

Our terms for Consumers when purchasing an EV charge point

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 consumer if:

- You are an individual.
- You are buying EV charge points from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

These terms and conditions apply only to our contracts with consumers.

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 charge@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. . On occasion, we may deliver an EV charge point to your address in advance of the estimated installation date

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 13.2 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 13.2 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 £40.

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 \(www.gov.uk\)](https://www.gov.uk/grant-schemes-for-electric-vehicle-charging-infrastructure)

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 14.1 ;
- (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) If you are a consumer and have just changed your mind about the EV charge point, see clause 11.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

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 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most EV charge points bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms, at clause 12.

11.4 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 and you are not a consumer who has a right to change their mind (see clause 11.1), 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 charge point 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 charge points 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. Right to Cancel ("Cooling Off")

12.1 The following applies if you have the legal right to cancel this contract (as explained above):

- (a) You have the right to cancel this contract within 14 days without giving any reason.
- (b) The cancellation period will expire after 14 days from the day on which you acquire, physical possession of the goods.
- (c) To exercise the right to cancel, you must inform us in writing at Plug Me In Limited, 5th Floor, 1 Marsden Street, Manchester, M2 1HW or charge@plugmein-ev.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the model cancellation form below, but it is not obligatory.
- (d) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

12.2 Effects of cancellation. If you cancel this contract, we will reimburse to you all payments received from you including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

12.3 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

12.4 We will make the reimbursement without undue delay, and not later than:

- a) 14 days after the day we receive back from you any goods supplied, or
- b) (if earlier) 14 days after the day you provide evidence that you have returned the goods. It is your responsibility to ensure that the charge point is safely de-installed by a person qualified to do so.

12.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

12.6 You shall send back the goods or hand them over to us without undue delay and in any



event not later than 14 days from the day on which you communicate your cancellation of the contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

12.7 You will bear the direct cost of returning the goods.

12.8 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. This means that we are entitled to make a deduction if the charge point is damaged as a result of de-installation.

12.9 If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract in comparison with the full coverage of the contract. This means that we are entitled to deduct a reasonable installation fee if the charge point has been installed.

13. Our rights to end the contract

13.1 We may end the contract if you break it. We may end the contract for a EV charge point 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 charge points, 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 charge point.

13.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 13.1 we will refund any money you have paid in advance for EV charge points 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.

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



14. If there is a problem with the EV charger

14.1 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.

14.2 If you are a consumer we are under a legal duty to supply EV charge points that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the EV charge points. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your EV charge point your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 11.3.

In relation to our services in installing your EV charge point, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time. See also clause 11.2

14.3 The EV charge points that we sell are subject to a manufacturer's guarantee that ranges from 3-5 years, depending on the model. Please read the term and conditions of those warranties for details. We also provide a minimum 1 year warranty on our installation services, depending upon the EV charge point manufacturer. Please contact us to let us know of any issues



14.4 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.

15. Price and payment

15.1 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 15.3 for what happens if we discover an error in the price of the EV charger you order.

15.2 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.

15.3 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.

15.4 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.

15.5 What to do if you have paid an incorrect amount. If we have invoiced you incorrectly under clause 15.4 and you have already made the payment, please contact us as soon as possible at charge@plugmein-ev.co.uk so we can investigate. We will provide you with a refund of any difference that has been applied incorrectly, along with re-issuing the correct invoice. Note that you will need to allow 5-7 business days for this to clear with your bank.



16. Our responsibility for loss or damage suffered by you as a consumer

16.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

16.2 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 in relation to the EV charge points including the right to receive products 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.

16.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, 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.

16.4 We are not liable for business losses. If you are a consumer we only supply the EV charge points for to you for domestic and private use. If you use the EV charge points for any commercial, business or re-sale purpose our liability to you will be limited as set out in our terms and conditions for businesses.

17. How we may use your personal information

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

18. Other important terms

18.1 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.

18.2 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. However, as a consumer you may transfer our guarantee to a person who has acquired the EV charge point or, where the EV charge point is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

18.3 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 18.2 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.

18.4 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.

18.5 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.

18.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the EV charge points in the English courts. If you live in Scotland you can bring legal proceedings in respect of the EV charge points in either the Scottish or the English courts.



Schedule 1 Model Cancellation Form for consumer customers:

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

