PLUG IN STATIONS

Standard Terms & Conditions

1. Definitions

"**Plug In Stations**", "**we**" and "**us**" mean Plug In Stations Ltd, registered in England & Wales under company number 13088574, registered office 2nd Floor, 10–12 Bourlet Close, London W1W 7BR.

"**Customer**" or "**you**" means the person ordering the Works. "**Consumer**" means an individual Customer acting wholly or mainly outside their trade, business, craft or profession.

"**Works**" means the supply, installation, testing and certification of an EV chargepoint and related electrical work in the Quotation. "**Property**" means the premises where they are done.

"**Estimate**" is a provisional price before a Survey (a site or virtual survey); "**Quotation**" is our priced offer after it. "**Grant**" means any grant applied for in connection with the Works, such as the OZEV grant.

"**Contract**" means the agreement formed under clause 2. "**Contract Price**" means the price paid or payable for the Works, including agreed extras, VAT and any Grant deduction.

"**Hidden Services**" means cables, pipes, ducts, drains and other services or structures that are buried, concealed or not reasonably visible, including any not on a plan. "**Existing Installation**" means any cable, circuit, fixture, structure or other property at or near the work area that we did not supply, including Hidden Services and anything laid or installed by you or others.

2. Basis of Contract

2.1 An **Estimate** is provisional; price and scope may change after the Survey and material fees may vary. It covers only the chargepoint, installation, certification and materials for a **standard installation**, not additional works unless stated. If that is not correct, tell us before approving.

2.2 A Quotation is open for 30 days. The Contract is made when you accept the Quotation (or approve the Estimate) in writing, including by signing, replying "I accept" or asking in writing to book a date, **and we confirm** the booking. Confirming an installation date is approval. We may decline any order. These Terms override any other terms.

2.3 We may use subcontractors but remain responsible for the Works.

2.4 **Surveys and site visits.** These Terms apply to any Survey or site visit from the moment it is booked, whether or not a Contract follows.

3. Cancellation

3.1 A Consumer may cancel **within 14 days** after the Contract is made (or any later date the law allows), without reason, by telling us **in writing** (a model form comes with the Quotation). **If you do not cancel in writing within that time you lose the right to cancel.** The Works go ahead as booked unless you cancel; by signing the start request on the Quotation you ask us to start within the 14 days. If you cancel after we start you pay a proportionate sum for work done, and we refund the rest within 14 days. Once the Works are fully performed after you asked us to start, the right to cancel is lost.

3.2 After that period, or if you are not a Consumer, if you cancel or refuse access within **24 hours** of the booked date, or we must recall or postpone the Works because of your act or omission or unforeseen circumstances (such as issue with DNO approval or connection not being in place), we may charge **£150** as a genuine estimate of our wasted time, payable within **3 days**. If you cancel after the 14 days you must also pay for any chargepoint, accessories and materials already ordered or supplied, less value we recover by return or reuse. No fee is payable if the cause is on our side, there is a safety concern, or the cancellation is within the 14 days in 3.1.

4. The Works

4.1 We will carry out the Works with **reasonable care and skill** and in accordance with BS 7671.

4.2 Chargepoint position and cable route are confirmed on site and are approximate to within **10 cm**. Changes to scope or price must be agreed in writing first.

4.3 **Existing electrics.** If your existing supply, consumer unit, earthing or wiring is unsuitable or unsafe, we may upgrade it (an Extra under 7.1) or decline to install. We are not responsible for pre-existing faults.

4.4 **Grid connection (DNO).** We need your **MPAN** to apply to the distribution network operator (**DNO**), whose approval may be needed before we can install or connect the chargepoint. DNO decisions, charges and timescales are outside our control. If the DNO refuses, delays or conditions approval we may postpone, vary or cancel the Works, and are not liable for the chargepoint not being installed, connected or energised, or for delay. DNO charges and upgrades are Extras. We refund sums paid for work not done, less reasonable costs.

4.5 **Asbestos and unsafe conditions.** If we suspect or find asbestos or another hazard we may stop work at once. Testing, removal, making safe and resulting delay or re-attendance are Extras payable by you; we are not liable for them. Tell us of any known asbestos before work starts.

5. Your Responsibilities

5.1 **Permissions and access.** You must give your correct **MPAN** (on your electricity bill) and accurate supply details promptly; errors or delay are not our responsibility. You must also give safe access and power, clear and protect the work area and valuables, obtain all consents for the Works from any **landlord, freeholder, management company**, lender or authority, and confirm you have authority to order the Works.

5.2 **Existing Installations.** Before work starts you must tell us in writing about all Existing Installations at or near the work area, including any cable or circuit laid by you, a previous occupier or others, whether certified, who installed it and who owns it. We may rely on what you tell us; if you do not, you bear the risk of damage to them.

5.3 **Cable or materials supplied or laid by you or others.** We are not responsible for their suitability, condition, certification or installation, and need not inspect or certify them unless the Quotation says so. We may test, refuse, position, terminate, join or connect them, including using **junction boxes**, as is standard practice.

6. Damage and Right to Repair

6.1 We cannot always locate Hidden Services. The Works may need existing cables cut, moved, drilled, joined or connected, and holes and fixings made. You consent to this, and we will make good.

6.2 **Right to repair.** If any Existing Installation or other property is damaged or altered in or near the Works (including by us), **we have the right to repair or reinstate it**, ourselves or through contractors, at the time or as soon as practicable, by any reasonable method (including junction boxes, joints, sleeves, re-burying, additional fixings and making good), **inside or outside the scope of the Works**. You must give reasonable access and time.

6.3 We will promptly tell you of any such damage and what we did. You must tell us in writing promptly of any damage you claim for (within 14 days if a business Customer) and, before arranging repairs by others, give us a **reasonable opportunity (at least 14 days)** to inspect and repair; otherwise we are not liable for repair costs beyond what our own repair would have cost.

6.4 A repair leaving the item **safe, compliant and in working order** is our full remedy for the damage (for a Consumer, our first remedy, subject to 10.6). We need not replace undamaged parts or full cable lengths, pay for betterment, or match colour or finish.

6.5 To the extent permitted by law, if damage or extra work arises from your failure to disclose under 5.2, or from cable or installations laid by you or others, you must pay our **reasonable cost** of repair or extra work; a business Customer must also indemnify us against resulting third-party claims.

7. Prices and Payment

7.1 **Extras.** Additional works needed are payable in addition to the quoted price, agreed with your written approval and paid in advance wherever practicable; we may postpone the Works or the extra work until paid. You may decline and cancel the extra work, paying only for work already done.

7.2 **Payment.** Prices to a Consumer include VAT; prices to a business Customer exclude VAT, added at the current rate. **Payment in full is due before the installation date**; a date is secured only once payment is received (we aim to offer one within 3 weeks of receipt), and if payment is not received we may cancel or postpone the Works. If the Works go ahead unpaid we may take legal action to recover the price, interest and our reasonable legal and recovery costs (for a Consumer, as the court allows). Interest: for a business Customer, statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998; for a Consumer, **4% a year above** Bank of England base rate. A business Customer may not set off any sum.

7.3 **Grants.** We give no assurance that a Grant will be awarded; not everyone qualifies. To apply we must be in direct contact with your landlord or the property owner, and you must meet the criteria. If a Grant is declined or withdrawn for any reason other than our error, you must reimburse the full Grant deduction within **7 days** of notice.

7.4 **Title** to equipment stays with us until paid in full; risk passes on delivery.

8. Handover and Acceptance

8.1 On completion we will present a **Handover Record** listing the Works and any alteration to existing cables or property (including any junction box or repair), and provide the certificates.

8.2 Any adult occupier or representative present is authorised by you to inspect and sign the Handover Record on your behalf, and may refuse to sign and note concerns. Signing confirms the Works were completed and the listed alterations were shown to you.

8.3 Tell us in writing within **14 days** of completion of any defect. This does not affect a Consumer's statutory rights.

8.4 We may photograph and record the Property and the Works for quality, safety, certification and disputes, as evidence of their condition before and after. Personal data is used as set out in our privacy policy and may be shared with certification and Grant bodies.

9. Guarantee

9.1 We guarantee our workmanship for **3 years** from completion, in addition to your statutory rights. The manufacturer's warranty covers the chargepoint.

9.2 The guarantee excludes misuse, others' alterations, surges and faults in cable or equipment supplied by others.

10. Limitation of Liability

10.1 Nothing in these Terms limits our liability for: (a) **death or personal injury** caused by negligence; (b) **fraud or fraudulent misrepresentation**; or (c) anything else that cannot lawfully be limited or excluded.

10.2 Subject to 10.1, and to the fullest extent permitted by law, we are not liable for loss of profit, revenue, business, goodwill, data or anticipated savings, or indirect or consequential loss, and are liable only for **reasonably foreseeable** loss caused by our breach.

10.3 Subject to 10.1, **our total aggregate liability** to you for all claims arising out of or in connection with the Contract (including acts or omissions of our employees, contractors and agents), whether in contract, tort (including negligence), breach of statutory duty or otherwise, is **limited to the fullest extent permitted by law and shall in any event not exceed the Contract Price**.

10.4 Where property belongs to someone else (such as a landlord), you may recover for damage to it only to the extent you have **paid or are legally liable** to pay.

10.5 You must take reasonable steps to **mitigate** your loss, and any award reduces for your own contribution. A business Customer must notify any claim in writing within 28 days of becoming aware of it.

10.6 Nothing in these Terms affects a Consumer's **statutory rights**, including the right to repeat performance or a price reduction if services are not performed with reasonable care and skill.

10.7 We are not liable for loss caused by pre-existing defects, materials or work of others, the DNO or any utility, or your failure to follow our or the manufacturer's instructions.

11. Delay and Suspension

11.1 Dates and lead times (chargepoints typically 5–10 days) are estimates and time is not of the essence. We are not liable for failure or delay caused by events beyond our reasonable control (such as severe weather or supply failure). We may suspend or stop work where it is unsafe, DNO approval or connection is not in place, or you have not given your MPAN, access, consents or information needed.

12. Complaints

12.1 Complaints to customerservices@plugin-stations.com; we aim to respond within 14 days. A Consumer may use an ADR provider.

13. Law and Jurisdiction

13.1 These Terms are governed by English law and the courts of England & Wales have exclusive jurisdiction (a Consumer in Scotland or Northern Ireland may use their home courts).

14. General

14.1 **Severance.** If any provision or part of these Terms is or becomes invalid, illegal or unenforceable, it shall be **amended to the minimum extent necessary** to make it valid, legal and enforceable, and if it cannot be so amended it shall be deleted. The rest of these Terms continue in full force. Each limit and exclusion in clause 10 is separate and independent, and any that goes further than the law permits applies to the fullest extent it permits.

14.2 These Terms and the Quotation are the entire agreement (not excluding liability for fraud) and you have not relied on any other statement. Variations must be in writing and signed by both parties. We may assign the Contract; you may not without consent. Notices may be by email.

14.3 Only a director or person authorised in writing can vary these Terms or bind us by a statement of fact or liability. Informal staff remarks do not bind us, and nothing said or done on site is an admission.

14.4 No third party may enforce these Terms, except that our employees, contractors and agents may rely on clause 10 (Contracts (Rights of Third Parties) Act 1999).