

Consumer Terms and Conditions for the Installation of EV Chargepoints



WFL (UK) LIMITED'S CONTRACT WITH YOU

Last Updated: February 2024

IMPORTANT: These terms and conditions and Our Privacy Notice found at <https://watsonfuels.co.uk/transition/useful-information/> which is incorporated by reference to this Agreement apply each time You purchase Products or Services from Us.

1. DEFINITIONS

- 1.1. When the following words with capital letters are used in these General Terms, this is what they mean:
 - Address:** your address as set out in the Order.
 - General Terms:** the terms and conditions set out in this document.
 - Product:** the EV chargepoint that We are providing to You as set out in the Order.
 - Order:** your order for the Products and/or Services.
 - Monthly Payment Terms:** the payment terms set out in clause 5.
 - Services:** the standard installation and/or the non-standard installation services to be provided to You as set out in the Order.
 - We/Our/Us:** WFL (UK) Limited (company number 00594001).
 - You/Your:** the person that places an Order.
- 1.2. When We use the words "writing" or "written" in these General Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1. These General Terms, any quotation, additional works quotation and Order shall form the Contract between You and Us for the supply of the Products and the Services.
- 2.2. Please ensure that You read these General Terms carefully before submitting an Order to Us.
- 2.3. Please check that the Order is complete and accurate, before You submit it. The Order and Our Price is based on the information You have provided via Our online order and survey form. If any information changes, You must let Us know immediately as it may impact Our quotation and Our ability to complete the Services.
- 2.4. We will provide You with a quotation verbally or in writing and a quotation is valid only on the same day as it is communicated to You. We may withdraw or change a quotation at any time.
- 2.5. When You place an Order then that is an offer from You and We may choose whether to accept it. If We are unable to supply You with the Products and Services, We will inform You of this and We will not process the Order.
- 2.6. If We accept an Order (verbally or in writing) then a contract has come into place and the General Terms are binding on You and Us.
- 2.7. If any of these General Terms conflict with any term of the Order, the Order will take priority.
- 2.8. You may ask to change an Order at any time before We start the Services. Without guarantee, We will try to accommodate Your requested change. Depending on when You make this request, extra charges may apply as set out in these General Terms.
- 2.9. You may cancel an Order as set out in clause 14.

3. CHANGES TO TERMS

- 3.1. We may revise these General Terms from time to time. Unless otherwise set out, We shall not be required to give You notice of changes to these General Terms, as You have an opportunity to review these General Terms before each Order is placed.

4. PURCHASING OPTIONS

- 4.1. We offer You the option of:
 - 4.1.1. a 12 or a 36-month term agreement where You can pay an agreed monthly fee in line with our Monthly Payment Terms; or
 - 4.1.2. to purchase the Product in one complete payment.
- 4.2. You will notify Us of your choice when you complete the online order and survey form.
- 4.3. You will own the Product once we have received the total payment in full but the risk of loss and damage in the Product shall pass to You when the Product is installed at the agreed address.

5. PRICE AND PAYMENT

- 5.1. The Price of the Products or Services will be the Price notified to You (either verbally or in writing) when We confirm Your Order. If no Price is notified to You at that time, then the Price will be set out in Our invoice.
- 5.2. Our prices include VAT, taxes and delivery costs.
- 5.3. However, if the rate of VAT or tax changes or if a new tax is introduced between the date of the Order and the date of Service Installation then We will adjust the rate of VAT or tax that You pay (unless You have already paid in full before the Product is installed).
- 5.4. Unless otherwise agreed and set out in the Monthly Payment Terms, You must make payment in advance by credit or debit card at the time of Orders.
- 5.5. If You are paying a monthly fee in line with clause 4.1.1. above, the following Monthly Payment Terms will apply:
 - 5.5.1. We will retain sole and complete ownership of the Product until Your final payment is made at which time ownership in the Product will pass to You and the Contract will terminate. Nothing in this Contract implies that any monthly payments made by You to Us during the course of the Contract entitles You to an ownership interest in the Product. You will notify Us if any third party attempts to attach any lien, levy, or other legal process to the Product.
 - 5.5.2. Your payments will be taken monthly by direct debit in line with these General Terms, and the direct debit agreement You sign. The first payment will be taken shortly after the installation of the Product. The second payment will then be taken on Your chosen direct debit date.
 - 5.5.3. An administrative fee of £25 is payable if there are insufficient funds in Your bank account for the direct debit payment to clear.
 - 5.5.4. If You fail to make two Monthly Payments throughout the course of the contract, if the Direct Debit is cancelled and not re-instated within 14 days, or if You do not make payment when requested, We have the right to suspend the Warranty and terminate the Contract with You. All monthly payments for the duration of Your Contract in line with clause 4.1.1 will become due and payable to Us and You will still be required to pay any and all outstanding monthly payments immediately.
 - 5.5.5. We may perform credit searches on You with credit reference agencies in order to verify Your identity, prevent fraud and money laundering, and assist with the management of Your account.
 - 5.5.6. We may use credit-scoring methods to assess this application and may share the results and associated information with other companies in the Watson Fuels group. The credit reference agencies may record details of the check whether or not this application proceeds. The information that We will consider may include credit information and publicly available information including the electoral roll, county court judgments, bankruptcy orders and repossessions, and assets registered in Your name on public registers such as

the Land Registry. We may also consider information relating to individuals with whom You are financially linked.

- 5.6. If You do not make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at the rate of 5% a year above the base lending rate of the Bank of England from time to time or statutory interest (whichever is higher). This interest shall be calculated on a daily basis from the due date until the date of actual payment. You must pay Us interest together with any overdue amount.
- 5.7. If You dispute an invoice in good faith and contact Us to let Us know promptly after You have received an invoice that You dispute it, We will not charge interest in accordance with clause 5.6.
- 5.8. If We take debt recovery action or other legal action in order to recover debt from You then We shall charge the cost(s) of that action to You and add them to the debt that You owe.

6. YOUR OBLIGATIONS

- 6.1. You agree to accurately complete Our online order and survey form in full.
- 6.2. You represent and warrant that You have the legal right to have the Product installed at Your premises and obtain any required planning or building approvals required for the installation. Failure to do so means We will not be able to complete the installation until this is completed. If the Product has already been installed:
 - 6.2.1. You will be liable for all monthly payments (if You pay monthly in line with clause 4.1.1), the costs of the Product and its installation and/or removal; and
 - 6.2.2. You will have to indemnify us for all claims, liabilities, losses, costs and expenses (including any third party claims and legal fees that We may incur arising from or in connection with the installation of the Product).
- 6.3. You agree to promptly provide the information We request and comply with Our reasonable requirements and instructions and make all necessary arrangements as required for the installation of the Product.
- 6.4. You agree to provide us with safe, free and unobstructed access to your premises.
- 6.5. If you fail to comply, we may cancel or delay your installation and charge you a cancellation fee of £170.
- 6.6. You agree to store and use the Product in accordance with the Product's user guide and the warranty.
- 6.7. You agree to comply with all applicable laws and regulations in connection with Your use of the Product and Services.

7. STANDARD INSTALLATION

- 7.1. Standard Installation of the Product can only take place if the criteria in the online order and survey form is met.
- 7.2. If on attending Your premises, additional work to the standard installation is required, We will endeavour to provide You with a new quotation for this additional work whilst at Your premises. If We are unable to provide You with a new quotation whilst We are at Your premises We will endeavour to provide You with a new quotation within 5 working days. To continue with this additional work, You will need to make payment in accordance with the new quotation. If You continue with the additional work and the additional work was not disclosed to Us by You through our online Order and survey form We reserve the right to charge You a re-booking fee of £50. If You do not wish to proceed with the additional work We will terminate this Contract, refund any payments taken and reserve the right to charge You an aborted installation fee of £170 if the additional work was not disclosed to Us by You through our online Order and survey form.
- 7.3. If You want to change the installation date within less than three (3) working days' of the agreed installation date We reserve the right to charge You an aborted installation fee of £170.

8. NON-STANDARD INSTALLATION

- 8.1 If following receipt of Your online order and survey form We deem Your installation to be a non-standard installation, We will contact You to discuss the non-standard installation and a quotation

for the non-standard installation works. To continue with this non-standard installation, You will need to make payment in accordance with the non-standard installation quotation that We will provide to You. If You do not agree to the non-standard installation quotation, We will refund You for any payments taken and terminate this Contract.

- 8.2 If You choose to change the installation date within less than three (3) working days' of the agreed installation date We reserve the right to charge You an aborted installation fee of £170.
- 8.3 We will perform the installation with reasonable skill and care and in a good and workmanlike manner and shall comply with all relevant legislation.

9 INSTALLATION DATE AND OUR REQUIREMENTS FOR INSTALLATION

- 9.1 Once We have provided You with the date for installation You will need to ensure you comply with Our instructions and confirm any requirements that We send to You including, but not limited to the following:
 - 9.1.1 Details of any parking restrictions or limitations.
 - 9.1.2 Clear and safe access to Your electricity meter, gas meter, where the Product is to be located and where all cables will be located.
 - 9.1.3 The person responsible for placing the Order, or a responsible adult with authority will be present during the installation.
 - 9.1.4 On the installation date We will carry out the following checks:
 - 9.1.4.1 A visual inspection of the grid supply point and home electrics to ensure Your home has sufficient capacity for the Product and it can be safely installed. A monitor will be fitted to the incoming power cable to ensure the Product does not overload Your main consumer unit (fuse board).
 - 9.1.4.2 Test Your earth bonding arrangements for the gas and water. We cannot continue the install if the earth bonding is insufficient. In this instance, We may partially complete the job including cabling and the installation of the Product. Once the earth bonding has been sufficiently upgraded, We can return to the address to complete the installation.
 - 9.1.4.3 Check the mobile phone signal to ensure there is a reliable 4G signal. We cannot be made responsible if the location of the Product and the mobile phone network prevents smart features being used.
 - 9.1.4.4 We will ensure that the Product complies with all relevant regulations and standards current at the time and that the installation meets the latest health and safety regulations and industry standards as set out in the IET Code of Practice for Electric Vehicle Charging Equipment Installation. If we are unable to install in line with these rules, then the installation will be stopped and We will discuss what steps are required to allow the installation to proceed.
 - 9.1.4.5 During the installation the engineer will be using tools and materials that may present a risk to individuals in the home. Please ensure that all pets and children are kept away from the installation area during the day.
 - 9.1.4.6 There will be times during the installation where noise and dust may be a risk. To minimise the impact We recommend shutting doors and windows around where work is being completed.
 - 9.1.4.7 We may have to switch Your power off during the installation, this will also affect Your Wi-Fi.
 - 9.1.4.8 In the event of adverse weather conditions, such as intense rain, the installation will have to be stopped and We will re-book the installation.
- 9.2 We reserve the right to charge a cancellation charge of £170 if Our engineers attend on the installation date and is not allowed entry or access to the property for whatever reason or is unable to perform the Services because You have not followed the instructions or correctly confirmed the above requirements or any requests for information from Us.

10 WHAT HAPPENS AFTER THE INSTALLATION

- 10.1 We will provide You with the Product user guide, warranty details, Electrical Installation Certificate and explain how to use the Product and the charger smart phone app.
- 10.2 If, for some reason, the Product becomes unavailable after You have placed Your Order, we reserve the right to provide a replacement Product of equivalent quality. However, You shall have the right to cancel Your Order and request a full refund of any payments You have made to Us.

11 WARRANTY

- 11.1 Subject to clause 11.3 Your Product comes with a three (3) year manufacturer's warranty and a one (1) year warranty on the Services commencing from the installation date.
- 11.2 After We have completed the installation of Your Product, You will be responsible for maintaining it to ensure that it continues to operate in good working order.
- 11.3 Please be aware that the warranty may not apply if We consider that:
 - 11.3.1 You have not used the Product in accordance with the Product user guide or any oral or written instructions provided by Us regarding the storage, installation, commissioning, use or maintenance of the Product;
 - 11.3.2 The installation area has been exposed to environmental conditions unsuitable for its use;
 - 11.3.3 Someone not expressly authorised by Us has changed, maintained, added to or tampered with the existing installation;
 - 11.3.4 You have moved the Product from one location to another without Our knowledge and involvement;
 - 11.3.5 There has been general wear and tear, abnormal user conditions that could lead to wear and tear such as excessive charging, theft, vandalism, accidental or malicious damage, misuse of any kind, negligence, improper use, acts of God, bad weather or damage or interruption to Your electricity supply;
 - 11.3.6 You continue to use the Product after having notified Us that the installation is defective.
- 11.4 We will attempt to resolve Your questions over the telephone or if necessary, We will send an engineer to your premises at an agreed date. We reserve the right to charge You extra costs for warranty related visits if there is a late cancellation, aborted repair or a fault which is excluded by the warranty.
- 11.5 If the fault has arisen for any reason for which the warranty does not apply, You will be responsible for the costs of any removal and repair. We reserve the right to suspend the Warranty until You have carried out such repairs.

12 INDEMNITY

- 12.1 You shall indemnify Us and any of Our contractors, servants, employees and agents against any claim, loss of damage (including direct and consequential losses), injury, fine or penalty suffered as a result of any act, omission or breach of these General Terms including the use of the Product that is not in accordance with the Product's user guide or any interference, opening up, tampering or modification of the Product or any omissions of details relevant to the Product.

13 OUR LIABILITY TO YOU

- 13.1 If We do not comply with these General Terms, We will pay You the loss or damage that You suffer only if it could have been reasonably expected at the time that the Order was confirmed by Us. Except as set out in clause 13.5, Our total liability to you shall not be more than the total price of Your Order.
- 13.2 If We damage Your property then We will either make good that damage or pay the reasonable costs of repairing the damage. We are not responsible for the cost of repairing any pre-existing faults or damage to Your property. Except as set out in clause 13.5, Our total liability to you shall not be more than the total price of Your Order.
- 13.3 We only supply the Products and Services for domestic and private use. You agree not to use the Products and Services for any commercial, business or re-sale purpose.

- 13.4 We have no liability to You for:
- 13.4.1.1 any indirect loss, consequential loss, economic or financial loss, loss of profit, revenue, goodwill, contractor wasted expenses, loss of business, business interruption, or loss of business opportunity;
 - 13.4.1.2 any loss or damage that was not or could not have been reasonably expected or foreseen even if we, our employees, subcontractors or agents did not follow these General Terms;
 - 13.4.1.3 any loss suffered as a result of the act or omission of a third party;
 - 13.4.1.4 any loss that arises due to Your act, omission, negligence or default.
 - 13.4.1.5 any loss to You or any third party for any third party's use or misuse of the Product, whether or not authorised by You.
- 13.5 We do not exclude or limit Our liability for:
- 13.5.1 death or personal injury caused by Our negligence;
 - 13.5.2 fraud or fraudulent misrepresentation;
 - 13.5.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 13.5.4 defective products or materials under the Consumer Protection Act 1987; or
 - 13.5.5 anything else for which the law does not allow Us to exclude or attempt to exclude Our liability.

14 EVENTS OUTSIDE OF OUR REASONABLE CONTROL

- 14.1 We will not be liable or responsible for any loss, failure or delay that is caused by an event or circumstances outside of Our reasonable control (Force Majeure event). This can include, but is not limited to:
- 14.1.1 Any unforeseeable event that prevents or delays Our performance of the Contract including but not limited to acts of God, strikes, lock outs, accidents, war, epidemic or pandemic, fire, breakdown of plant or machinery or shortage or unavailability of raw materials or components;
 - 14.1.2 Health and safety risks or loss of electricity supply identified by Our engineers during the installation of the Product; and
 - 14.1.3 Incomplete or outside tolerance of the main service earth identified by Our engineers during the testing and installation.
- 14.2 If We cannot perform Our obligations under these General Terms due to an event outside of Our reasonable control:
- (a) We will contact You as soon as reasonably possible; and
 - (b) Our obligations under these General Terms will be suspended for as long as the event continues. We will arrange a new Product delivery date or Service performance date with You after the event is over; and
 - (c) Either party may cancel the contract by giving written notice to the other party if the event outside of its reasonable control continues for longer than 60 days.

15 YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 15.1 You may cancel an Order within a "cooling off period" of 14 days from the date You placed Your Order or any time up to the agreed installation date by sending an email to Us at energytransition@watsonfuels.co.uk. We will refund Your payment in full unless We have already carried out installation of the Product.
- 15.2 If You ask Us to install the Product before the end of the cooling off period and then cancel Your Contract, the monthly payments for the duration of Your Contract in line with clause 4.1.1 will become due and payable to Us and You will still be required to pay any and all outstanding monthly payments as set out in clause 5.
- 15.3 If You wish to cancel Your Contract after the "cooling off period" and the Product has been installed, the monthly payments for the duration of Your Contract in line with clause 4.1.1 will become due and payable to Us and You will still be required to pay any and all outstanding monthly payments as set out in clause 5.
- 15.4 If You cancel the contract after the Product has been installed We will not refund any payments.

16 OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 16.1 We may have to cancel an Order or reschedule an installation if We are unable to carry out the installation due to safety reasons, inadequate or inaccurate information from You or if there is additional work required at additional costs to be agreed by You.
- 16.2 We will contact You as soon as We reasonably can if this happens. In this situation We may refund You for Products or Services that You have paid for but We have not installed, less any costs.
- 16.3 We may terminate an Order or the Contract at any time with immediate effect by giving You written notice if:
- (a) You do not pay Us when You are supposed to as set out in clause 5; or
 - (b) You do not provide Us with clear and safe access to the agreed address; or
 - (c) You break the Contract in any other material way and You do not correct or fix the situation within 14 days of Us asking You to do so in writing.
- 16.4 This does not affect Our right to charge You interest under clause 5.6.

17 MOVING HOUSE OR CHANGING CAR

- 17.1 If You are moving to a new location or changing car, You may either contact Us to provide a quotation for this or request a cancellation of Your contract. If You are on a monthly payment plan, You will still be required to pay the outstanding balance on your Contract.
- 17.2 If You decide to move the Product without our knowledge, the warranty may become null and void as set out in clause 11.

18 INFORMATION ABOUT US AND HOW TO CONTACT US

- 18.1 We are a company registered in England and Wales. Our company registration number is 00594001. Our registered office is at The Broadgate Tower, Third Floor, 20 Primrose Street, London, EC2A 2RS. Our registered VAT number is GB 835 9721 95.
- 18.2 If You have any questions or complaints or You would like to get in touch with Us, please contact Our customer service team between 09:00 and 17:00 on Mondays to Fridays:
telephone: 0330 236 8383
e-mail: energytransition@watsonfuels.co.uk
- 18.3 If You would like to raise a complaint, please email Our customer service team energytransition@watsonfuels.co.uk

19 OTHER IMPORTANT TERMS

- 19.1 We may transfer Our rights and obligations under these General Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these General Terms.
- 19.3 You may only transfer Your rights or Your obligations under these General Terms to another person if We agree in writing.
- 19.4 This contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 19.5 Each of the paragraphs of these General 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.
- 19.6 If We fail to insist that You perform any of Your obligations under these General 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.

19.7 These General Terms are governed by English law. You and We both agree to submit to the nonexclusive jurisdiction of the English courts. However, if You are a resident of Scotland, You may also bring proceedings in Scotland.

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