

## Connekt Systems Ltd Terms and Conditions

### Installation

Our terms and conditions cover what is included free in your standard install and what happens if we need to quote for extra works.

Sometimes issues arise on the day that mean we can't complete your install on the first visit, but if we know about these in advance, we can often resolve them beforehand.

So for the best experience, if you think there's any reason why we might not be able to complete your install on the day, please let us know.

### What's included

Connekt Systems Ltd standard installation package covers the majority of homes and businesses in the UK and includes the following:

- Fitting of a EV charger on a brick, plaster wall, steel pole or to another suitable permanent structure.
- Up to 45 metres (150 feet) of cable, run and neatly clipped to the wall between the electricity supply meter / distribution board and the EV charger.
- Routing of the cable through a drilled hole in a wall up to 500mm (20 inches) thick, if this is needed.
- The fitting and testing of electrical connections and protections required for the EV Charger.
- An additional three way consumer unit, if required.
- Installation of a Type C MCB and a Type A RCD in an RCBO enclosure.
- Up to 9 metres (30 feet) of plastic conduit to conceal interior wiring.
- An earth rod in soft ground, if required.

### Some conditions and limitations that you need to know

The EV charger must be located in your designated off-street parking area and be fixed at a height where it can't be hit by a vehicle.

We cannot fix the cable higher than 1.8 metres (6 feet) above the ground. If fixing higher than this is unavoidable then the installation may need to be paused. In that case we will quote for any extra work needed.

We cannot, as part of the standard package, trench the cable underground or suspend it above ground. If something like this is required please talk to us so that we can give you a quote in advance. If we find out on the day that we have to cross a garden or a pathway we may need to pause the job and quote for the extra work needed to trench the cable.

When you are using your charger the EV charging lead must remain on your property and must not create a trip hazard for you or anyone else.

We cannot run cable under floorboards or through ducting / ceiling voids / wall voids without a draw cord (to pull the cable through), or if the floorboards have not been lifted. We cannot take responsibility for reinstating flooring or other building materials after the cable has

been laid.

Our experts are not able to work in crawl spaces, on roofs or in lofts if it is deemed unsafe by them.

Our experts are not able to work in extreme weather (eg flooding or intense rain). If it is not safe to carry on, our experts will do as much as they can and we will return at a later date.

If you have purchased a freestanding mount for the EV charger to be fitted on, please be aware that there may be an additional cost for installing this.

### **What happens if we find that your existing wiring doesn't meet regulations**

Connekt Systems Ltd follows BS7671 2008/2015 Amendment 3 Standard Regulations and NICEIC guidelines on Electric Vehicle installations.

If we cannot install in line with these rules, your installation will be paused and we will quote for the work needed to meet the required standards.

If the existing electrical arrangements at the property are not in line with these rules or there is something else that makes it unsafe for us to install, we will quote for the work needed to meet the required standards.

### **What happens if your electrical supply is inadequate**

We can only complete the job if the electrical capacity (ie the main fuse) can support the additional electrical demands of the EV charger. If the capacity is not sufficient, and we cannot de-rate the EV charger, we may have to pause the job until your main fuse is upgraded by your electricity supplier.

### **Timing**

We allocate two hours for standard home installations and twenty four hours for standard commercial installations. If we can't complete on the day(s) because of supply related problems or unexpected extra works then we will reschedule an installation date once the additional works are complete or our quotation for the work has been accepted.

### **Additional works**

If required, your installation project manager or Connekt Systems Ltd expert will detail required works and provide a no obligation quotation for these services. Quotations are valid for a period of 90 days once issued.

If the additional works are minor (less than 2 hours additional works) and can be completed on the day, you will be eligible for a £50 discount if you decide to pay and proceed on the day.

If it is determined that an installation cannot be completed on the day, Connekt Systems Ltd will quote for additional works, and a new installation date will be given once payment has been made. Please allow up to 10 working days for a new installation date.

If your Connekt Systems Ltd expert suspects that the installation will not comply with the OLEV grant requirements (see OLEV terms and conditions below), your installation will be paused. Should you disagree with that assessment, you will be given an opportunity to contest this by providing Connekt Systems Ltd with information to state your case to the government, which we can then pass on to the DVLA/OLEV for pre-approval. Should Connekt Systems Ltd receive approval to proceed, a new installation date will be give; please allow up to 10 working days for a new installation date.

The owner/customer or a responsible adult of the age of 18 years or over needs to be present on site for the entire duration of the install.

### **Warranty**

Connekt Systems Ltd EV chargers are covered by a comprehensive 12 month warranty. Any hardware failure should be promptly reported to us at: [hello@connektsystems.co.uk](mailto:hello@connektsystems.co.uk) Please quote the serial number, the date of installation and a brief description of the fault. The Connekt Systems Ltd technical team will carry out an assessment, and will contact you to get further details and, if necessary, arrange a service visit.

The warranty will be void if the Connekt Systems Ltd unit is opened, modified, tampered with or repair is attempted by anyone other than a Connekt Systems Ltd appointed electrician.

### **Extended Warranty (Termination)**

Extended warranty can be purchased. It covers engineer call outs, accidental damage and full replacement of the charging unit.

Extended warranty will be 24 months minimum term.

The customer shall pay Connekt Systems Ltd the extended warranty in advance at the beginning of each charging period.

Connekt Systems Ltd require 3 month written notice prior to the anniversary of the of the 24 months minimum term to cancel. An additional 12 months minimum term will be added if the relevant written notice is not given.

### **Limitation of liability**

In no event will Connekt Systems Ltd accept any liability for any loss, costs or consequential damage due to the use and/or misuse of our hardware or software products except where this is caused by our negligence.

In no event will Connekt Systems Ltd accept any liability for any loss, costs or consequential damage due to the aborted installation of a EV charger where it is not safe or practical to install.

This includes, but is not limited to, issues related to land ownership or power which can't be assessed prior to install. In these circumstances we will provide a full refund of all money paid to us (Connekt Systems Ltd) in respect of the planned installation, unless you (the customer) withheld any key information from us. Our liability for any

other losses won't exceed the amount we charge you for your install, except for our liability for personal injury or death caused by our negligence and anything else where our liability can't be limited by law.

You (the customer) are liable for any costs incurred due to the supply of false, inaccurate or incomplete information to us (Connekt Systems Ltd) in relation to the OLEV and EST home and business charge grants or any other of the services we offer.

### **Home & Business Charge Grant for Electric Car Charging**

The Office for Low Emission Vehicles (OLEV) provides a grant for EV drivers to have a EV charger installed at their home or workplace. Connekt Systems Ltd will process and manage the application in order to claim the grant for you.

If you have applied the OLEV EVHS grant to your order but do not provide completed documentation to Connekt Systems Ltd, we will pause your installation until you have provided this.

If we have not received your completed documentation within 3 months of the date of payment then we will be permitted to cancel your installation. If we do this then we will be entitled to charge you a £50 administration charge plus any additional costs we have incurred in dealing with your order up to the time it was cancelled. Where we can, we will take this from the payment you have already made for your order, and then give you a refund for any excess amount.

The grant is subject to a number of terms and conditions, a summary of which is provided here.

### **Summary of OLEV terms and conditions**

Residents/Business owners must provide evidence of being the registered keeper or lessee, or be named as the primary user of an eligible EV or plug-in vehicle in order to be able to claim the grant.

Only one claim per vehicle can be made, even if you own more than one home or business. However, a single customer can claim one charging point per vehicle, for up to two vehicles.

A list of qualifying electric vehicles is maintained at: <https://www.gov.uk/gov...>  
The grant is only applicable for residential and private business addresses with designated private off-street parking.

If you are not the property owner and freeholder of the building, signed written permission and a proof of address from the appropriate owner or management company must be obtained prior to installation of the EV charger.

Any area where the installation of an EV charger may affect another property owner, written permission and a proof of address from the appropriate owners must be obtained prior to installation of the EV charger.

If you are the property owner and freeholder of a listed building, Connekt Systems Ltd requires listed consent from the local planning authority before an installation can take place.

Full details of the grant terms and conditions are available here: <https://www.gov.uk/government/...>

Customers who require additional information, or have any queries on the grant process should contact OLEV directly on: [chargepoint.grants@olev.gsi.gov.uk](mailto:chargepoint.grants@olev.gsi.gov.uk)

### **Partner Installers**

We work with a network of 3rd party installers (“Partner Installers”) alongside our own in-house installation team.

In certain circumstances we may instruct a Partner Installer so that they can carry out your installation, for example if your installation is non-standard and extra works are required, or if no installation slots are available with our in-house installers.

If we do this before you have made payment:

- Connekt Systems Ltd will arrange the suitable installer to carry out the relevant work. The cost of your charger, accessories and installation may vary but you can choose not to proceed if you are not happy with the price quoted.
- If you accept the quote, your contract for the installation will be with Connekt Systems Ltd who will arrange with the Partner Installer. Connekt Systems Ltd will arrange an installation date with you.
- The installer will also ask you to complete documentation needed to claim the OLEV EVHS grant on your behalf if you have applied it to your order.
- Connekt Systems Ltd will then invoice you directly for your charger, accessories and installation on completion of the work carried out. In these cases your contract for the installation is still with Connekt Systems Ltd and you’ll get the same product features and warranty.

If we do this after you have placed an order with us:

- The installer will also ask you to complete documentation needed to claim the OLEV EVHS grant on your behalf (if you have applied it to your order).

### **Data Protection**

We shall process all information about you (including all personal data provided by you to us) in accordance with our Privacy Policy. You warrant that you agree to the provisions of our Privacy Policy, including its application to the holding of your credit or debit card details, that we have procured all necessary consents from you to the processing of your personal data in accordance with the provisions of our Privacy Policy and otherwise in accordance with applicable law, and that all data provided by you is true, complete and accurate. Your credit or debit card details shall only be held for the purpose of facilitating any additional service and/or software licence subscription renewals requested by you.

### **Software/Network Licence**

We licence the use of the Software to you. We do not sell the Software to you and we remain the owners of the Software at all times.

In consideration of your payment of the licence fee as detailed in your Sales Order Acknowledgement / Sales Contract, we grant to you a non-exclusive, non-transferable licence to use the Software in the United Kingdom on the terms of this Licence.

### **Restrictions**

Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- not to copy the Software except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
- to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
  - a) is used only for the purpose of achieving inter-operability of the Software with another software program;
  - b) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
  - c) is not used to create any software which is substantially similar to the Software;
- to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;
- to include our copyright notice on all entire and partial copies of the Software in any form;
- not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from us; and
- to comply with all applicable technology control or export laws and regulations.

### **Intellectual property rights**

You acknowledge that all intellectual property rights in the Software throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this Licence.

You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

## **Monetising**

Connekt Systems Ltd will receive 10%-40% of revenue of each charge based on the pre-arranged service cover.

Payment process – Connekt Systems Ltd will process the money and send it back to the host at the end of each quarter.

## **Termination**

We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

Upon termination for any reason:

- all rights granted to you under this Licence shall cease;
- you must cease to use the Products and all activities authorised by this Licence; and
- you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **Leasing Agreement**

In the event that the customer has agreed to acquire the equipment by way of leasing agreement, the customer shall procure that a leasing agreement is concluded on the terms satisfactory to the company and implemented to the satisfaction of the company such that the company is paid in full by the finance company within four weeks of commencement date or such longer period as the company may specify in writing.

The company shall give the customer such reasonable co-operation as the company considers appropriate in order to ensure that a leasing agreement is concluded, and the company is paid.

In the event that a leasing agreement is not concluded and implemented within four weeks of the commencement date the company may, at its sole discretion, require the customer to purchase the equipment.

The decision as to whether the customer will be required to purchase or rent the equipment is to be made by the company and intimated to the customer in writing.

## **Sale**

In the event that the acquisition of the equipment by the customer is to proceed by way of a purchase by the customer from the company (which shall be the case if the purchase arrangement box is completed overleaf):

- Deposit shall be paid by the customer within five working days of the commencement date.
- In the event that the customer has become obliged to purchase the equipment the customer shall within five working days of being required by the company so to do, make payment to the company of a deposit of such amount as the company may determine up to a maximum of 25% of the price.

- The deposit shall be refunded by the company to the customer in the event that the company resiles from the agreement but shall not be refundable by the company to the customer under any other circumstances whatsoever.
- The balance of the price outstanding after the payment of the deposit shall be paid in full on the delivery of the equipment.
- Title of the equipment shall pass from the company to the customer on payment of the price in full and any other sums for the time being due by the customer to the company or any related company, whether under this agreement or any other agreement with the company or the related company. Until title of the equipment has passed to the customer the company shall be entitled at any time and without giving notice to the customer to repossess the equipment and for that purpose to enter the premises where the equipment is located.

### **Other important terms**

We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**If you are a consumer**, please note that these Terms are governed by Scottish law. This means that a Contract for the purchase of Products any dispute or claim arising out of or in connection with it will be governed by Scottish law. You and we both agree that the courts of Scotland will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of England, you may also bring proceedings in England.

**If you are a business**, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland. We both irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).