NORTHGATE
EV Charging

Commercial Terms and Conditions for EV Charger Supply and Installation

1. Application

1.1 These terms and conditions ("**Terms**") shall apply to the supply and installation of EV Chargers by Northgate Vehicle Hire Limited (company number 01434157), with registered address Northgate Centre, Lingfield Way, Darlington, England, DL1 4PZ ("**Supplier**") to you ("Customer"). No other terms and conditions shall apply to the provision of the Services unless agreed upon in writing between the Supplier and the Customer.

1.2 The Customer confirms that it is entering into the Contract wholly or mainly for the purposes of its trade, business, craft or profession, and is not a "consumer" for the purposes of the Consumer Rights Act 2015 or any other consumer protection legislation.

2. Interpretation in these Terms

2.1 In these Terms, the following expressions have the following meanings:

"**Applicable Laws**" means all laws, statutes, regulations, and similar instruments from time to time in force applicable to the Supplier, the Services, and to the Contract.

"Business Day" means any day (other than a Saturday, Sunday or bank holiday) on which ordinary banks are open for business in London.

"**Customer Materials**" means any and all information, documents, and other materials provided or otherwise made available by the Customer to the Supplier.

"**Contract**" means the contract entered into between the Supplier and the Customer which governs the Services including the Quote, these Terms and any Special Terms.

"**Early Warning Notice**" means a written notice issued by the Supplier to the Customer where, acting reasonably, the Supplier becomes aware of any circumstance, condition, issue or event that may give rise to additional works, costs, delays, changes to the Services or other consequences and, at the time of the notice, the Supplier is unable reasonably to determine the full extent of such additional works, costs, delays or consequences.

"**EV Charger(s)**" means each electric vehicle charging point and all equipment, components and products described in the Quote and supplied as part of the Installation, including any distribution equipment, protective devices, cabling and cabling accessories, foundations, bollards, signage and other ancillary infrastructure.

"**Fees**" means the fees payable by the Customer to the Supplier in consideration of the Services as set out in the Quote together with any additional amounts payable by the customer under this Contract.

"**Installation**" means the installation of an EV Charger at any of the Customer's premises by or on behalf of the Supplier in accordance with the Contract, and the words "Install" and "Installed" shall be construed accordingly.

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off actions, design rights, database rights, rights subsisting in software, rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and

be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world.

"**Services**" means the supply and/or Installation of any EV Charger(s) by or on behalf of the Supplier and any associated services expressly described in the Quote. Unless expressly included in the Quote or a separate written Contract, the Services do not include ongoing maintenance, monitoring, fault-response commitments, replacement parts, software or manufacturer-platform support, decommissioning, disconnection, removal, disposal, reinstatement or making good.

"**Special Terms**" means any terms and conditions agreed between the Supplier and the Customer which expressly are stated to vary the terms and conditions set out in these Terms and are signed by both the Supplier and the Customer.

‘’**Persistent Breach’’** means any breach of this Contract which occurs on three (3) times in any given period.

"**Quote**" means the quotation provided by the Supplier to the Customer for the provision of the Services including the job proposal provided with the quote.

"**DNO**" means the relevant Distribution Network Operator responsible for the electricity distribution network at the Customer's premises.

"**Defects Liability Period**" means the period of twelve (12) months from completion of the Installation referred to in Clause 5.1.

A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to writing or written includes email. Headings are for convenience only and shall not affect their interpretation. Words imparting the singular number shall include the plural and vice-versa.

3. Services

3.1 In consideration of the Fees being paid in accordance with these Terms, the Supplier shall provide the Services to the Customer.

3.2 The Supplier shall use reasonable care and skill in its performance of the Services and shall ensure compliance with any and all Applicable Laws.

3.3 The parties agree that the times and dates for providing the services and/or referred to in a Quote are estimates only and time shall not be of the essence in respect of the provision of the Services under the Contract.

3.4 The Supplier reserves the right to amend the Services, if necessary, to comply with any Applicable Laws or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall provide reasonable notice to the Customer in any such event.

3.5 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall:

3.5.1 not be liable for any costs, charges or losses sustained or incurred by the Customer or any third party that arise directly or indirectly from such prevention or delay;

3.5.2 be entitled to payment of the Fees despite any such prevention or delay; and

3.5.3 be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise from such prevention or delay.

3.6 The Customer warrants and undertakes that it shall:

3.6.1 give reasonable advance written notice of the Supplier's intention to isolate the supply to any tenants or other third-party occupiers of the Customer's property. If requested by the Supplier, the Customer agrees to share a copy of such written notice with the Supplier; and

3.6.2 notify the Supplier of any business-critical equipment, processes or operations at the property (for example, refrigeration, servers, security systems or continuous manufacturing processes) that require an uninterrupted electricity supply, and shall co-operate with the Supplier to schedule any supply isolation so as to minimise disruption to the Customer's business operations.

3.7 The Customer agrees to inform the Supplier in advance of any potential issues that may prevent the Supplier from completing the Services on the scheduled day, such as access problems affecting the property. If the electrical arrangements or something else (including but not limited to the existence of hazardous chemicals, pest infestations, verbal or physical abuse or harassment of the Supplier's installers) at the property means it's unsafe to install the EV Charger(s), the Supplier will not complete the installation until the Customer has resolved the issue to the Supplier's reasonable satisfaction.

4. EV Charger

4.1 In consideration of the Fees being paid in accordance with the Contract, the Supplier shall provide the EV Charger to the Customer as part of the Services.

4.2 The Supplier reserves the right to amend the specification for the EV Charger if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4.3 The Supplier shall ensure that each EV Charger supplied by it complies, at the time of supply, with applicable UK legal requirements and bears any conformity marking required for lawful supply in the UK. The Supplier may rely on declarations, certificates and conformity documentation issued by the relevant manufacturer or other responsible economic operator and does not warrant continued compliance following any subsequent change in law, manufacturer action, software or firmware update, alteration or misuse outside the Supplier’s reasonable control.

4.4 The risk in the EV Charger shall pass to the Customer on completion of the Installation.

4.5 Title to the EV Charger shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for all EV Chargers and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the EV Charger shall pass at the time of payment of all such outstanding sums.

4.6 Until title has passed, the Supplier retains legal ownership of the EV Chargers. If the Customer fails to pay any sum due, the Supplier may, subject to Applicable Laws and safe access, enter the Customer’s premises to recover any unpaid EV Charger. The Customer shall co-operate with the Supplier’s reasonable requests and shall pay the Supplier’s reasonable costs of safe disconnection, removal, reinstatement and making good. The Supplier shall not be required to remove fixed cabling or infrastructure where removal would be unsafe, unlawful, technically impracticable or likely to cause disproportionate damage.

4.7 The Supplier may deliver the EV Charger to the Customer before installation in which case the Customer shall be responsible for the safe storage of the EV Charger until the Supplier Installs the EV Charger.

5. Warranty

5.1 The Supplier warrants that the Installation will be carried out with reasonable skill and care and in accordance with BS 7671 (IET Wiring Regulations) and other applicable industry standards. The Supplier's sole obligation and the Customer's exclusive remedy for breach of this warranty shall be for the Supplier, at its option and cost, to rectify any defect in workmanship or re-perform the affected part of the Installation, provided that the Customer notifies the Supplier in writing within twelve (12) months of completion of the Installation (the "Defects Liability Period"), save where the defect arises from Customer misuse, unauthorised modification or the Customer's failure to comply with Clause 9.3.

5.2 All EV Chargers, equipment, components and products supplied as part of the Installation are subject to the applicable manufacturer's standard warranty terms, details of which the Supplier shall provide to the Customer on or before completion of the Installation. Except for obligations which cannot lawfully be excluded and the workmanship warranty in Clause 5.1, the Supplier gives no separate product warranty. The Supplier's obligations in respect of such products are limited to providing reasonable assistance to the Customer in pursuing a claim under the relevant manufacturer's warranty.

6. Warranty Exclusions

6.1 The warranty in clause 5.1 shall not apply to defects arising from:

6.1.1 fair wear and tear;

6.1.2 accidental damage, vandalism, misuse or neglect;

6.1.3 failure to comply with the manufacturer's instructions;

6.1.4 any modification, repair or alteration carried out by a person other than the Supplier or its authorised representatives;

6.1.5 defects in third-party equipment, software or communications services not supplied by the Supplier; or

6.1.6 events beyond the Supplier's reasonable control.

7. Maintenance, Support and Decommissioning

7.1 Unless expressly included in the Quote or a separate written maintenance Contract, the Supplier has no obligation to provide ongoing maintenance, monitoring, fault-response services, replacement parts, software support or manufacturer-platform support after completion of the Installation.

7.2 Decommissioning, disconnection, removal, disposal, reinstatement and making good are not included in the Services unless expressly stated in the Quote and shall otherwise constitute separately chargeable additional works.

7.3 Change of occupation and exit arrangements

7.3.1 The Customer shall give the Supplier not less than thirty (30) days' prior written notice before the Customer ceases to own or occupy the premises at which any EV Charger is installed. Before vacating or transferring its interest in the premises, the Customer shall agree in writing with the Supplier whether the relevant EV Charger is to be decommissioned, disconnected, removed, disposed of, transferred, left in place, removed from or transferred between any charging platform, placed into

free-vend mode, or otherwise reconfigured ("**Exit Works**"). Any such work is outside the Services unless expressly included in the Quote and shall be subject to technical feasibility, Applicable Laws, manufacturer and platform-provider requirements and the Supplier's then-current charges.

7.3.2 If the Supplier agrees to any Exit Works, the Customer shall, before vacating or transferring its interest in the premises:

7.3.2.1 obtain and provide evidence of all landlord, freeholder, superior landlord, incoming owner or occupier and other third-party consents required for the agreed arrangement;

7.3.2.2 procure for the Supplier and its contractors safe and unobstructed access to the premises at the times reasonably required to carry out the agreed work;

7.3.2.3 provide all information and co-operation reasonably requested by the Supplier; and

7.3.2.4 pay the Supplier's applicable charges and any reasonable third-party costs in accordance with the Supplier's payment requirements.

7.3.3 The Customer shall remain liable for all sums accrued under the Contract and for the Supplier's reasonable costs, losses and expenses arising from the Customer's failure to comply with this clause. The Customer's responsibility for the relevant EV Charger and site shall end only when the agreed exit arrangement has been completed and all amounts due to the Supplier have been paid, except that the Customer shall not be responsible for any act or omission of a replacement owner or occupier occurring after completion of that arrangement. Nothing in this clause gives the Supplier any right to enter premises occupied by a third party without the lawful occupier's consent or any other right required by Applicable Laws.

8. Compliance and Certification

8.1 On completion of the Installation, the Supplier shall issue the Customer with an Electrical Installation Certificate (or Minor Electrical Installation Works Certificate, as applicable) in accordance with BS 7671 and shall make any notification required to the local authority building control body or an appropriate competent person scheme and to the relevant DNO, including in respect of Engineering Recommendation G98/G99 as applicable. Where commissioning forms part of the Services, the Supplier shall also provide the commissioning and test results, relevant operating and maintenance manuals, access credentials or account information reasonably required to operate the EV Chargers, and any agreed handover information or basic user instruction.

9. Installation Acceptance

9.1 The Installation shall be deemed accepted by the Customer upon the earliest of:

9.1.1 signature of any completion certificate, commissioning document or handover documentation;

9.1.2 first operational use of the EV Charger by the Customer; or

9.1.3 ten (10) Business Days after completion of the Installation where no material defect has been notified to the Supplier in writing.

9.2 Acceptance shall not prejudice the Customer's rights under clause 5.

10. Customer Obligations

10.1 The Customer shall:

10.1.1 provide the Supplier with all relevant information, materials, properties, equipment and other matters required to enable the Supplier to provide the Services, including all pre-construction

information and other information which the Customer is required to provide as client under the Construction (Design and Management) Regulations 2015;

10.1.2 obtain and maintain all permissions, consents, licences and approvals required for the Services, including any planning permission, landlord or superior-landlord consent, wayleave, easement, parking-bay or access consent and other property or utility approval;

10.1.3 provide accurate and current drawings, records and information relating to underground and overhead services, existing electrical infrastructure, asbestos, contamination, structures, drainage and other relevant site conditions;

10.1.4 where required, provide safe and unobstructed access to and availability of and use of the Customer's premises and any other facilities or resources that is or are agreed upon by the parties or as otherwise reasonably required from time to time by the Supplier to enable it to provide the Services;

10.1.5 provide the Supplier with advanced written notice of all health and safety rules and regulations and other security requirements necessary to enable the Supplier to provide the Services;

10.1.6 promptly provide any decision, approval, consent, authorisation, or any other communication reasonably required by the Supplier in order to enable it to continue with the provision of the Services (or any part thereof);

10.1.7 ensure that any information it provides to the Supplier is complete and accurate;

10.1.8 co-operate with the Supplier in all matters relating to the Services;

10.1.9 comply with all Applicable Laws, including health and safety laws; and

10.1.10 notify the Supplier in writing immediately upon the occurrence of a change of ownership of the Customer.

10.2 The Supplier shall not be liable for any delay or failure to provide the Services where such delay or failure is due to the Customer's failure to comply with the provisions of these Terms.

10.3 The Customer is responsible for using the EV Charger in accordance with the Contract and shall:

10.3.1 follow the manufacturer's written instructions;

10.3.2 follow any oral or written instructions provided to it by the Supplier;

10.3.3 not misuse, neglect, tamper with or damage the EV Charger (including by disassembling it);

10.3.4 not attempt to, and not allow any third party to carry out any repairs, replacement, modifications or alterations to the EV Charger in any way; and

10.3.5 ensure the space surrounding the EV Charger is suitable and safe for use, as instructed by the Supplier.

10.4 If the Customer fails to comply with the provisions of Clause 10.3, then any warranty provided with the EV Charger will be invalidated.

11. Surveys

11.1 The Customer acknowledges that the Supplier's obligation to carry out the Services is subject to the findings of a survey, whether desktop, virtual or onsite. The Customer agrees to co-operate with the Supplier's reasonable instructions in respect of any surveys, including allowing the Supplier to access the Customer's premises to carry out surveys and/or other assessments.

11.2 The Supplier may at its discretion, cancel any supply or installation date it has given to the Customer and/or terminate the Contract based on the findings of the survey. The Supplier will notify the Customer if this is the case and the Supplier will not be liable to the Customer in any way if the Supplier terminates the Contract for these reasons.

11.3 The parties agree that the cost of any surveys will be borne in the following ways:

11.3.1 if the survey reveals that the Supplier cannot complete the Installation, the Customer will not be charged for the survey (any deposit paid will be refunded);

11.3.2 if the Supplier gives the Customer a revised quotation as a result of the findings of a survey which includes necessary works and the Customer chooses not to proceed, the Customer will bear the cost of the survey; and

11.3.3 if the Installation goes ahead following a survey, the cost of the survey shall be deducted from the total cost of the completed installation.

11.4 The Customer acknowledges that the Installation may be subject to an application to, and approval by, the DNO, including in respect of available capacity, connection Contracts and any associated network reinforcement works. The Supplier shall not be liable for any delay, additional cost, or inability to complete the Installation arising from the DNO's process, decisions or reinforcement requirements. Any DNO application fees or network reinforcement costs shall be payable by the Customer in addition to the Fees.

12. Ground Conditions and Site Conditions

The Quote is based upon site conditions reasonably identifiable from the information available to the Supplier at the date of the Quote. If the Supplier encounters unknown underground services, contamination, asbestos, structural defects, drainage issues, utility diversions, adverse ground conditions or any other unforeseen site condition, the Supplier shall be entitled to treat such matter as a variation and recover any resulting additional costs and time reasonably incurred.

13. DNO Delays

The Customer acknowledges that all DNO approvals, assessments, reinforcement works, connection works, applications, upgrades and lead times are outside the Supplier's reasonable control. Any completion date shall automatically be extended by any period attributable to DNO requirements, delays or decisions.

14. Fees and Deposit

14.1 The Fees for the Services are set out in the Quote. The Customer shall pay the Fees to the Supplier in accordance with clause 15, in consideration of the provision of the Services

14.2 The Fees exclude the following which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice by the Supplier:

14.2.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services; and

14.2.2 the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Services as such items and their cost are approved by the Customer in advance from time to time.

14.3 The Customer shall pay the Supplier for any additional services provided by the Supplier that are not specified in the Quote in accordance with the Supplier's then current, applicable price list in effect at the time of performance or such other price as may be agreed between the Supplier and the Customer. The Customer acknowledges that other electrical services may be required to fulfil the Installation that are discovered on the day of the Installation such as earth bonding or similar services. The provisions of Clause 13.2 and this Clause 13.3 shall also apply to such additional services.

15. Variations and Additional Works

15.1 If either party becomes aware of a matter likely to change the scope, cost or programme of the Services, it shall notify the other party as soon as reasonably practicable.

15.2 If, at the time of such notice, the Supplier is unable, acting reasonably, to determine the full extent of any additional works, costs, delays or other consequences arising from the relevant circumstance, the Supplier may issue an Early Warning Notice describing the matter and, where reasonably practicable, providing an initial estimate of the potential impact.

15.3 An Early Warning Notice is issued for information and risk management purposes only and shall not, of itself, authorise additional works or charges. However, the issue of an Early Warning Notice shall preserve the Supplier's entitlement to claim any reasonable additional costs, expenses, losses and extensions of time arising from the relevant circumstance once the nature and extent of the required works can be reasonably determined.

15.4 Except for emergency works reasonably required to make the Installation safe, no variation or additional works shall be carried out unless the Supplier has described the proposed change and notified the Customer of the additional cost and programme impact, so far as reasonably ascertainable, and the Customer has approved the variation in writing. Where emergency safety works are required, the Supplier shall notify the Customer as soon as reasonably practicable and may charge the reasonable costs properly incurred.

15.4.1 The Supplier may increase the Fees (including the price of the EV Charger), by giving notice to the Customer at any time before the installation date, to reflect any increase in the cost of the goods and/or services to the Supplier that is due to:

15.4.2 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

15.4.3 any request by the Customer to change the delivery date(s), quantities or types of EV Charger ordered;

15.4.4 any delay caused by any instructions of the Customer in respect of the EV Charger and/or Services or failure of the Customer to give the Supplier adequate or accurate information or instructions; or

15.4.5 any changes that are required as a result of the surveys.

15.5 If, due to circumstances beyond its control, the Supplier has to make any change in the Services or the arrangements relating to the provision thereof, it shall notify the Customer as soon as reasonably practicable. The Supplier shall endeavour to keep any such changes to a minimum and shall seek to offer the Customer arrangements as close to the original as is reasonably possible in the circumstances.

16. Payment

16.1 Following the Customer's acceptance of the Quote, the Supplier shall invoice the Customer for the Fees and any additional amounts payable under the Contract:

16.1.1 in respect of the EV Charger, upon completion of the Installation of the EV Charger or on the invoice dates set out in the Quote;

16.1.2 in respect of the Services, upon completion of the Services or on the invoice dates set out in the Quote; and

16.1.3 in respect of any additional amounts payable under the Contract, when the relevant costs are incurred or at such other time as notified by the Supplier.

16.2 The Customer shall pay the Fees due within thirty (30) days of the date of the Supplier's invoice.

16.3 If the Customer fails to make payment within the period in Clause 15.2:

16.3.1 the Supplier reserves the right to charge the Customer interest at the rate of 4% per annum above the base rate of the Bank of England from time to time, or at 4% per annum for any period during which that base rate is below 0%, on the amount outstanding from the due date for payment until payment is received in full; and

16.3.2 the Supplier shall have the right to suspend any further provision of the Services and to cancel any future services which may have been ordered by, or otherwise arranged with, the Customer.

16.4 All payments shall be made in GBP in cleared funds to a bank account nominated in writing by the Supplier.

16.5 All Fees payable to the Supplier under the Contract:

16.5.1 are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority; and

16.5.2 shall be paid in full without any set-off, counterclaim, deduction or withholding in any circumstances whatsoever (other than any deduction or withholding of tax as required by law).

17. Quote and Contract

17.1 The Quote constitutes an offer by the Supplier to provide the Services on the terms set out in the Quote, these Terms and any Special Terms. The Customer accepts that offer, and the Contract comes into existence, when the Customer provides written confirmation of its acceptance of the Quote or, where a deposit is required in accordance with clause 16.5, pays the deposit.

17.2 Following acceptance of a Quote, the Supplier agrees to provide the Services set out in the Quote on the basis of these Terms.

17.3 The Quote is valid for a period of 30 days only from the date shown on the Quote unless expressly withdrawn by the Supplier at an earlier time.

17.4 The Supplier may withdraw the Quote at any time before it is accepted by the Customer in accordance with clause 16.1.

17.5 The Customer may be required to pay a deposit at the time of accepting the Quote or such later date as the Supplier directs, which shall be detailed in the Quote. If the Customer does not pay the deposit in

accordance with the Contract, the Supplier may withhold the Services until payment is received or terminate the Contract in accordance with Clause 19.1.1.

18. Authority

No employee, installer, engineer, subcontractor or representative of the Supplier has authority to vary the Contract, agree additional works, alter the Fees or waive any provision of the Contract unless expressly authorised in writing by the Supplier.

19. Termination

19.1 Without prejudice to any other right or remedy available to it, the Supplier may terminate the Contract immediately by giving written notice to the Customer if:

19.1.1 the Customer does not pay any sum due under the Contract when it is due to be paid and such sum remains outstanding for fourteen (14) days after receiving written notification from the Supplier notifying it that such sum is due;

19.1.2 the Customer commits a Persistent or material breach of its obligations under the Contract;

19.1.3 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the Contract is in jeopardy; or

19.1.4 there is a change of control of the Customer.

19.2 Either party may terminate the provision of the Services immediately if:

19.2.1 the other party is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

19.2.2 the other party enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

19.2.3 the other party convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the other party, notice of intention to appoint an administrator is given by the other party or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the other party, or any proceedings are commenced relating to the insolvency or possible insolvency of the other party.

20. Consequences of Termination

20.1 On termination of the provision of the Contract for whatever reason:

20.1.1 any sum owing by either party to the other party under any of the provisions of the Contract shall become immediately due and payable;

20.1.2 the Customer shall return all of the Supplier's materials, EV Charger and other equipment which have not been fully paid for. If the Customer fails to do so, then the Supplier may exercise its rights under clause 4.5 in respect of any unpaid EV Charger. Until they have been returned or recovered, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

20.1.3 Clauses 5 (Warranty), 7 (Maintenance, Support and Decommissioning), 8 (Compliance and Certification), 20 (Consequences of Termination), 21 (Intellectual Property), 22 (Data Protection), 23 (Liability and Indemnity), 24 (Confidentiality), 29 (No Waiver), 30 (Severance) and 36 (Law and Jurisdiction), together with any other provision intended expressly or by implication to survive, shall remain in full force and effect; and

20.1.4 termination shall not affect or prejudice any right to damages or any other remedy which the terminating party may have in respect to the event giving rise to the termination or any other right to damages or any other remedy which either party may have in respect of any breach of the Contract which existed at or before the date of termination or expiry.

21. Intellectual Property

21.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier. The Supplier reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such Intellectual Property Rights.

21.2 The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

21.3 The Customer acknowledges that the EV Charger manufacturer owns and will continue to own the associated software, firmware and all Intellectual Property Rights associated with the software and firmware in the EV Charger.

21.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.

21.5 The Customer:

21.5.1 warrants that the receipt and use of any Customer Materials in the performance of the Services by the Supplier, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

21.5.2 shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of, or in connection with, the receipt or use in the performance of the Services of the Customer Materials.

21.6 The Supplier warrants that, so far as it is aware and excluding third-party products, software and materials supplied under their own licence terms, the Customer's permitted receipt and use of any deliverables created specifically by the Supplier for the Customer as part of the Services will not infringe the Intellectual Property Rights of any third party.

22. Data Protection

22.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) as retained in UK law. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

22.2 The Customer agrees that the Supplier shall share details of the Customer with the relevant manufacturer to complete installation of the EV Charger.

22.3 The Customer acknowledges that EV Charger will automatically share data that is essential to their operation with the manufacturers. The software controls the EV Charger by sending and receiving instructions about when to charge the vehicle battery. It receives information such as when the Customer plugs in and unplugs its vehicle, details of its chosen charging schedule and how long it car takes to charge. From time to time, the EV Charger manufacturer may update the software and/or firmware running on the EV Charger. These updates may be necessary to: ensure that the EV Charger functions correctly, fix any issues that may arise, improve the way the EV Charger works, add/remove data points that are reported by the device, add/remove further functionality, bug fixes or for other reasons.

22.4 The Supplier will only use the Customer's personal information as set out in the Supplier's Privacy Notice available from https://www.northgatevehiclehire.co.uk/useful-information/privacy-policy.

22.5 Each EV Charger has a different commissioning process that will require the Supplier to share information with third parties. This is detailed in the Supplier's https://www.northgatevehiclehire.co.uk/useful-information/privacy-policy and only relates to information essential to the completion of the EV Charger installation. Please also see any privacy notice in the EV Charger manual, and the Government's personal information charter which applies to data processing for grant funding purposes.

23. Liability and Indemnity

23.1 Subject to Clause 23.4, the Supplier shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, revenue, business, contracts, anticipated savings or goodwill, or for any indirect or consequential loss, arising under or in connection with the Contract

23.2 The Supplier shall indemnify and keep indemnified the Customer against all losses, liabilities, damages, costs, expenses (including reasonable legal and professional fees), claims, demands and proceedings suffered or incurred by the Customer arising out of or in connection with:

23.2.1 loss of or damage to any property, land, buildings, structures, equipment or other assets; and/or;

23.2.2 damage to any underground, overground or concealed utilities, infrastructure or services, including without limitation gas mains, water mains, drainage systems, telecommunications networks, fibre optic cables, electrical supply cabling and associated apparatus;

to the extent caused by any act, omission, negligence, breach of statutory duty or breach of this Contract by the Service Provider, its employees, agents or subcontractors in the performance of the Services.

23.3 The indemnity in this clause shall include the costs of repair, replacement, reinstatement, investigation, making safe, emergency remedial works, regulatory charges and any third-party claims arising from such loss or damage.

23.4 The Supplier shall not be liable under this clause to the extent that the loss or damage was caused by:

23.4.1 the negligence or wilful misconduct of the Customer;

23.4.2 inaccurate or incomplete information supplied by the Customer on which the Supplier reasonably relied; or

23.4.3 any instruction of the Customer which the Supplier had advised in writing was likely to result in such loss or damage

23.5 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from any loss or damage to an EV Charger and any other equipment (including that belonging to third parties) caused by the Customer or its sub-contractors, agents or employees.

23.6 Subject to Clause 23.4, the Supplier's total aggregate liability to the Customer arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £500,000.00.

23.7 Nothing in the Contract shall limit or exclude either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

23.8 All conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the Services are excluded to the fullest extent permitted by law.

23.9 Subject to Clause 23.2, the Supplier shall not be liable for loss, damage, cost or delay arising from: pre-existing faults or damage at the premises; defects in the Customer's electrical installation; inaccurate or incomplete information supplied by the Customer; third-party installation, modification or repair; misuse or failure to follow instructions; the Customer's or a third party's device, software, communications service, internet connection, mobile network or app; DNO requirements or delay; adverse weather or other circumstances beyond the Supplier's reasonable control; alternative charging arrangements; or any loss that was not reasonably foreseeable when the Contract was entered into.

23.9.1 The Supplier is not responsible if the installation of the EV Charger, including switching off or switching on the power to any property, causes unforeseen damage to other electrical appliances (such as TVs or computers) at the Customer's property. This rarely happens, but from time to time old or sensitive appliances can be affected by a power cut or as a result of inadequate wiring at the property.

23.10 Where the Installation constitutes construction work for the purposes of the Construction (Design and Management) Regulations 2015 ("**CDM Regulations**"), the Customer shall comply with its duties as client, including making suitable arrangements for managing the project, appointing a principal designer and principal contractor where required, and providing pre-construction information in good time. The Supplier shall comply with its own duties as contractor and, where applicable, designer under the CDM Regulations. These obligations are in addition to the Customer's other site, access, consent and information obligations under the Contract.

24. Confidentiality

24.1 Each party undertakes it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 22.2.

24.2 Each party may disclose the other party's confidential information:

24.2.1 to its employees, officers, representatives, advisers, or members of the Customer's Group or the Supplier's Group who have a need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, advisers and members of the Customer's Group or the Supplier's Group to whom it discloses the other party's confidential information comply with this Clause 22; and

24.2.2 as may be required by any Applicable Laws, a court of competent jurisdiction or any government or regulatory authority.

24.3 The Customer shall not make any announcement or publicity statement relating to any company in the Supplier's Group, the Contract or the Services, or the relationship between the parties, without the prior written approval of the Supplier, except as required by law or by any legal or regulatory authority.

24.4 For the purposes of this Clause 22, “Group” means, in relation to any person, a subsidiary or holding company of that person and any other subsidiary of that holding company.

25. Insurance

25.1 During the term of the Contract the Supplier shall maintain with reputable insurers:

25.1.1 Public and Product Liability Insurance with a minimum indemnity limit of £10,000,000 for any one occurrence;

25.1.2 Employers' Liability Insurance with a minimum indemnity limit of £25,000,000; and

25.1.3 Professional Indemnity Insurance with a minimum indemnity limit of £5,000,000 where the Supplier provides design, specification or professional advisory services.

25.2 The Supplier shall provide evidence of such insurance upon reasonable written request.

26. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

27. Sub-Contracting and Assignment

27.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

27.2 The Supplier shall be free to sub-contract the provision of the Services (or any part thereof). Where the Supplier sub-contracts the provision of the Services or any part thereof it shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices.

27.3 The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.

28. Notices

28.1 All notices under the Contract shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

28.2 Notices shall be deemed to have been duly given:

28.2.1 if delivered by hand, at the time the notice is left at the proper address;

28.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

28.2.3 if sent by email to ZCSlegalservices@Zigup.com, at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when normal business hours resume.

28.3 All notices under the Contract shall be addressed to the most recent address, email address or fax number notified to the other party.

29. No Waiver

29.1 No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

29.2 No failure or delay on the part of either the Supplier or the Customer to exercise any right, power or privilege under the Contract shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

30. Severance

In the event that one or more of these Terms is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms (which shall remain valid and enforceable).

31. No partnership or Agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

32. Entire Contract

32.1 The Contract constitutes the entire Contract between the parties.

32.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

33. Third Party Rights

No part of this Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

34. Dispute Resolution

If a dispute arises out of or in connection with the Contract, the parties shall first attempt in good faith to resolve it through negotiation between senior representatives of each party. If the dispute is not resolved within twenty (20) Business Days of the dispute first being raised in writing, either party may propose that the dispute be referred to mediation under the CEDR Model Mediation Procedure before either party commences court proceedings, save that either party may at any time seek injunctive or other interim relief, or issue proceedings where necessary to avoid the expiry of a limitation period.

35. Variation

Except as set out in these Terms, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

36. Law and Jurisdiction

36.1 The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

36.2 Any dispute, controversy, proceedings or claim between the Supplier and the Customer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.