision NV is entitled to prematurely terminate the Agreement and/or suspend its obligations after prior notice of default in which a reasonable period is granted to Customer to still fulfil its obligations, unless notice of default is not required by law.
8. EnergyVision NV shall be entitled, without prior notice of default, to dissolve the Agreement in whole or in part, with immediate effect and without court intervention, in case of bankruptcy or non-payment by Customer, or if Customer fails to comply with any of its obligations under the Agreement after the reasonable period as stated in the written notice of default.

Article 2. Invoicing and payment

1. Customer shall owe the amounts as included in the Agreement.
2. EnergyVision NV is entitled to charge Customer for (interim) increases in taxes, surcharges and other government-imposed levies from the time the levy takes effect.
3. Payment by Customer must be made within thirty (30) calendar days after the invoice date to the account number stated on the invoice, stating the invoice number or structured communication.
4. If Customer disputes the correctness of an invoice, Customer shall notify EnergyVision NV of the dispute in a reasoned manner within the payment term of the relevant invoice by e-mail to info@energyvision.be. If Customer fails to notify its dispute in a reasoned manner within this term, its claim shall lapse.
5. If payment is not made by the expiry of the payment term, Customer shall owe interest of 2% per started month.
6. In the event that a person uses the mobile application without registration and/or without logging in (e.g. QR code or bank terminal), the company providing this ad hoc charging service to this person shall be EnergyVision NV directly. In that case, the general terms and conditions shall apply at the time the Charging Session begins and cease to apply at the time of completion of the Charging Session and the direct payment thereof to EnergyVision NV.

Article 3. Changes to General Terms and Conditions and Tariffs

1. EnergyVision NV is entitled to unilaterally amend these General Terms and Conditions and Tariffs. Changes of terms and conditions will be announced on the Website at least ten (10) Calendar Days before they take effect. Changes of Tariffs (including fees) will be announced on the Website no later than on the day they take effect.
2. Amendment of the General Terms and Conditions as well as amendment of Tariffs shall also apply in respect of already existing Agreements. If a Customer does not wish to accept a change of General Terms and Conditions or a change of Tariffs published by EnergyVision NV on the Website, the Customer has the right to terminate the Agreement within 1 month after the announcement.



Article 4. Duration and subscription

There are no annual subscription fees associated with the charge card. Prior to delivery of the charge card, a one-off cost of EUR 15 (incl. VAT) will be charged as an activation cost. If the charge card is lost or destroyed, a further 15 EUR (incl. VAT) will be charged. EnergyVision NV reserves the right to deactivate the charge card after a period of inactivity of more than 12 months. A reactivation always implies the aforementioned activation cost.

Article 5. Liability of EnergyVision NV

1. The liability of EnergyVision NV for indirect damages is explicitly excluded in all cases. Indirect damages shall include, inter alia, financial loss, consequential damages, loss of sales and profits, missed savings, reduced goodwill, damages of third parties, impairment or loss of data, goods, materials or software of third parties.
2. If EnergyVision NV is obliged to compensate direct damages, such compensation shall at all times be limited to the contract value stated in the Agreement, with a maximum of EUR 25,000.
3. EnergyVision NV shall never be liable for damage caused or partly caused by unauthorised use by Customer. Customer shall at all times be liable to EnergyVision NV for damage caused by Driver and/or Charge Card Holder.
4. The information published by EnergyVision NV on the Website, platform and app has been carefully compiled. However, EnergyVision NV cannot be held liable for any incompleteness or inaccuracy of the information. EnergyVision NV can also not be held liable for the unavailability or malfunctioning of the platform or the app.
5. Any damage must be reported by Customer to EnergyVision NV via e-mail as soon as possible, and at the latest within two (2) working days after the day on which Customer discovered or reasonably could have discovered the damage or shortcoming.

Article 6. Customer liability

Customer shall be liable for all damage resulting or partly resulting from the electric vehicle used by him and a charging cable not supplied by EnergyVision NV.

Article 7. Force majeure

If, as a result of force majeure, EnergyVision NV cannot perform the Agreement in whole or in part for at least ninety consecutive calendar days, both EnergyVision NV and Customer shall be entitled to terminate the Agreement in whole or in part. Customer shall not be entitled to compensation in such case. Force majeure includes, inter alia: internet failures, electricity failures, failures in sending and receiving e-mail, delays on the part of and/or default of and/or force majeure of suppliers, government measures and legislation, strikes, war, transport problems.

Article 8. Personal data and confidentiality

1. The processing of personal data by EnergyVision NV will be done in compliance with the General Data Protection Regulation. EnergyVision NV shall not be liable for damages arising as a result of processing of the personal data by the third party or Partner
2. Customer shall keep all data of EnergyVision NV and the provisions of the Agreement confidential.

Article 9. Services and guarantees via platform and app

1. Pursuant to a subscription, EnergyVision NV will provide online communication. The services covered by the Hosting Subscription and assumed by EnergyVision NV are the remote reading of the Charging Transactions, the administrative processing of these Charging Transactions, providing insight into the Charging Transactions via platform or app, the invoicing of the Charging Transactions by EnergyVision NV to the Customer via the Charging Service Provider, the reimbursement of the Charging Transactions by EnergyVision NV to the Electricity Contractor. The Electricity Contractor shall pay the amount due for the Charging Transactions to its own energy supplier, after which EnergyVision NV shall reimburse the Charging Transactions to the Electricity Contractor periodically (as set out in the Agreement).
2. The Charging Transactions on the charging stations placed and operated by EnergyVision NV relate to 100% green electricity guaranteed from renewable energy generated in Belgium.



Article 10. Charging card

1. Pursuant to the agreement concluded with the Customer, EnergyVision NV has issued a Charge Card to the Customer. The Customer can use the Charge Card to charge his electric vehicle at EnergyVision NV Charging Points, Non-EnergyVision NV Charging Points and Quick Chargers, which are (semi) publicly accessible.
2. The Customer is entitled to issue the Charge Card to a Charge Cardholder. However, Customer remains at all times responsible and liable to EnergyVision NV for the use of the Charge Card by the Charge Cardholder.
3. A Charge Card and the (electronic) data processed thereon remain the property of EnergyVision NV at all times.
4. To activate the charge card, the customer must enter his/her account details and link them to the relevant card, whereby the customer gives permission to EnergyVision NV to debit the charged fees from the account by direct debit unless a prepaid amount is deposited into the account by the customer. Customers in the Eurozone should enter their International Bank Account Number (IBAN) and customers outside the Eurozone their credit card details.
5. EnergyVision NV shall be entitled at any time, without prior notice and without any obligations to Customer, to remove EnergyVision NV Charging Point(s) and/or stop providing access to a publicly accessible Charging Point.
6. If the Charge Card is used to charge at a Non-EnergyVision NV Charging Point, the general conditions applied by that operator will be binding and the pricing can be found via the EnergyVision NV application and platform.
7. Customer must handle the Charge Card carefully and with due diligence. Customer shall at all times avoid dangerous situations that may occur during charging.
8. In the event of loss, theft or misuse of the EnergyVision NV Charge Card, Customer shall notify EnergyVision NV immediately. EnergyVision NV will then block the Charge Card. Customer shall be liable to EnergyVision NV if Charge Cardholder has not used the EnergyVision NV Charge Card carefully or has not adequately protected it against loss, unauthorised use, theft and damage. Until such time as the EnergyVision NV Charge Card is blocked, Customer shall be liable for any damages arising from loss, theft or misuse of the Charge Card. For the renewal of the charge card, EnergyVision NV charges an administrative fee of EUR 20.00 (incl. VAT).
9. Customer shall immediately report any damage, defects or irregularities in the Charging Point used to EnergyVision NV.
10. EnergyVision NV is not liable to Customer and Customer will indemnify EnergyVision NV against claims by Charge Cardholder and other third parties for defects in the Charge Points and/or unavailability of a Charge Point. EnergyVision NV will endeavour to have faults with EnergyVision NV Charge Points resolved as soon as possible.
11. EnergyVision NV shall never be liable for any loss suffered by Customer as a result of faults or restrictions in the electricity network and/or in the supply of electricity for the benefit of the Load Point and shall indemnify EnergyVision NV in this respect for claims by the Load Cardholder and other third parties.
12. EnergyVision NV is not liable to Customer and Customer will indemnify EnergyVision NV for claims by Charge Cardholder and other third parties in respect of damage to or defects in the electric vehicle caused by Unauthorised Use by Customer, rider and/or other third parties.
13. The Customer shall be liable for all damage resulting from Unauthorised Use of the Charge Points by the Charge Cardholder including failure to correctly connect the cable to the electric vehicle and/or to the Charge Point, the use of an incorrect charging plug and/or charging cable which does not comply with the relevant safety requirements and/or an incorrect charging plug and/or charging cable which is not suitable for the charging capacity of the relevant electric vehicle or failure to comply with any other requirement.

Article 11. Intellectual property

Customer agrees that all intellectual property rights (including copyright, trademark rights, database rights and patent rights) as contained in the products and/or services remain the property of EnergyVision NV and/or its licensors. In connection with the provision of the products and/or services, EnergyVision NV may use or develop products, materials and methodologies containing data provided by the customer or information derived therefrom, which then become part of the property rights of EnergyVision NV. The customer shall refrain from violating the intellectual property and other rights of EnergyVision NV.

Article 12. Final clauses

This Agreement is governed by Belgian law. All disputes arising out of or in connection with this Agreement shall be submitted exclusively to the competent courts in Brussels.

THANK YOU!