

Our terms for Businesses

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply EV chargers and our installation services to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide EV chargers to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a business customer if you are buying EV chargers from us wholly or mainly for use in connection with your trade, business, craft or profession. These terms and conditions apply only to our contracts with business customers.

1.4 As a business customer this is our entire agreement with you. As a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are. We are Plug me In Limited a company registered in England and Wales. Our company registration number is 13525633 and our registered office is 5th Floor, 1 Marsden Street, Manchester, United Kingdom, M2 1HW. Our registered VAT number is 407648680.

2.2 How to contact us. You can contact us by telephoning our customer service team at 0800 368 9470 or by writing to us at business@plugmein-ev.co.uk.

2.3 How we may contact you. 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.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.



3. Our contract with you

3.1 How we will accept your order. Your order will be finalised when you accept our written quotation in writing, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the EV charger and/or installation. This might be because the EV charger is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the EV charger or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only sell to the UK. Our website is solely for the promotion of EV chargers and services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. EV chargers

4.1 EV chargers may vary slightly from their pictures. The images of the EV chargers on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the EV chargers. Your EV charger may vary slightly from those images.

5. Your rights to make changes. If you wish to make a change to the EV charger you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the EV charger, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

6.1 Minor changes to the EV chargers. We may change the EV charger: (a) to reflect changes in relevant laws and regulatory requirements; and (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the EV charger.

6.2 More significant changes to the EV chargers and these terms. In addition, as we informed you in the description of the EV charger on our website, we may make changes to these terms or the EV charger, but if we do so we will notify you and you may then contact us to end the



contract before the changes take effect and receive a refund for any EV chargers paid for but not received.

7. Providing the EV chargers

7.1 When we will provide the EV chargers. During the order process we will let you know an estimated date when we will install the EV charger at your address.

7.2 We are not responsible for delays outside our control. If our supply of the EV chargers is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any EV chargers you have paid for but not received.

7.3 If you do not allow us access to provide the installation services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 12.2 will apply.

7.4 When you become responsible for the goods. An EV charger will be your responsibility from the time we deliver the EV charger to the address you gave us. It is your responsibility to ensure that the charger is used and maintained only in accordance with the manufacturer's instructions and with any instructions we provide and with all applicable laws and regulations. Any modifications to the charger or installation works (e.g. cabling, switchgear and accessories) are likely to void any applicable manufacturer warranty. Such works should in any case only be carried out by a suitably qualified engineer.

7.5 When you own goods. You own an EV charger once it has been installed and we have received payment in full (including payment by you of any shortfall if any OZEV grant application is rejected).

7.6 What will happen if you do not give required information to us. We will need certain information from you so that we can supply the EV chargers to you, for example, completion of our pre-installation survey. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the EV



chargers late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.7 Reasons we may suspend the supply of EV chargers to you. We may have to suspend the supply of an EV charger to: (a) deal with technical problems or make minor technical changes; (b) update the EV charger to reflect changes in relevant laws and regulatory requirements; (c) make changes to the EV charger as requested by you or notified by us to you (see clause 6).

7.8 Your rights if we suspend the supply of EV chargers. We will contact you in advance to tell you we will be suspending supply of the EV charger, unless the problem is urgent or an emergency. You may contact us to end the contract for an EV charger if we suspend it, or tell you we are going to suspend it, in each case for a period of more than sixty days and we will refund any sums you have paid in advance for the EV charger in respect of the period after you end the contract.

7.9 We may also suspend supply of the EV chargers if you do not pay. If you do not pay us for the EV chargers when you are supposed to and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the EV chargers until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the EV chargers. We will not suspend the EV chargers where you dispute the unpaid invoice. We will not charge you for the EV chargers during the period for which they are suspended.

8. Installation

8.1 Once we receive your full payment, we will ask your Distribution Network Operator (referred to below as “DNO”) to provide the go-ahead for your installation. If they do not do so within four weeks of request, our contract will automatically end and we will make a full refund.

8.2 If and when we get the go-ahead from your DNO, we will contact you to arrange an installation date and time. If you cancel the installation less than 48 hours beforehand or are not present when we arrive, you agree to pay us the cancellation fee stated in our quote. Once the cancellation fee is paid, we will contact you to reschedule.

8.3 You agree to provide appropriate access to our installer(s) as well as a safe and suitable place to work. You must clear any work areas. If we have to move any items, this is at your risk and we are not responsible for any resulting damage. If we have any concerns about the safety or security of our staff, we are entitled to suspend the installation until the concerns have been resolved.



8.4 We are entitled to cancel an installation if, when we attend, we consider that the premises are unsuitable. If so, we will make a full refund unless the unsuitability would have come to our attention if you had correctly complied with the online site survey instructions. In such case we are entitled to deduct a reasonable installation fee from the refund.

8.5 We are not legally responsible for any delay or otherwise if it takes more than one visit to complete an installation or if we need to reschedule the installation for any other reason.

9. Cancellation Fee

9.1 If you cancel the instruction once we have started your OZEV or DNO approval we reserve the right to charge an administration fee of £100.

10. OZEV Grant

10.1 If we think that the OZEV grant potentially applies, we will deduct this from the normal price and will take reasonable steps to apply for the OZEV grant on your behalf following the installation. We will retain the grant payment. It is your responsibility to promptly provide us with all information that we require in connection with this application and to ensure that you comply with the conditions for the grant which are set out on the following official website:

[Grant schemes for electric vehicle charging infrastructure - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

10.2 We are entitled to suspend the installation until you supply us with the information we require. We do not guarantee that you will qualify for the grant even if we tell you that it potentially applies in your case.

10.3 If the application for an OZEV grant is rejected for any reason, you agree to pay us £350 (or alternative grant application amount if applicable) within seven days of us informing you that the payment is due. If you do not pay, then we remain the owner of the charger (see next section) and are entitled to remove or deactivate it and you agree to provide us with reasonable access to your premises to enable us to do so. This does not affect our legal rights if you do not pay on time including to go to court.

11. Your rights to end the contract

11.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer: (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the EV charger repaired or replaced or a service re-performed or to get some or all of your money back), see clause 13 ; (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 11.2; (c) in all other



cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 11.3.

11.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any EV chargers which have not been provided and you may also be entitled to compensation. The reasons are: (a) we have told you about an upcoming change to the EV charger or these terms which you do not agree to (see clause 6.2); (b) we have told you about an error in the price or description of the EV charger you have ordered and you do not wish to proceed; (c) there is a risk that supply of the EV chargers may be significantly delayed because of events outside our control; (d) we have suspended supply of the EV chargers for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than sixty days; or (e) you have a legal right to end the contract because of something we have done wrong.

11.3 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault, you can still end the contract before it is completed, but you may have to pay us compensation. A contract is completed when the EV charger is installed and paid for. If you want to end the contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for EV chargers not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

12. Our rights to end the contract

12.1 We may end the contract if you break it. We may end the contract for a EV charger at any time by writing to you if: (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the EV chargers, for example, full completion of our pre-installation survey; or (c) you do not, within a reasonable time, allow us access to your premises to fit the EV charger.

12.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for EV chargers we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract



12.3 We may withdraw the EV charger. We may write to you to let you know that we are going to stop providing the EV charger. We will let you know at least 14 days in advance of our stopping the supply of the EV charger and will refund any sums you have paid in advance for EV chargers which will not be provided.

13. If there is a problem with the EV charger

13.1 How to tell us about problems. If you have any questions or complaints about the EV charger, please contact us. You can telephone our customer service team at 0800 368 9470 or write to us at charge@plugmein-ev.co.uk or complete the feedback form on our website.

13.2 Your rights in respect of defective EV chargers. The EV chargers that we sell are subject to a 3 year manufacturer's guarantee. Please read the term and conditions of those warranties for details. We also provide a one year warranty on our installation services. Please contact us to let us know of any issues.

13.3 Your obligation to return rejected EV chargers. If you wish to exercise your legal rights to reject EV chargers you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0800 368 9470 or email us at charge@plugmein-ev.co.uk for a return label or to arrange collection.

14. Price and payment

14.1 Where to find the price for the EV charger. The price of the EV charger (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the EV charger advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the EV charger you order.

14.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the EV charger, we will adjust the rate of VAT that you pay, unless you have already paid for the EV charger in full before the change in the rate of VAT takes effect.

14.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the EV chargers we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the EV charger's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the EV charger's correct price at your order date is higher than the price stated to you, we will contact you for your



instructions before we accept your order.

14.4 No right of set-off. As a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. Our responsibility for loss or damage suffered by you as a business

15.1 Nothing in these terms shall limit or exclude our liability for: (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (d) defective EV chargers under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.2 Except to the extent expressly stated in clause 15.1(c) all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.3 Subject to clause 15.1: (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for EV chargers under such contract.

16. How we may use your personal information

16.1 How we will use your personal information. We will only use your personal information as set out in our Privacy Policy.



17. Other important terms

17.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 17.2 in respect of any guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

17.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the EV chargers, we can still require you to make the payment at a later date.

17.6 Which laws apply to this contract and where you may bring legal proceedings if you are a business. As a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with the law of England and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

