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## **Terms and Conditions of Business**

### **IT IS HEREBY AGREED AS FOLLOWS**

#### **1. Interpretation**

1.1. Except where the context requires otherwise words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage and vice versa.

1.2. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

1.3. The company EV Quickcharge Ltd shall be referred to as EVQ and the customer shall be referred to as The Client.

#### **2. Relationship Between the Parties**

2.1. The client engages EVQ to provide the services specified in these terms and conditions, along with any quotation issued by EVQ which must be written.

2.2. No term of this agreement or course of dealings between the Parties shall operate to make the Agent (EVQ) an employee or agent of the Client.

2.2. Neither Party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other Party.

#### **3. The Quotation**

3.1 EVQ reserves the right to charge to produce a quotation where unreasonable costs could be incurred such as travel expenses. The client must always be informed of this and a written order must be received prior to commencing the quotation process if charges will be levied.

3.2. EVQ shall provide to the Client a proposal for the services to be provided ("the Quotation") which shall set out:

a) The services which EVQ will undertake for the Client.

b) The costs which the Client shall be charged for the performance of the services listed.

c) Any VAT or tax element which will be payable by the Client.

3.2. The Quotation shall make reference to these terms and conditions and where an order, order number or written instruction via email or standard mail is issued it will be deemed as acceptance of these terms and conditions. These terms and conditions must always be available to view via <http://www.evquickcharge.co.uk>.

3.3. Where a quantity or condition of a waste to be disposed of by EVQ is unknown, an estimate may be issued to the client. Any acceptance of a quotation will be based upon the knowledge that exact invoicing amounts will not be known until the waste reaches the point of disposal.

3.4. Where transport services are being provided, a maximum time of 1 hour will be included for loading and unloading. Should this time be exceeded for any reason, additional charges levied against EVQ will be invoiced to the client upon completion of the works.

3.5. Where machinery such as mobile cranes and excavators are being provided, it is assumed a working day of not exceeding 8 hours on site. Should this time be exceeded for any reason, additional charges levied against EVQ will be invoiced to the client upon completion of the works.

3.6 Where a quotation includes day rates, guidance may be included to estimate the anticipated duration of the works. Such timescales are for guidance only and may not reflect the true duration of the works due to unforeseen circumstances. EVQ reserves the right to invoice a client for the true duration of the works, including the hire of any required equipment for that duration.

3.7 Where a quotation for a standard installation has been given, EVQ reserves the right to charge the client for additional materials, labour or services utilised due to any unforeseen circumstances, including but not limited to need for additional materials, ground conditions, wiring anomalies, access issues, any safety requirements deemed necessary. The client will always be notified prior to any additional works being undertaken.

3.8 Where a provisional sum for meeting the cost of a specialist or for any unknown factor within the job such as materials or ground excavation works, the client shall be responsible for any shortfall and additional costs incurred by EVQ.

#### **4. The Services and the Time and Manner of their Delivery**

4.1. EVQ will provide such services to the Client as are set out in the Quotation.

4.2. The services will be provided to the Client within the timeframe agreed by both parties either verbally or in writing.

4.3. Time frames and dates of delivery are provided for guidance only and EVQ makes no guarantee that the services will be performed within the specified period. For the purposes of this agreement, time shall not be of the essence and EVQ shall not be liable for any loss or damage suffered by the Client as a result of the delivery of services being delayed or postponed for any reason.

4.4. All quotations unless specifically stated are based on works being carried out during normal office hours (Monday – Friday – 08:00 – 17:00)

#### **5. Payments**

5.1. The contract price is set out in the Quotation, which includes details of the charges which EVQ will make for labour, materials and parts as well as any taxes or additional costs or expenses or disbursements which EVQ may charge to the Client unless unknown at the time of quoting.

5.2. The intervals (if any) at which EVQ may invoice the Client in respect of the whole or an instalment of the contract price are set out in the Quotation.

5.3. Notwithstanding 3.7, 4.1 and 4.2 above, EVQ may vary the contract price from the amount set out in the Quotation where he has provided services which are different or in addition to those set out in the Quotation either at the specific request of the Client or because he has been required to complete additional work which was not anticipated at the time the quotation was made, or because of market fluctuations in the price of materials or characteristics of waste were not as anticipated.

5.4. The Client agrees

a) Not to withhold any sums due to EVQ, this includes any retentions unless specifically agreed by EVQ at the time of quotation. This includes any retentions the client specifies in their contract unless specifically agreed by EVQ in writing.

- b) To settle all invoices raised by JWH Tanks within 30 days unless agreed with EVQ.
- c) To pay to EVQ an interest at a rate of 2 percentage points per annum above the Bank of England base rate on any payments which are not settled in accordance with section 5.4(b).
- d) To pay to EVQ such costs and expenses as he may incur in recovering payment from the Client where the Client fails to make payment in accordance with these terms and conditions.

## **6. Cancellation**

### 6.1. The client agrees that

- a) Any cancellation within 72 hours of the scheduled commencement date of the works will result in an invoice being raised by EVQ for 10% of the amount stipulated in the attached quotation.
- b) Any cancellation within 24 hours of the scheduled commencement date of the works will result in an invoice being raised by EVQ for 50% of the amount stipulated in the attached quotation.
- c) Where products such as concrete, plant or any other external service are forming part of the quotation, any cancellation within 72 hours will result in an invoice being raised to cover that part of the quotation.
- d) EVQ reserves the right to invoice for any items purchased in preparation for works, such as charging units, consumables or equipment unless full refunds can be obtained from suppliers. Should any fees be incurred in obtaining refunds, EVQ reserves the right to invoice the client for such losses.
- e) Any cancellation occurring on the day of the scheduled start date will result in an invoice for the full quoted amount.
- f) Where EVQ are employing the services of a sub-contractor, the client agrees to cover the cost of any charges levied to EVQ by a sub-contractor in the event of a cancellation.

### 6.2. Domestic Customers

In accordance with the *Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regulations (2008)* the Client may cancel this contract within 7 calendar days of issuing instruction and shall be entitled to a full refund of any monies paid to EVQ, less an amount representing any reasonable administration costs which EVQ has incurred. Any cancellation outside this period will not entitle the Client to a refund of any monies paid.

## **7. Client's Obligations**

7.1. The Client shall be responsible for the correctness of all measurements for products, materials, distances from boards, socket positions and access arrangements. Where these measurements are not correct and accordingly materials, products or services which are ordered or provided by EVQ are the wrong size or unsuitable, the Client shall bear the expense of rectifying this, along with any costs incurred by EVQ such as travel, accommodation, transport, disposal and wage expenses.

7.2. The Client shall co-operate with EVQ as may be necessary to facilitate this agreement, including but not limited to

- a) Permitting EVQ and arranging access to the property or location in which the services are to be supplied ("the Site") and assuring that such access is appropriate and adequate.
- b) Where the Site is indoors, ensuring that there is adequate ventilation, lighting and other required services.

c) Providing for EVQ such facilities as may be necessary in order to allow for the completion of services.

d) The client will take heed of any method statements issued by EVQ in advance of works. If upon arrival to site, work methods stated in a forwarded method statement are rejected by the client, EVQ reserves the right to charge an aborted visit cost up to 100% of the quotation amount. Should the client's internal safety systems require additional documentation to be produced in excess of a method statement and risk assessments, this should be declared at the time of enquiry. EVQ reserves the right to charge £100 + VAT per hour for additional time spent by its safety department producing documentation to satisfy a client's internal audit system.

7.3. Unless the Quotation specifies otherwise, the Client will be responsible for any cleaning, repairing and redecorating which is necessary to the Site after EVQ has completed the agreed services. The client shall be responsible for the legal disposal of all waste arising from the services unless specified by EVQ in the attached quotation. As per item 3.3, should waste quantities either not have been measured accurately by the client, or access not have been available at the time of survey by EVQ, the Client will become responsible for any additional costs incurred.

7.4. Where EVQ stores or keeps any materials, equipment or vehicles on Site, the Client shall be responsible for the security and safety of such and shall account to EVQ for any loss or damage.

7.5. The Client shall be responsible for any permissions, licenses or consents which are necessary in order for the services to be provided. The Client warrants that he has applied for and obtained all such necessary permissions, license or consents prior to contracting EVQ.

7.6 The client is responsible for the condition of any existing equipment or property being worked upon by EVQ. Should equipment such as fuse boards, or property such as fences / walls not be in a condition to be returned to its original state without major alterations, any costs levied such as board replacement will be the responsibility of the client and not EVQ.

## **8. EV Quickcharge's Obligations**

8.1. EVQ shall perform all duties, services and obligations under this contract with reasonable care and skill and to an expected standard. EVQ shall comply with all relevant codes of practice and statutory or regulatory requirements.

8.2. EVQ shall take all reasonable care with the Clients property, including taking reasonable steps to protect the Client's furnishings and wall and floor coverings during the provision of the services and to prevent damage.

8.3. EVQ shall at all times be registered and remain in good standing with such organisations as may be relevant for the purposes of complying in the field of the services being provided. The selection of which will be at EVQ's discretion.

8.4. When contracted to do so, EVQ shall be responsible for managing and arranging the safe and lawful disposal of any waste materials within the parameters of the quotation which are generated or removed from the Client's property as a result of the provision of the services.

8.5. EVQ shall at all times hold a valid employer and public liability insurance policy.

8.6. EVQ will forward any documentation to the client in good time, upon full and final settlement of the invoice by the client.

8.7 EVQ will carry out all required safety tests to comply with current regulations at the time of the installation. Any additional testing required by the client will be carried out at an additional cost.

## **9. Equipment & Materials Rights and Assumption of Risk**

9.1. The ownership of any equipment or materials which are used by EVQ in providing or delivering the service shall remain with EVQ until the Client has made payment in full in accordance with these Terms and Conditions.

9.2. Risk in and responsibility for any products or materials which are used in the supply, performance or delivery of the Services shall pass from EVQ to the consumer

a) Where EVQ is responsible for delivering the products or materials to the Client, upon delivery or,

b) Where EVQ is not responsible for delivery, at the moment the products or materials leave the Supplier's premises. Damage caused in transit shall not be the responsibility of EVQ.

## **10. The Guarantee**

10.1. EVQ provides to the Client, in addition to any statutory rights which the Client may have, a guarantee that the Services provided under this contract shall be free from defective or flawed materials or workmanship for a period of 30 days from the completion of the Services, notwithstanding that this guarantee shall not apply to:

a) Defects or flaws which are as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow instructions or recommendations on the part of the Client.

b) Any defect or flaw which is caused by mechanical, structural or chemical damage (which is not in itself a result of some defect in the workmanship or materials) and which arises after risk in the property has passed to the Client.

10.2. EVQ shall, at his sole discretion, determine the manner in which he will satisfy this guarantee, whether by repairing re-performing or replacing the Services or by refunding to the Client all or part of the monies which have been paid.

10.3. Where the Client considers that the Services are defective upon delivery or performance then he shall notify EVQ of this within 7 days, failing which he shall not be entitled to claim the benefit of this guarantee.

10.4. This guarantee shall not become effective until the Client has paid EVQ in full, failing which the Client shall not be entitled to claim the benefit of this guarantee.

10.5 Any repairs or alterations must be carried out by EVQ or an approved substitute agreed in writing. Failure of such will result in the warranty being void.

## **11. Termination**

11.1. This agreement shall continue until the Services (or any mutually agreed addition, extension or variation thereof) have been provided, or until terminated in accordance with the below.

11.2. Without prejudice to the above this Agreement may be terminated immediately where any of the following circumstances arise:

a) Either Party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed timescales) and after notice of this breach has been given to the defaulting Party it remains un-remedied and un-rectified 14 days after such notice.

b) Either Party commits a breach of this agreement which cannot be remedied.

c) Either Party becomes insolvent or enters into a CVA or IVA or ceases to carry on the whole or substantially the whole of its business.

11.3. Upon termination of this agreement the Client shall pay to EVQ such sums as may represent work done and expenses incurred up to and including the date of the termination.

11.4. Any right to terminate this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.

## **12. Disclaimers and Exclusions**

12.1. EVQ shall not be responsible in any circumstances to the Client or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.

12.2. Nothing in the forgoing shall be read as restricting or limiting in any way EVQ liability for death or personal injury.

## **13. Indemnity**

The Client shall indemnify EVQ against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.

## **14. Force Majeure**

Neither Party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or supplies.

## **15. Warranty of Contractual Capacity**

Both Parties warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

## **16. Whole Agreement, Governing Law, Severability and Miscellaneous Provisions**

16.1. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both Parties.

16.2. This Agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

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16.3. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this Agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.

16.4. All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.

16.5. Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the *Contracts (rights of Third Parties) Act*.

16.6. The failure by either Party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that part's right to subsequently compel and require strict compliance with every provision of this agreement.

Last updated 28/06/2021