STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF EV CHARGING MAINTENANCE SERVICES

APPLICATION OF THESE TERMS

These terms and conditions apply to each Order accepted by Northgate Vehicle Hire Limited trading as Northgate EV Charging (company number 01434157) whose registered office is at Northgate Centre, Lingfield Way, Darlington, England, DL1 4PZ (the **Supplier**) for the supply of EV charging maintenance services to the person identified as the client in the relevant Order (the **Client**).

Each contract for Services consists of:

- the Supplier's written quotation, proposal or order confirmation accepted by the Client, together with any purchase order or other document expressly accepted by the Supplier (the **Order**);
- these terms and conditions; and
- the Schedules referred to in these terms or the Order,

together, the **Agreement**. The Client is deemed to accept the Agreement when it accepts the Supplier's quotation or proposal, submits an Order, instructs the Supplier to proceed, pays any Charges or permits the Supplier to begin providing the Services, whichever occurs first. Any terms submitted by or on behalf of the Client are excluded unless the Supplier expressly agrees to them in writing. If there is any conflict or ambiguity, the following order of precedence applies: (1) any Special Conditions expressly stated in the Order; (2) these terms and conditions; (3) the remainder of the Order; and (4) the Schedules

TERMS AND CONDITIONS

Background

A. The Supplier is in the business of providing energy services and solutions to its clients.

B. The Client wishes to engage the Supplier to provide the Services set out in this Agreement, subject to the terms of this Agreement.

C. The Supplier agrees to provide the Services set out in this Agreement to the Client, subject to the terms of this Agreement.

1. Commencement and duration

1.1 The Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with Clause 14.4 (Force Majeure) or Clause 15 (Termination), until the end of the Term, when it shall terminate automatically without notice.

2. Supply of services

2.1 Throughout the Term the Supplier shall:

(a) perform the Services using reasonable skill and care;

(b) act in accordance with all reasonable instructions given by the Client and co-operate with the Client with respect to the provision of the Services; and

(c) only use personnel who are suitably skilled and experienced to perform the Services.

2.2 The parties agree that the times and dates for providing the services and/or referred to in an order are estimates only and time shall not be of the essence in respect of the provision of the Services under this Agreement.

2.3 The Supplier reserves the right to amend the Services if necessary to comply with any applicable law 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 Client in any such event.

2.4 If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Supplier shall:

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

(b) be entitled to payment of the Charges despite any such prevention or delay; and

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

2.5 In the event of a valid claim by the Client relating to the Supplier's performance of the Services, the Supplier shall investigate the claim promptly and shall, where possible, re-perform the Services (or relevant part thereof) free of charge or refund a proportionate part of the Charges to the Client, as determined by the Supplier in its sole discretion. The foregoing rights shall be the Client's sole and exclusive remedy in respect of any such claim.

3. Client obligations

3.1 The Client shall:

(a) provide all co-operation that is reasonably required by the Supplier to enable it to provide the Services (or any part of them);

(b) provide accurate and complete information and all Client Materials that 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;

(c) (where applicable) make available any and all Client Equipment (or access thereto) that is agreed upon by the parties or as otherwise reasonably required from time to time by the Supplier (together with any necessary written authorisation and instructions relating to such Client Equipment), to enable the Supplier to provide the Services;

(d) where required, provide access to and availability of and use of the Client'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;

(e) 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 (including but not limited to the CDM Regulations 2015);

(f) 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) at any time during the Term;

(g) obtain any licences or consents that are required to enable the Supplier to provide the Services and/or to install and use any of the Supplier Equipment, in advance of the date on which the provision of the Services or use of the Supplier Equipment is due to begin or be installed or used (as applicable), and shall maintain the same to the extent required and for such duration as may be required to enable the provision of the Services and/or use of the Supplier Equipment as required; and

(h) notify the Supplier in writing immediately upon the occurrence of a change of ownership of the Client.

4. Authorised Representative

(a) Each party shall ensure that the person identified as its representative in the Order, or otherwise notified in writing to the other party, has authority to give and receive operational instructions relating to the Services. No representative may vary the Agreement or approve a Change Order unless expressly authorised to do so by that party.

5. Change Orders

(a) Either party may propose changes to the Services, but no change shall take effect unless it is set out in a Change Order agreed in writing by authorised representatives of both parties.

5.2 In the event that the Client wishes to propose a change to the Services, it shall notify the Supplier in writing, providing as much detail as is reasonably necessary in order to enable the Supplier to draft a Change Order.

5.3 If the Supplier receives a notice from the Client under clause 5.2, it shall respond to the Client with a draft Change Order within 30 Business Days of receipt.

5.4 In the event that the Supplier wishes to propose a change to the Services, it shall submit a draft Change Order to the Client.

5.5 In the event that a change to the Services is necessary in order to comply with a change in Applicable Law, health and safety, legal, or other regulatory requirements, the Supplier shall submit a draft Change Order to the Client. In such cases, provided that the proposed change does not materially affect the nature, scope, or price of the Services, the Client shall not withhold their consent. For the avoidance of doubt, in the absence of such consent, the Supplier shall not be required to perform the Services that would contravene any applicable laws, statutes, regulations or codes in force during the Term.

(a) A Change Order agreed in writing by authorised representatives of both parties shall amend the relevant Order and the Agreement with effect from the date specified in that Change Order.

5.6 When the parties are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with clause 17.15 (*Dispute Resolution*).

5.7 The Supplier may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 5.2 on a time and materials basis at the Supplier's then-current day rates.

6. Charges and Payment

6.1 The Client shall pay the Charges to the Supplier, in consideration of the provision of the Services, in accordance with this clause 6.

6.2 In consideration of the Services, the Client shall pay the Charges for the first Contract Year on the Commencement Date, and for subsequent Contract Years, the Charges shall be payable by the Client 30 days' prior to expiry of the then-current Contract Year.

6.3 The Supplier may increase the Charges for the next Contract Year upon providing the Client with 30 days' prior written notice.

6.4 The Charges exclude the following which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice by the Supplier:

(a) 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

(b) 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 Client in advance from time to time.

6.5 Subject to clause 6.2, all payments required to be made by the Client pursuant to this Agreement shall be made within 14 days of the date of the relevant invoice, unless such invoice is disputed in good faith in accordance with clause 6.8 below.

6.6 All payments required to be made by the Client pursuant to this Agreement shall be made in GBP in cleared funds to a bank account nominated in writing by the Supplier.

6.7 If the Client receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

(a) the Client shall notify the Supplier in writing as soon as reasonably practicable;

(b) the Client shall pay the balance of the invoice which is not in dispute by the due date for payment of the invoice;

(c) to the extent that the Client is obliged, following resolution of the dispute, to pay an amount, then the Supplier may charge interest in accordance with clause 6.9 below from the original due date until the date of payment; and

(d) once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within 14 days and, where the Supplier is required to issue a credit note, it shall do so within 28 days.

6.8 Without prejudice to clause 15.1, any sums which remain unpaid by the due date for payment under this Agreement shall incur interest on a daily basis at a 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%, from the due date for payment until payment is made in full of any such outstanding sums, whether before or after judgment.

6.9 All sums payable to the Supplier under this Agreement:

(a) are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(b) 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).

7. Records and Audit

7.1 Each party shall:

(a) keep, or procure that are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to this Agreement to be accurately calculated;

(b) at the reasonable request of the other party, during normal Business Hours and not more than once in each 12-month period, provide that the party or its agent or professional advisers (on not less than 5 Business Days' notice) with access to such records and books of account and with access to its premises, systems, and personnel; and

(c) to the extent reasonably required and to the extent that the same relate to the calculation of sums payable pursuant to this Agreement, allow the other party or its agent or professional advisers to take copies of such records and books of account.

8. Intellectual property rights

8.1 The Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Supplier Materials and the Deliverables.

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

8.3 The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, worldwide licence to use, copy and modify the Client Materials for the purpose of providing the Services to the Client in accordance with this Agreement.

8.4 The Supplier grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the Term to use, copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business.

8.5 The Supplier warrants that the receipt and use of the Services and the Deliverables by the Client shall not infringe the Intellectual Property Rights of any third party.

8.6 The Client:

(a) warrants that the receipt and use of the Client Materials in the performance of this Agreement by the Supplier, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

(b) 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 this agreement of the Client Materials.

9. Confidentiality

9.1 Each party undertakes that, except as provided by clause 9.2 or as authorised in writing by the other party (such authorisation not to be unreasonably withheld), it shall, at all times during the Term of this Agreement and for 3 years after its termination or expiry:

(a) keep confidential all Confidential Information;

(b) not disclose any Confidential Information to any other party;

(c) not use any Confidential Information for any purpose other than as contemplated by this Agreement; and

(d) ensure that (as applicable) none of its employees, directors, officers, agents, or contractors does any act which, if done by that party, would be a breach of the provisions of this clause 9.

9.2 Subject to clause 9.3, either party may disclose any Confidential Information to:

(a) any contractors, substitutes, or suppliers;

(b) any governmental or other authority or regulatory body; or

(c) any employee or officer of that party or of any of the aforementioned persons, parties, or bodies.

9.3 Disclosure under clause 9.2 may be made only to the extent that it is necessary for the purposes contemplated by this Agreement, or as required by law. In each case, the disclosing party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in clause 9.2(b) or is an authorised employee or officer of such a body, the party disclosing the Confidential Information under clause 9.2 must obtain and submit to the other party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

9.4 Either party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that party.

9.5 When using or disclosing Confidential Information under clause 9.4, the party using or disclosing that Confidential Information must ensure that it does not use or disclose any part of that Confidential Information which is not public knowledge.

9.6 The provisions of this clause 9 shall continue in force in accordance with their terms, notwithstanding the termination or expiry of this Agreement for any reason.

10. Change in Applicable Law

10.1 Each party shall inform the other party as soon as reasonably possible and practicable when it becomes aware of any changes to the Applicable Laws.

10.2 In the event that a change to the Applicable Laws requires a change to the Services, clause 5 (*Change Orders*) shall apply, and the Supplier shall submit the required Change Order to the Client as set out in clause 5.5.

11. Data Protection

11.1 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.

12. Insurance

During this Agreement the Supplier shall maintain in force appropriate insurance policies with reputable insurance companies, against the risks that would normally be insured against by a prudent businessperson in connection with the Services.

13. Limitation of liability

13.1 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) any matter in respect of which it would be unlawful for either party to exclude or restrict its liability.

13.2 Subject to clause 13.1, the aggregate liability of the Supplier to the Client in each Contract Year under or in relation to this Agreement for any and all related or unrelated acts or omissions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lesser of: a) 100% of the Charges paid to the Supplier in the relevant Contract Year giving rise to the claim; or b) ten thousand pounds (£10,000) in aggregate.

13.3 Subject to clause 8.6(b), neither party shall be liable under or in relation to this Agreement for any such losses suffered by the other, in each case whether directly or indirectly, or whether immediate or consequential: loss of profits; loss of sales or business; loss of business opportunity; loss of agreements or contracts; loss of anticipated savings; loss or corruption of data or information; loss or corruption of software; loss of or damage to goodwill; or indirect or consequential loss.

13.4 Nothing in this clause 13 shall limit or exclude the Client’s payment obligations under this Agreement.

13.5 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.

14. Force Majeure

14.1 For the purposes of this Agreement, "**Force Majeure Event**" means, in relation to either party, any circumstances beyond that party's reasonable control including, but not limited to, any strike, lockout, or other form of industrial action; shortage of components or raw materials; lack of, interruption to, or failure of any utility service, or lack of available facilities; non-performance by suppliers or contractors; collapse of buildings, fire, explosion, accident, acts of God, storm, flood, drought, earthquake, epidemic, pandemic, or other natural disaster; terrorist attack, civil commotion or riots, war, civil war, threat of preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical, or biological contamination, or sonic boom; or any law or action taken by a government or public authority including, but not limited to, imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent, or any similar or dissimilar circumstances.

14.2 If any Force Majeure Event occurs in relation to either party which affects or may affect that party's performance of its obligations under this Agreement, the affected party shall notify the other party as soon as reasonably possible and practicable of the nature and extent of the circumstances in question. The affected party shall use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

14.3 Subject to compliance with clause 14.2, neither party shall be deemed to be in breach of this Agreement or shall otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations under this Agreement to the extent that performance of that obligation is prevented, hindered, or delayed by a Force Majeure Event of which it has notified the other party, and the time for that performance shall be extended accordingly.

14.4 If the performance by either party of any of its obligations under this Agreement is prevented, hindered, or delayed by a Force Majeure Event for a continuous period in excess of 30 days, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable or the other party shall be entitled to terminate this Agreement by giving 30 days written notice to the affected party.

15. Termination

15.1 Without prejudice to any other right or remedy available to it, the Supplier may terminate this Agreement immediately by giving written notice to the Client if the Client does not pay any sum due under this Agreement when it is due to be paid and such sum remains outstanding for 14 days after receiving written notification from the Supplier notifying it that such sum is due.

15.2 Without prejudice to any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act

1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

15.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

15.4 Termination or expiry of this Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

16. Consequences of Termination

16.1 On termination of this Agreement for whatever reason:

(a) any sum owing by either party to the other party under any of the provisions of this Agreement shall become immediately due and payable;

(b) the Supplier shall immediately return any and all Client Materials and Client Equipment in its possession. In the event that the Supplier fails to return any Client Materials or Client Equipment within 28 days of the termination or expiry of this Agreement, the Client shall have the right to enter the Supplier's premises to take possession of the same;

(c) the Client shall immediately return any and all Supplier Materials and/or Supplier Equipment in its possession. In the event that the Client fails to return any Supplier Materials or Supplier Equipment within 28 days of the termination or expiry of this Agreement, the Supplier shall have the right to enter the Client's premises to take possession of the same;

(d) the following clauses shall remain in full force and effect: Clause 1 (*Commencement and duration*), Clause 7 (*Records and Audit*), Clause 8 (*Intellectual property rights*), Clause 9 (*Confidentiality*), Clause 13 (*Limitation of Liability*), Clause 16 (*Consequences of Termination*), Clause 17.2 (*No Waiver*), Clause 17.6 (*Severance*), Clause 17.7 (*Conflict*), Clause 17.15 (*Dispute Resolution*), and Clause 17.16 (*Governing law and Jurisdiction*); and

(e) 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 this Agreement which existed at or before the date of termination or expiry.

17. General

17.1 **Rights and Remedies.** The rights and remedies provided for in this Agreement are in addition to, and shall not limit or exclude, any rights or remedies provided by law.

17.2 **No Waiver**. No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of

this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

17.3 **Variation**. Subject to Clause 5 (Change Orders), no variation of the Agreement shall be effective unless it is in writing and agreed by authorised representatives of both parties.

(a) **Entire Agreement**. The Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement, understanding, assurance or arrangement relating to that subject matter. Each party acknowledges that it does not rely on any statement, representation, assurance or warranty that is not set out in the Agreement.

17.4 **Severance**. In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

(a) **Conflict**. If there is any conflict or ambiguity between the documents forming the Agreement, the order of precedence stated in the Application of these Terms section shall apply.

17.5 **Further Assurance**. Each party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

(a) **Costs.** Unless the Agreement states otherwise, each party shall bear its own costs relating to the negotiation, preparation and implementation of the Agreement.

17.6 **Sub-contracting.** The Client 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 this Agreement without the Supplier's prior written consent. The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Agreement without the Client’s consent.

17.7 **Relationship of the parties**. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

17.8 **Non-Solicitation**. Neither party shall, for the term of this Agreement and for a period of 12 months after its termination or expiry, solicit or entice away or employ or contract the services of any person who is or was employed or otherwise engaged by the other party at any time in relation to this Agreement without the express written consent of that party.

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

17.10 **Notices.**

(A) All notices under the Agreement shall be in writing and sent by or on behalf of a duly authorised officer of the party giving the notice.

(b) All notices under this Agreement shall be addressed to the most recent postal address, or email address given in this Agreement or as otherwise notified in writing by either party to the other from time to time.

(c) Notices shall be deemed to have been duly given:

(i) when delivered, if delivered by courier or other messenger during the normal business hours of the recipient, on signature of a delivery receipt; or

(ii) when sent, if sent by email and a successful confirmation of receipt or read receipt is generated during the normal business hours of the recipient or, if sent outside the recipient's normal business hours, when such business hours resume; or

(iii) at 09.00 on the second Business Day following mailing or at the delivery time recorded by the relevant delivery service, if mailed by first-class mail, postage prepaid or by any other next working day delivery service.

(d) For the purposes of this clause 17.14, "normal business hours" shall mean 09.00 to 17.00, Monday to Friday on a day that is not a public or bank holiday.

17.11 **Dispute Resolution**.

(a) The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

(b) If negotiations under clause (a) do not resolve the matter within 60 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("**ADR**") procedure.

(c) If the ADR procedure under clause (b) does not resolve the matter within 60 days of the initiation of that procedure, or if either party will not participate in the ADR procedure, the dispute may be referred to arbitration by either party.

(d) The seat of the arbitration under clause (c) shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the parties. In the event that the parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either party may, upon giving written notice to the other party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

(e) Nothing in this clause 17.15 shall prohibit either party or its affiliates from applying to a court for interim injunctive relief.

(f) The parties hereby agree that the decision and outcome of the final method of dispute resolution under this clause 17.15 shall not be final and binding on both parties.

17.12 Governing law and Jurisdiction

(a) This Agreement (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.

(b) Subject to the provisions of clause 17.15 (*Dispute Resolution*), any dispute, controversy, proceedings or claim between the parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

17.13 **Interpretation.** 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.

18. Definitions

Applicable Laws means all laws, statutes, regulations, and similar instruments from time to time in force applicable to the parties, the Services, and to this Agreement.

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

Business Hours means 09.00 to 17.00 on a Business Day.

Change Order means a document issued pursuant to clause 5 (Change Orders) setting out proposed changes to the Services, in particular the effect of such changes on the nature and scope of services, the provision of the Services, the Charges, and the terms of this Agreement.

Charges means the sums payable by the Client to the Supplier for the Services, as set out in the Order.

Client Equipment means any and all equipment provided by the Client and used by the Supplier in relation to the provision of the Services (whether directly or indirectly).

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

Client Premises means the relevant address(es) notified to the Supplier from time to time.

Client Representative means the individual identified as such in the Order or otherwise notified by the Client to the Supplier in writing.

Commencement Date means the commencement date specified in the Order or, if none is specified, the date on which the Supplier first begins to provide the Services.

Confidential Information means, in relation to either party, information which is disclosed to that party by the other party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such.

Contract Year means the 12-month period beginning on the Commencement Date and each anniversary thereafter during the Term.

Data Protection Legislation means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law

version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.

Deliverables means any output of the Services to be provided by the Supplier to the Client as specified in Schedule 1 and any other documents, products and materials provided by the Supplier to the Client in relation to the Services (excluding the Supplier's Equipment), and for the avoidance of doubt, this does not include any data recorded by the EV charging point.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks, 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 maintenance services set out in Schedule 1.

SLAs means the service levels as set out in Schedule 1.

Supplier Equipment means any and all equipment including, but not limited to, computer hardware and systems provided and used by the Supplier in relation to the provision of the Services (whether directly or indirectly).

Supplier Materials means any and all information, documents, and other materials provided or otherwise used by the Supplier in its performance of the Services.

Supplier Representative means the individual identified as such in the Order or otherwise notified by the Supplier to the Client in writing.

Term means the period specified in the Order or, if no period is specified, 12 months from the Commencement Date.

NORTHGATE
EV Charging

Schedule 1 Maintenance Services

1. The Supplier shall carry out the planned maintenance inspections selected in the Order. Each inspection shall include, where applicable to the relevant EV Charge Point:
   1.1. **Visual inspection:** inspection of the EV Charge Point, tethered charging cable (if fitted), connector, holster, enclosure, fixings, indicator lamps, displays, meters and accessible associated infrastructure for damage, deterioration, overheating, exposed metal, damaged contacts or other visible defects.
   1.2. **Operational and protective-device testing:** operational testing of the EV Charge Point and testing of any accessible residual current device by use of its test button.
   1.3. **Electrical inspection:** inspection of accessible wiring, mains leads, terminals, cable terminations, earth connections, conduits and glands for damage, overheating, deterioration and tightness, together with electrical inspection and testing in accordance with applicable wiring regulations and the manufacturer's instructions.
   1.4. **Software:** checking the EV Charge Point software or firmware version and, where reasonably practicable and authorised by the manufacturer, updating it to a supported version. The Supplier is not responsible for any third-party software, licence, connectivity or back-office platform charges.
   1.5. **Earthing:** testing accessible local earthing arrangements so far as reasonably necessary for the inspection.
   1.6. **Report:** provision of a written report identifying the condition of the EV Charge Points inspected, work completed and any recommended remedial work.

Scope selected in the Order. The Services and frequency of planned maintenance applicable to each site and EV Charge Point will be stated in the Order. Any addition to or removal from that scope must be agreed through a Change Order and may result in an adjustment to the Charges.

Eligible equipment. Unless the Order expressly states otherwise, the Services apply only to AC EV Charge Points rated up to 22 kW. The Services do not include inspection of a user's portable charging lead or any equipment not identified in the Order.

Excluded items. Unless expressly included in the Order, the Charges do not include replacement parts, consumables, civil works, remedial electrical works, manufacturer or software charges, or work required because of accidental damage, misuse, vandalism, deliberate damage, inadequate maintenance by others, third-party interference, loss of connectivity, or a defect in equipment or infrastructure outside the Supplier's scope.

Remedial work. If the Supplier identifies any excluded, additional or remedial work, it may issue a quotation. The Supplier will not carry out that work unless the Client accepts the quotation in writing, except where immediate action is reasonably necessary to make the site safe. Any applicable SLA will be suspended for the period in which the Supplier is awaiting site access, information, approvals, payment, parts or other Client dependencies.

Equipment installed by others. Where the Supplier did not install an EV Charge Point or associated infrastructure, the Client warrants that, at the Commencement Date, it is safe, compliant, operational and suitable for continued use. The Supplier may require evidence of its condition and may carry out an initial inspection. Any diagnostic or remedial visit arising from a breach of this paragraph will be charged at the Supplier's then-current out-of-contract rates.

Unless otherwise stated in the Order, the current out-of-contract attendance rate is £450 per engineer per day, plus VAT, mileage, accommodation and other reasonable expenses where applicable.

Initial inspection. Where the Supplier did not install the relevant EV Charge Point or infrastructure, the Supplier may carry out an initial inspection within three months after the Commencement Date unless the Client provides, to the Supplier's reasonable satisfaction, a recent condition report or electrical installation certificate. The initial inspection is diagnostic only and does not amount to acceptance of the condition, design, installation or compliance of the equipment or infrastructure.

Access. The Client shall ensure that the Supplier's engineers have safe and timely access to the relevant site, EV Charge Points, infrastructure and welfare facilities and that any required permits, inductions, isolations and escorts are available. For planned maintenance, the Supplier will give at least 10 Business Days' notice of the proposed attendance date, unless the parties agree otherwise.

2. SLA's

The following SLAs apply only to Services included in the Client's maintenance package and begin when the Supplier receives sufficient information to identify the affected EV Charge Point and diagnose the reported issue. Unless the Order states otherwise, SLA periods run during Business Hours only and are targets for response or attendance, not guaranteed restoration times.

1.1. **Remote response:** within 24 hours after receipt of a valid service request.
1.2. **Reactive attendance:** within the applicable period set out in the table below, subject to the Client's maintenance package.
1.3. **Planned maintenance:** at the frequency stated in the Order and by the applicable due date, subject to agreed access.
1.4. **Repair:** where repair is within scope and reasonably practicable, within 10 Business Days after site attendance, subject to parts, manufacturer support, Client approval and any third-party dependency.

Reference	Category	Description	Service activity	Target attendance / completion
2.1	Urgent	A non-dangerous fault that prevents an EV Charge Point from operating.	Remote diagnosis and, where attendance is required, fault identification and repair where reasonably practicable using	Attendance within 3 Business Days, between 08:00 and 17:00.

			available approved spare modules. Minor configuration changes may be carried out where appropriate.	
3.1	Non-urgent	Minor physical damage or a fault that does not prevent operation of the EV Charge Point.	Fault identification and repair where reasonably practicable using available approved spare modules. Minor configuration changes may be carried out where appropriate.	Attendance within 5 Business Days, between 08:00 and 17:00.
4.1	Planned	Annual maintenance visit.	Planned inspection in accordance with paragraph 1.	By the applicable annual due date.
4.2	Planned	Six-monthly maintenance visit, where included in the Order.	Planned inspection in accordance with paragraph 1.	By the applicable six-monthly due date.

For the avoidance of doubt, all SLA periods are extended to the extent performance is prevented or delayed by matters outside the Supplier's reasonable control, including unavailable parts, manufacturer or network operator delay, loss of connectivity, unsafe conditions, lack of access, or any act or omission of the Client or a third party.

Schedule 2 Charges

1. Annual maintenance charges

Unless a different price is stated in the Order, the annual maintenance charge is £195 plus VAT per socket for one annual planned maintenance visit, for sites with up to three sockets.

For a site with more than three sockets, the applicable volume price will be stated in the Order.

Unless a different price is stated in the Order, the charge for one annual and one six-monthly planned maintenance visit is £295 plus VAT per socket, for sites with up to three sockets.

The Order will identify the covered sites, EV Charge Points, number of sockets, maintenance frequency, maintenance package and applicable Charges. If there is any inconsistency between this Schedule 2 and the pricing expressly stated in the Order, the Order will prevail. Additional, excluded or remedial work will be charged separately in accordance with Schedule 1 and the Agreement.