

TRENT VEHICLE CHARGING LTD – TERMS AND CONDITIONS (B2C)

1. **Where to find information about us**

- 1.1. You can find everything you need to know about us, Trent Vehicle Charging Limited, and the goods and services we offer, on our website, from our customer service staff, or in these terms and conditions before you order. Please read these terms and conditions carefully before you submit your order to us.
- 1.2. Trent Vehicle Charging Limited is a company registered in England and Wales. Our company registration number is 11955574 and our registered office is Unit 17 Cyan Close, Colwick, Nottingham, United Kingdom, NG14 5JX. Our registered VAT number is 320953419.
- 1.3. You can contact us by phone on 0115 9789700 or by email to hello@trentvc.co.uk. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2. **When you buy from us you are agreeing that:**

- 2.1. If you have ordered maintenance services, the terms in Schedule 1 will apply to the contract in addition to the other terms in these terms and conditions.
 - 2.2. We only accept orders when we've checked them and we have countersigned the order form.
 - 2.3. Sometimes we reject orders.
 - 2.4. In respect of orders for goods and installation services, **on orders over £2,000**, we charge you a 30% deposit which is non-refundable when we accept your order with the balance in respect of the goods and installation services you have ordered to be paid when we have completed the installation services.
 - 2.5. If you have ordered maintenance services, unless otherwise stated on the order form, we will invoice you annually in advance and invoices will be payable within 30 days of the date of the invoice.
 - 2.6. We charge interest on late payments.
 - 2.7. We pass on increases in VAT.
 - 2.8. We're not responsible for delays outside our reasonable control.
 - 2.9. Goods can vary slightly from their pictures.
 - 2.10. You're responsible for making sure your measurements are accurate.
 - 2.11. We charge you if you don't give us information we need or do preparatory work as agreed with us.
 - 2.12. If you bought goods and services over the telephone, by email or on your doorstep, you have a legal right to change your mind.
 - 2.13. You have rights if there is something wrong with the goods and/or services you have received.
 - 2.14. We can change goods and/or services and these terms and conditions.
 - 2.15. We can end our contract with you.
 - 2.16. We don't compensate you for all losses caused by us or the goods/services we have supplied.
 - 2.17. We use your personal data as set out in our privacy notice.
 - 2.18. You have several options for resolving disputes with us.
 - 2.19. Other important terms apply to our contract.
3. **Quotations.** Any quotation we provide is only valid for 30 days from its date of issue, unless otherwise stated on it. However, quotations are subject to change by us at any time. If we give a quotation before we have carried out a survey or verified any measurements, drawings and/or diagrams you have supplied then that quotation will be subject to change based upon our findings when we attend to provide the services or carry out a survey and verify the information you supplied.
4. **We only accept orders when we've checked them.** We'll contact you by email to confirm we've accepted your order and we will countersign the order form and provide you with a copy. When we accept your order, we will also provide an estimated date for the provision of the goods and installation services. We will let you know the estimated duration and estimated completion date for the installation services. However, site meetings, preparatory visits and any delay in our obtaining the measurements or verifying measurements we need may delay the installation services date. If

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you have ordered maintenance services, we will agree the scope and frequency of those services with you and the approximate dates when they will be supplied.

5. **Sometimes we reject orders.** Sometimes we reject orders, for example, because goods are unexpectedly out of stock, because a credit reference we have obtained is unsatisfactory, because you are located outside the UK or because the goods and/or services were mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.
6. **Services.**
 - 6.1. The services will be performed at the address confirmed in the order form.
 - 6.2. We will:
 - 6.2.1. supply the services in all material respects in accordance with any specification agreed with you in writing;
 - 6.2.2. use reasonable endeavours to meet any start, performance and completion dates agreed with you but such dates are estimates only and you acknowledge and accept that since we do not manufacture goods, we are reliant upon our suppliers and if there is a delay with our supplier's manufacture and supply then that will have that resultant effect of delaying our own supply of goods and services to you;
 - 6.2.3. supply the services using reasonable care and skill.
 - 6.3. You will:
 - 6.3.1. allow us (or our appointed surveyor) to inspect the site to take measurements or for any other reason relating to the goods/services;
 - 6.3.2. reasonably co-operate with us in all matters relating to the services;
 - 6.3.3. provide us and our employees, agents, consultants and contractors with access to your premises and other facilities reasonably required by us to provide the services including those specified at clause 6.3.9;
 - 6.3.4. provide us with such information and materials as we may reasonably require in order to provide the services and ensure that such information is complete and accurate;
 - 6.3.5. prepare your premises for the supply of the services in accordance with our instructions;
 - 6.3.6. obtain and maintain all necessary licences, permissions and consents (including any required building and planning consents) which may be required for the services before the date on which the services are due to start;
 - 6.3.7. comply with all applicable laws, including health and safety laws;
 - 6.3.8. keep all of our materials and equipment safe and secure whilst such items are at your property;
 - 6.3.9. provide us and our employees, agents, consultants and contractors with access to water, washing facilities and toilets, access to electricity, access to any fixtures or facilities required to adequately perform the services, storage space on request for our equipment and any materials, safe and easy access to your property from the public highway and easy access to the location within your property where the services are to be performed. This may require you to move personal belongings and other items including (without limitation) pipes and electricity, telephone and television cables from working areas. If you ask us to move items on your behalf, we accept no liability for loss or damage to such belongings in doing so.
 - 6.4. You can end an on-going contract for maintenance services in accordance with clause 3 of Schedule 1. If you have any questions, please contact us.
 - 6.5. All electrical installation work will:
 - 6.5.1. comply with BS7671:2018, Part P of Building Regulations and any amendments in force at the time the Installation Services are provided;
 - 6.5.2. comply with applicable Building Regulations in force at the time the Installation Services are provided.
 - 6.6. All electrical vehicle charge equipment installations will comply with IET Code of Practice and in cases where updates of documents lead to inconsistency, the IET Wiring Regulations (BS 7671)

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will take precedence for electrical installations requirements to the extent required to resolve the conflict.

- 6.7. Electrical installation and minor works certificates and Building Regulations notifications issued by us cover only those works carried out by us and will only be issued on full settlement of all amounts payable by you pursuant to the contract.
 - 6.8. Where the installation services include extending or modifying existing circuits, the charges assume existing circuits are safe and in adequate condition. We will be entitled to charge you on a time and materials basis for any works required to bring these circuits up to a safe and adequate standard and you will pay such additional charges.
 - 6.9. No addition or alteration will be carried out to rubber insulated (VIR) cables.
 - 6.10. Where the installation services include the installation of a new consumer unit (fuse board), pursuant to Part P Building Regulations it is a legal requirement that the whole installation be tested to ensure it is safe to connect to the new unit. The basic cost for this is included in the charges. However, any faults found during this testing which are deemed by us to render the installation unsafe must be rectified prior to that circuit being reconnected to any new consumer unit. The costs for such work will be in addition to the charges and you will pay such additional amounts. Any such issues will be brought to your attention as soon as is practicable. In particular it may be necessary to install new main services bonding to water, gas or oil supplies and this is especially common on properties built during or prior to the early 1970s. If faults or issues are discovered prior to the installation of a new consumer unit which necessitate further visits being required by us which are not itemised in the order form, each such visit will be charged in addition to the charges on a time and materials basis and you will pay such additional amounts.
7. **Goods.**
- 7.1. We will deliver the goods to the address confirmed in the order form.
 - 7.2. The true colour of goods may not exactly match that shown on your device or in our marketing materials or its packaging may be slightly different.
 - 7.3. If no one is available at your address to take delivery of the goods, we will leave you a note informing you of how to re-arrange delivery (which may be from a local courier depot). If we cannot deliver the goods on the agreed delivery date then this may delay any previously agreed date for the supply of installation services since the services cannot be carried out if the goods are not present.
 - 7.4. If, after a failed delivery to you, you do not re-arrange delivery of the goods (which may be from a delivery courier depot) we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and clause 25 will apply.
 - 7.5. Goods will be your responsibility from the time they are delivered. You are responsible for storing them in a safe and dry environment.
 - 7.6. You own goods once we have received payment in full.
8. **Changing delivery/services dates.** If you wish to change a pre-agreed delivery date or time for delivery of the goods or a pre-agreed date for the supply of services then you must give us 72 hours' notice. You will be required to pay our costs in connection with such a request including storage and re-delivery costs.
9. **Warranty.**
- 9.1. You acknowledge that we are not the manufacturer of the goods. We will use all reasonable endeavours to pass on to you the benefit of any applicable manufacturer warranty in connection with the goods you have purchased.
 - 9.2. We warrant that the installation services (as itemised on the certificate(s) provided by us in accordance with clause 6.7 above) will be free from material defects in workmanship for 12 months from the date the installation services are completed (**Warranty Period**).
 - 9.3. Subject to clause 9.6, if:
 - 9.4. you give notice to us in writing during the Warranty Period within a reasonable time of discovery (and within 24 hours of delivery if the alleged defect is apparent on visual

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inspection) that some or all of the installation services do not comply with the warranty set out in clause 9.2; and

- 9.5. we are given a reasonable opportunity of examining the alleged defect, we will re-perform or rectify the installation services which it agrees are defective.
- 9.6. We will not be liable for any failure of the installation services to comply with the warranty set out in clause 9.2 if:
 - 9.6.1. the defect arises because you failed to follow our oral or written instructions as to the use or maintenance of the goods or (if there are none) good trade practice regarding the same;
 - 9.6.2. the defect arises as a result of our following any drawing, design or specification supplied by you;
 - 9.6.3. the installation services have been interfered with in any way by you or a third party;
 - 9.6.4. the defect arises because of the work of another tradesperson;
 - 9.6.5. the tamper seal on the main panel has been broken or if you request the engineer code;
 - 9.6.6. you alter or repair, re-perform or rectify such installation services without our written consent;
 - 9.6.7. the defect arises as a result of fair wear and tear (including to lamps, fuses and other consumables), wilful damage, negligence, or abnormal working conditions; or
 - 9.6.8. the installation services differ from their description or the installation services specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

10. Price and payment.

- 10.1. The price of the goods (inclusive of delivery costs, if applicable) and services will be set out in the order form.
- 10.2. We reserve the right to increase the price of the goods and/or services if on inspection or survey of the site it becomes apparent that there are one or more problems:
 - 10.2.1. which will result in a change to the goods specification or the services specification agreed with you in writing;
 - 10.2.2. with the structure of the building or structure onto which the goods are to be installed;
 - 10.2.3. with any dimensions or measurements provided by you;
 - 10.2.4. with access to the site where the services are to be supplied;
 - 10.2.5. relating to technical matters regarding the goods and/or services;
 - 10.2.6. resulting (or which may result) in additional works being required before the services can be carried out or alongside the services.
- 10.3. If you do not accept such price increase, we may cancel your order without liability and you will pay us fair and reasonable compensation for any work in progress on or in relation to the goods and/or services at the time of termination and management time incurred us in relation to that order prior to the time of termination including (without limitation) the cost of any survey carried out and the cost of any goods already purchased or commissioned for manufacture, but such compensation will not include loss of anticipated profits or any consequential loss.
- 10.4. In respect of orders for goods and installation services, on orders over £2000, we will charge you a 30% deposit (which is non-refundable) when we countersign the order form with the balance in respect of the goods and installation services you have ordered to be paid when we have completed the installation services.
- 10.5. The price for the installation services assumes:
 - 10.5.1. that the installation services will be carried out during the hours of 08:30 – 17:00 Monday - Friday;
 - 10.5.2. continuous and unhindered access to the location where the installation services are to be provided until the installation services are complete;
 - 10.5.3. that there is an appropriate and suitable source of power and feed present at the location where the installation services are to be provided;

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- 10.5.4. that the installation services will be carried out as described in and in accordance with the order form including (without limitation) in relation to timeframe, and if any of these assumptions prove to be incorrect, we may charge additional costs to take account of additional time and/or materials required and you will pay such additional costs.
- 10.6. If you have ordered maintenance services, we will invoice you annually in advance and invoices will be payable within 30 days of the date of the invoice.
- 10.7. We accept payment by bank transfer only.
- 10.8. If you do not pay us for the goods and/or services when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the goods and/or services until you have paid us the outstanding amounts. We will contact you to tell you we are delaying supply of the goods and/or services.
11. **We charge interest on late payments.** If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.
12. **We pass on increases in VAT.** If the rate of VAT changes between your order date and the date we supply the goods and services, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
13. **We're not responsible for delays outside our reasonable control.** If our supply of the goods and/or services is delayed by an event outside our reasonable control, we'll contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our customer service team by phone on 0115 9789700 or by email to hello@trentvc.co.uk to end the contract and receive a refund for any goods or services you have paid for in advance, but not received, less reasonable costs we have already incurred.
14. **You're responsible for making sure your measurements are accurate.** If we're supplying the goods and providing services to measurements you provide, you're responsible for making sure those measurements are correct.
15. **We charge you if you don't give us information or access we need or do preparatory work as agreed with us.** We charge you additional sums if you don't give us information we've asked for about how we can access your property for surveys/preparatory meetings, delivery, installation or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower or reschedule services.
16. **If you bought goods and services over the telephone, by email or on your doorstep, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. If you change your mind you must let us know no later than 14 days after the day we deliver the goods and 14 days after the day we confirm we have accepted your order, if it is for services. Your right to change your mind is subject to some conditions. You can't change your mind about an order for:**
- 16.1. services, once these have been completed;
- 16.2. goods that are bespoke, made to your specifications or are clearly personalised; and
- 16.3. goods which become mixed inseparably with other items after their delivery.
- 16.4. If you cancel after we have started the services, you must pay us for the goods we have supplied as well as for the services provided up until the time you tell us that you have changed your mind. The amount you are required to pay will reflect what has been supplied, in comparison with the full performance of the contract, that is making due allowance for items not supplied and work not carried out. If such costs amount to more than any initial

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payment you have paid to us, an invoice for the balance will be issued for payment within 14 days after the date of the invoice.

- 16.5. To let us know that you have changed your mind, please contact our customer service team by phone on 0115 9789700 or by email to hello@trentvc.co.uk.
17. **You have to return goods at your own cost.** You have to goods to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can send the goods back to us using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price.
18. **We only refund standard delivery costs.** We don't refund any extra you have paid for express delivery or delivery at a particular time.
19. **You have to pay for services you received before you change your mind.** If you purchased services, we don't refund you for the time you were receiving them before you told us you'd changed your mind.
20. **We reduce your refund if you have used or damaged goods.** If you handle the goods in a way which would not be acceptable in a shop, we reduce your refund, to compensate us for their reduced value. For example, we reduce your refund if the condition of the goods is not "as new", price tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the goods, no refund may be due.
21. **When and how we refund you.** If you have ordered services or goods that haven't been delivered or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If you are sending goods back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.
22. **If you think there is something wrong with the goods and/or services, you must contact our customer service team by phone on 0115 9789700 or by email to hello@trentvc.co.uk.** We honour our legal duty to provide you with goods and services that are as described to you and that meet all the requirements imposed by law. For detailed information about your legal rights please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that you have several options for resolving disputes with us.
23. **We can change goods and these terms and conditions.** We can always change goods to reflect changes in relevant laws and regulatory requirements or to make minor technical adjustments and improvements, for example to address a security threat (these are changes that don't affect your use of the goods).
24. **We can stop providing ongoing maintenance services.** We'll let you know at least 1 month in advance and we refund any sums you've paid in advance for services which won't be provided.
25. **We can end our contract with you.** We can end our contract with you and claim any compensation due to us if:
 - 25.1. you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
 - 25.2. you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the goods and/or services;
 - 25.3. you don't, within a reasonable time, either allow us to deliver the goods to you.

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26. **We don't compensate you for all losses caused by us or the goods and services we have supplied. We're responsible for losses you suffer caused by us breaking the contract unless the loss is:**

- 26.1. **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- 26.2. **Caused by a delaying event outside our reasonable control.** As long as we have taken the steps set out in clause 13.
- 26.3. **Avoidable.** Something you could have avoided by taking reasonable action.
- 26.4. **A business loss.** It relates to your use of the goods and/or services for the purposes of your trade, business, craft or profession.

27. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights including the right to receive goods and services which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987. Subject to the foregoing, we will not be liable for any failure of the goods or services to comply with the contract we have entered into with you or for any damage caused by the goods if the goods are moved away from the location where we originally installed them.

- 27.1. We will take all reasonable care in carrying out the services. However, any making good, redecoration or repair of damage that may be required following our work is your responsibility, unless we have been negligent. We are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 27.2. Where carpet or floor coverings require lifting to enable the provision of the installation services, we will use reasonable endeavours to avoid damage and to refit them adequately. However, you engaging a specialist fitter may be prudent, to affect a fully satisfactory reinstatement.
- 27.3. Unless otherwise agreed in writing, chases to walls, re tiling and making good will not be done. We will not carry out final finishing of skim coat plaster.
- 27.4. We will use reasonable endeavours to leave the area where the installation services are provided clean and tidy but some additional vacuuming and cleaning down of surfaces should be expected when the installation services are completed.
- 27.5. We will not clear and or move items of furniture which are blocking access to the location where the installation services are to be performed. This is your responsibility.
- 27.6. We will use reasonable endeavours to ensure that electrical items are plugged back in where they have been unplugged by us but it is your responsibility to check this and we assume no responsibility for electrical items which are not plugged back in.
- 27.7. We will remove and dispose of rubble, general waste and packaging materials generated as part of the provision of the installation services.

28. **We use your personal data as set out in our privacy notice**

How we use any personal data you give us is set out in our privacy notice

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29. You have several options for resolving disputes with us

- 29.1. **Our complaints policy.** Our customer service team (contactable by phone on 0115 9789700 or by email to hello@trentvc.co.uk) will do their best to resolve any problems you have with us or the goods and services we have supplied as per our complaints policy,
- 29.2. **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Please contact us if you'd like to discuss this option.
- 29.3. **You can go to court.** These terms and conditions are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

30. Other important terms apply to our contract

- 30.1. **We can transfer our contract with you, so that a different organisation is responsible for supplying the goods and/or services.** We'll contact you to let you know if we plan to do this.
- 30.2. **You can only transfer your contract with us to someone else if we agree to this.**
- 30.3. **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 30.4. **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of the clauses of these terms and conditions are unlawful, the rest will continue to apply.
- 30.5. **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

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SCHEDULE 1

MAINTENANCE SERVICES

1. Applicability of this Schedule 1

If the order form identifies that we will supply Maintenance Services, the terms in this Schedule 1 will apply to the contract in addition to the other terms in these Conditions.

2. Definitions. The following definitions apply in this Schedule 1:

2.1 Additional Services: any Excluded Maintenance performed by us under the contract.

2.2 Additional Services Charges: the charges payable in consideration of the provision of any Additional Services as determined by us on a time and materials basis.

2.3 Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

2.4 Business Hours: 08:30 – 17:00 on a Business Day.

2.5 Consumables: non-durable items used in the operation of the Equipment.

2.6 Corrective Maintenance: means our using reasonable endeavours to:

2.6.1 make adjustments to the Equipment; or

2.6.2 replace any parts or components of the Equipment,
in each case, as required to restore the Equipment to Good Working Order.

2.7 Equipment: the equipment itemised on the certificate(s) provided by us in accordance with clause 6.7 above.

2.8 Excluded Causes:

2.8.1 a defect in the manufacturer's design of the Equipment;

2.8.2 faulty materials or workmanship in the manufacture of the Equipment;

2.8.3 the use of the Equipment with equipment or materials not supplied or approved in writing by us or the manufacturer;

2.8.4 any maintenance, alteration, modification or adjustment performed by persons other than us or our employees or agents unless approved in writing by us;

2.8.5 a third party moving the Equipment unless approved in writing by us;

2.8.6 the use of the Equipment in breach of any of the provisions of the agreement under which the Equipment was supplied;

2.8.7 a failure, interruption or surge in the electrical power or its related infrastructure connected to the Equipment;

2.8.8 a failure or malfunctioning of the air conditioning or other environmental controls required for the normal operation of the Equipment, or an error or omission in the correct use of that air conditioning or other environmental controls by you; or

2.8.9 your neglect or misuse of the Equipment.

2.9 Excluded Maintenance: any Maintenance Services required to restore any defect or malfunctioning or failure in the Equipment to Good Working Order where the defect or malfunctioning or failure results from or is caused by any of the Excluded Causes and any other services which do not form part of the Maintenance Services.

2.10 Good Working Order: operating in accordance with the applicable specification of the manufacturer of the Equipment.

2.11 Maintenance Charges: the charges for the Maintenance Services set out in the order form.

2.12 Maintenance Services: Routine Maintenance and Corrective Maintenance.

2.13 Response Time: the applicable response time set out in the order form.

2.14 Routine Maintenance: means the annual inspection of the Equipment as referred to in the order form involving:

2.14.1 testing that the Equipment is functional;

2.14.2 making any adjustments as may be required to ensure the Equipment remains in Good Working Order; and

2.14.3 replacing any Consumables that require replacing.

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- 2.15 **Site:** the location where the Maintenance Services are to be performed as identified in the order form.
- 2.16 **Spare Parts:** all spare components and subassemblies of the Equipment supplied for installation in the Equipment as part of the provision of the Services.
3. **Term and Termination**
- 3.1 We will perform the Maintenance Services with effect from the Commencement Date.
- 3.2 Without affecting any other right or remedy available to it, we may terminate the Maintenance Services with immediate effect by giving written notice to you if we reasonably determine that the Equipment can no longer be maintained in Good Working Order by the provision of Spare Parts or Consumables or the Equipment is damaged beyond economic repair.
- 3.3 Without affecting any other right or remedy available to it, we may terminate the Maintenance Services on giving not less than 1 month's written notice to you.
- 3.4 Without affecting any other right or remedy available to it, you may terminate the Maintenance Services on giving not less than 3 months' written notice to us.
4. **Maintenance Services**
- 4.1 Our representative will attend the Site once per year to perform the Routine Maintenance during Business Hours at such time as may be agreed in advance between us from time to time. If our representative discovers that the Equipment is defective or is malfunctioning or has failed or is not otherwise in Good Working Order during the course of the Routine Maintenance the representative will use all reasonable endeavours to repair it during that visit at the Site. If that is not reasonably practicable (or it is not reasonably practicable to do so during Business Hours) our representative will arrange for a further visit to the Site within Business Hours to attempt to complete the repair.
- 4.2 When you inform us by telephone that the Equipment is defective or is malfunctioning or has failed or is not otherwise in Good Working Order, we will attempt to resolve the issue by advising you over the telephone but if that is not successful, we will use all reasonable endeavours to ensure that one of our representatives will attend the Site during Business Hours within the relevant Response Time to perform Corrective Maintenance. Where it is not reasonably practicable for our representative to complete Corrective Maintenance at the Site on their first visit our representative will arrange for a further visit to the Site within Business Hours to attempt to complete the repair.
- 4.3 As part of providing the Routine Maintenance and Corrective Maintenance, we will supply and fit such Spare Parts and Consumables as required to maintain the Equipment in Good Working Order or to restore the Equipment to Good Working Order. We will charge you for the cost of such Spare Parts and Consumables.
- 4.4 We will discharge our obligations under this Schedule 1 using personnel of the required skill, experience and qualifications and with all due skill, care and diligence including in accordance with good industry practice.
5. **Customer's Obligations**
- 5.1 You will:
- 5.1.1 use the Equipment only in accordance with the instructions and recommendations of the manufacturer of the Equipment or as may be advised in writing from time to time by us;
- 5.1.2 notify us promptly if the Equipment is discovered to be defective or malfunctioning or has failed or is otherwise not in Good Working Order;
- 5.1.3 keep the Equipment in the environmental conditions recommended by the manufacturer of the Equipment or as may be advised in writing from time to time by us;
- 5.1.4 not allow any other person than our representatives to adjust, maintain, repair, replace or remove the Equipment or any part of it, unless otherwise agreed in writing by us;
- 5.1.5 not move the Equipment from the Site without our prior written consent (such consent not to be unreasonably withheld or delayed);

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- 5.1.6 provide us with such information concerning the Equipment, its application, use, location and environment as we may reasonably request to enable it to perform our obligations under the contract;
 - 5.1.7 report that the Equipment is defective or malfunctioning or has failed or is otherwise not in Good Working Order by telephone, or in such manner as we may require from time to time;
 - 5.1.8 take all such steps as may be necessary to ensure the safety of any of our representatives when attending the Site;
 - 5.1.9 ensure that our representatives have:
 - (a) full and free access to the Site and to the Equipment;
 - (b) full and free access to any records of its use kept by you; and
 - (c) adequate and safe working space and facilities,in each case as reasonably required to enable us to perform our obligations under the contract.
- 5.2 If our performance of our obligations under the contract is prevented or delayed by any act or omission of yours, your agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, we will be allowed an extension of time to perform our obligations equal to the delay caused by you.
6. **Excluded Maintenance**
- 6.1 We are not obliged to perform any Excluded Maintenance.
- 6.2 Where we are performing or have performed the Maintenance Services in circumstances where it is established that the Equipment was not in Good Working Order due to any of the Excluded Causes, we may charge, and you will pay, the Additional Services Charges in respect of that work.
- 6.3 If on investigation we reasonably determine that any defect in or malfunctioning of the Equipment is the result of an Excluded Cause, you will pay Additional Services Charges in respect of the time incurred by us in making the investigation and determining the cause of the defect in or malfunctioning of the Equipment.
7. **Charges and Payment**
- 7.1 In consideration of the performance of the Maintenance Services you will pay to us the Maintenance Charges.
- 7.2 In consideration of the performance of any Additional Services you will pay to us the Additional Services Charges. We will invoice you at the end of each month for Additional Services Charges related to Additional Services performed during that month. You will pay each invoice submitted to it by us within 30 days of receipt to a bank account nominated in writing by us from time to time.
- 7.3 You will pay the Maintenance Charges in accordance with the payment plan stated in the order form. If no payment plan is stated, the annual Maintenance Charges will be payable by you on the Commencement Date and on each anniversary thereof to a bank account nominated in writing by us from time to time.
- 7.4 We may increase the Maintenance Charges on an annual basis.