

Schedule 3 - Terms and Conditions

Electric Vehicle Chargers

1. Agreement

1.1 If you hire an electric vehicle charger then this Schedule 3 will apply

1.2 Capitalised terms used in this Schedule are defined in paragraph 15.

1.3 You agree that we may change this Schedule at any time. You will be notified 28 days in advance by email or post before we make any material changes. However if changes are required to comply with law, we may make them immediately.

1.4 We partner with several Manufacturers to provide you with your chosen Charger.

2. Chargers

2.1 An electric charger includes all equipment provided by us to be used only to charge an electric vehicle hired from us, as agreed in the Booking Form.

2.2 We will: a) supply and Install a Charger at the Property; and b) activate your Charger.

2.3 Each Charger has a different commissioning process that will require us to share information with third parties. This is detailed in our privacy policy set out at [Privacy Policy | Useful Information \(northgatevehiclehire.co.uk\)](#) and only relates to information essential to the completion of your Charger Installation. Please also see any privacy notice in the Charger manual.

2.4 Once your Charger is active, you'll be able to charge your electric vehicle. If you have a Smart Charger, you will be able to access and create an account for the Smart Charger app. You can access the Smart Features (which may vary depending on the Smart Charger) using the app. If you allow your vehicle charging to be managed by the Smart Features, those features may, for example, shift charging to off-peak to minimise the charging costs. Please see paragraph 7.2 for information about the Manufacturer's use of Charger data once the Charger is active.

3. Early Termination Charge

If you off-hire the Charger before the Return Date (or if you have chosen to have the Charger Installed prior to the delivery of the Vehicle) the following Charger Hire Fees will apply:

(a) If the Rental Period is less than 12 months you will remain liable for Rental Charges for the entire 12 month period at the 1 year 12month+ rate;

(b) If the Rental Period is more than 12 months you will be liable for Rental Charges up to the Return Date calculated by reference to the difference in price between the Rental Charges you have paid, and the pricing band of the rental charge as set out in your Booking Form or Pricing Schedule i.e. if you contract for 24 months and off hire after 18 months you will be required to pay the difference between the 24

month price band and the 12 month price band for the 18 months' of hire.

4. Installation

4.1 We (or our subcontractors) will contact you to arrange the Installation. You agree to allow our Installers to access to the Property to carry out a Survey (if required) and the Installation.

4.2 Where an Installation requires a Distribution Network Operator to undertake work to facilitate an Installation, you will be responsible for co-ordinating that work, ensuring it is completed prior to the Installation and all costs associated with the same. We'll provide you with a quotation in advance of the work and you'll be under no obligation to proceed.

4.3 If you cancel your Booking after the site survey you will be liable for any costs which we have incurred to date.

4.4 Whether we carry out the Installation is subject to the findings of a Survey, whether desktop or site. At our discretion, we may cancel any Installation date we have given you and/or terminate the agreement based on the findings of the Survey. We'll let you know if this is the case and we won't be held liable to you in any way if we don't carry out an Installation for these reasons.

4.5 INTENTIONALLY NOT USED.

4.6 You must have a suitable space at the Property for us to Install the Charger. We must be able to access the electricity meter or main fuse board to install power sensing and control hardware used to instruct the Charger.

4.7 If your Installation satisfies the following criteria, it will be considered a "Standard Installation": a) the Install location is less than 15m from your incoming electricity supply (electric meter); b) there is a suitable dual pole isolator fitted at the electric meter or there is a suitable non-RCD protected spare way on a modern consumer unit (fusebox); c) the cables from the Charger can be surface mounted and clipped directly to a suitable surface, i.e. not over any non-permeable material or temporary structures; d) there are no ground works required; e) the Property has an earthing arrangement complying with current regulations; and f) the Charger will be fixed to the Property and able to utilise the Property's earthing arrangement.

4.8 'Standard Installations' usually take between 1 and 3 hours, although in some situations they can take longer than this.

4.9 Installations which aren't 'Standard Installations' may take longer than 3 hours and you may have to pay for the additional work and time to complete your Installation due to the characteristics of the Property. We'll provide you with a quotation for the work in advance and you'll be under no obligation to proceed.

4.10 If we aren't able to complete an Installation in a single appointment, we'll make an additional appointment to complete the work. You won't be charged additional fees for this additional appointment.

4.11 If you can't make an appointment, please contact us at least 48 hours before its scheduled time. If you fail to keep an appointment on more than two occasions, we may charge an additional fee.

4.12 We aren't responsible for any losses you incur due to delays to your Installation, however caused. We won't pay any compensation if we can't complete an Installation during a scheduled appointment. Likewise, if we are unable to attend an appointment or Installation date and have to reschedule, no matter how short notice, we aren't liable for any costs incurred.

4.13 Our Installers will take reasonable care to carry out the Installation without causing unnecessary damage. We'll fix any unnecessary damage to your Property that is directly caused by our negligence.

4.14 We shall ensure that the Installation services are provided with reasonable care and skill and to a reasonable standard.

4.15 We shall ensure that our Installers comply with any and all relevant codes of practice.

4.16 We won't start or continue the Installation if we believe there is a health and safety risk to our Installers, and we won't return to complete the Installation until that risk is resolved.

4.17 Following completion of the Installation you have a period of 1 day within which to inspect the completed work and to notify us of any defects. The Installer will correct those defects at no additional cost to you.

4.18 If we are unable to complete the Installation for any reason that is outside of our control, you may still be liable for reasonable costs we incur.

5. INTENTIONALLY NOT USED.

6. Use of the Charger

6.1 Once we have carried out the Installation and your account is paid in full, you will become the hirer of the Charger. You are responsible for it being used in accordance with these terms and conditions, including, but not limited to: a) following the Manufacturer's instructions and any other oral or written instructions we give you; b) not misusing, neglecting, tampering with or damaging the Charger (including by disassembling it); c) not attempting to, and not allowing any third party to carry out any repairs, replacement, modifications or alterations on the Charger in any way; d) ensuring the space surrounding the Charger is suitable and safe for use, as instructed by us or our Installers.

6.2 INTENTIONALLY NOT USED.

6.3 In the event of any defects arising in the Charger, which are caused by faulty design, manufacture or Installation, we'll use reasonable efforts to rectify those, either through repair or replacement at our discretion, provided you have complied with your obligations under this Schedule 3 and the defect is not caused by circumstances outside of our reasonable control. This does not affect any mandatory rights or remedies you have under consumer law.

6.4 If you have any problems with the Charger you should contact your account manager (we will provide you with those details). You will need the following information: the serial number, the date of Installation and a brief description of the fault. We will arrange for our support team to get in touch with you to diagnose the problem and arrange a support visit if necessary.

7. Software and Data

7.1 The Charger Manufacturers own and will continue to own the associated software, firmware and all intellectual property rights associated with the software and firmware.

7.2 As we mentioned in paragraph 2.2 above, we will share the details you provided at sign up with the relevant Manufacturer to complete installation of your Charger. Depending on the Charger you have chosen, the Manufacturer may contact you to invite you to use their platform or app to manage your charging, and if you choose to proceed you will need to agree to their terms and conditions and to review their privacy notices applicable to that use. Please note that, in general terms, Chargers will automatically share data that is essential to their operation with the Manufacturers. The software controls the Charger by sending and receiving instructions about when to charge your vehicle battery. It receives information such as when you plug in and unplug your vehicle, details of your chosen charging schedule and how long your Vehicle takes to charge.

7.4 From time to time, the Charger Manufacturer may update the software and/or firmware running on your Charger. These updates may be to ensure your Charger functions correctly; fix any issues that may arise; improve the way your Charger works; add/remove data points that are reported by the device; add/remove further functionality; or for other reasons. Please see the Manufacturer's terms and conditions for further detail.

7.5 In addition to the Manufacturer's software we may offer additional software to manage your charging. If you install any additional software offered to you by us then you must agree to their terms of use and review their privacy policy. You must act

8. INTENTIONALLY NOT USED.

9. Removal or re-positioning of your Charger

9.1 During the Hire Period, if you would like the Charger re-positioned, please contact your account manager and we may be able to provide you with a quotation for the work, which will be subject to these terms. We will relocate the Charge Berry (defined in 9.2 below) free of charge but if the face plate also needs to be relocated there may be additional charges. Please note that relocating the faceplate can cause brick and/or plaster damage. We will take reasonable steps to minimise the damage but unfortunately we cannot guarantee that no brick or plaster damage will be visible following the re-positioning work.

9.2 At Off-hire, we will remove the operational part of the Charger (the "Charge Berry") at no cost to yourself. If you request that the entire unit is removed there may be

additional costs. Please note that the damage to brick and/or plaster damage set out in paragraph 9.1 also applies when we remove the whole unit. Please also note 4.11 and 4.12.

10. Moving out of the Property

If you are moving out of the Property, please contact us if you'd like to take your Charger with you. We may be able to provide you with a quotation for removing your Charger and reinstalling at your new property. Please note that a third party removal or move of a Charger will invalidate any existing warranty.

11. Agreement termination

11.1 We may terminate this Schedule 3 with immediate effect if you breach any of your obligations under this Schedule 3.

11.2 Your rights to cancel this Schedule 3 and the optional cancellation form are set out in paragraph 16.

12. Our Liability

12.1 We won't be responsible for any costs, loss or damage you suffer as a result of events outside our reasonable control. Matters outside our reasonable control include: severe weather conditions; epidemics; civil disorder; terrorist activity; hacking, tampering or other unauthorised access or use of the Charger or its software/firmware; war; acts or omissions of electricity network operators, and government action; c) any costs, loss or damage you suffer as a result of not using the Charger in line with our instructions and the agreement; d) any loss or damage to the property (including the Property and electric vehicle) as a result of the Installation or use of the Charger and its associated software and app; e) any costs, loss or damage you suffer as a result of your broadband internet connection being insufficient in quality, capacity or speed to support the Smart Charger offer and/or your use of the Smart Charger results in you exceeding the permitted data limit on your broadband; or f) for any loss or damage you suffer caused by us, our Installer or agents to the extent such loss or damage results from any breach by you of the agreement.

12.2 We aren't liable, whether caused by breach of contract, negligence, breach of statutory duty or otherwise, for any; a) loss or damage that we couldn't reasonably have expected would result from breach of the agreement at the time you entered into it; b) any loss of business or profit; c) any indirect or consequential losses which you or anyone else suffers.

12.3 Nothing in the agreement will affect our liability to you for death or personal injury as a result of our negligence, fraud or fraudulent misrepresentation.

12.4 Notwithstanding any limits of liability set out in the Agreement, our maximum aggregate liability (including for negligence and breach of statutory duty) in relation to this Schedule 3 is limited to £10,000 for each unconnected event that we're directly responsible for, or £10,000 in total for any connected series of events that we are directly responsible for, and which has caused you loss or damage.

13. Complaints procedure

13.1 You can submit a complaint in writing or over the phone by writing to us at Northgate Vehicle Hire Limited, Northgate Centre, Lingfield Way, Darlington, County Durham, DL1 4P.

13.2 We'll aim to respond to your complaint within three working days of receipt. We aim where possible, to resolve your complaint in full, within 30 days. Any offers, goodwill or services offered to the customer during complaint resolutions will be honoured by all parties within 30 days of offer.

14. Your Liability

14.1 Upon Installation you are responsible for the Charger Hire Fees and any Charger Damage.

14.2 We will collect the Charge Berry from the Charger upon completion of the Rental Period. If we are unable to collect the Charge Berry within 14 days you will be charged a failed collection charge as set out in the Pricing Schedule.

14.3 You agree that our installers have the right to go onto a property to remove the Charge Berry as set out in clause 10.3 of the Terms.

15. Definitions

15.1 In the agreement the following terms will have the following meanings:

"Charger" means an electric vehicle charge point (including any ancillary equipment), which may or may not be a Smart Charger;

"Charger Damage" means any and all damage to a Charger (excluding a mechanical fault or failure which is not caused, or contributed to by you) including but not limited to any damage identified when we uninstall the Charger;

"Charger Hire Fees" means the hire charges for the Rental Period calculated in accordance with the Booking Form and any other charges set out in this Schedule 3;

"Installer" means one of our (or a subcontractor's) electricians who is qualified to carry out the Survey and Installation of the Charger. Our Installers will carry an identity card;

"Installation" means the installation of the Charger as set out in paragraphs 4.1-4.14 and "Install" and "Installed" have corresponding meanings;

"Manufacturer" means the manufacturer of the Charger and/or its licensors;

"Property" means the property or premises at which the Charger will be Installed;

"Smart Charger" means the 7kW electric vehicle home charge point (including any ancillary equipment) which is capable of connecting to the internet;

"Smart Features" means the internet connected features of the Smart Charger and the associated app, which depend on your Smart Charger but may include: a) the ability to state when you want your car ready by, so the Smart Charger can work out when to start charging it to optimise your energy

use for your chosen optimisation parameters; b) access to live and historical charging data and insights; and c) the ability to pause charging in response to an instruction from National Grid or a network operator to maintain stability of the electricity network;

“Standard Installation” has the meaning given to it in paragraph 4.7;

“Survey” means the evaluation of suitability of the Property for Installation of the Charger by one of our Installers through a visit to the Property; and

“Working Day” means any day other than a Saturday, a Sunday or a bank holiday in England, Scotland or Wales. All other references to a day refer to a calendar day.

PARAGRAPH 16 ONLY APPLIES IF YOU ARE A SOLE TRADER OR A PARTNERSHIP WITH THREE PARTNERS OR LESS. FOR LIMITED COMPANIES THE CANCELLATION RIGHTS ARE SET OUT IN CLAUSE 24 OF THE TERMS.

16. Cancellation Rights

16.1 You have the right to cancel the agreement within 14 days without giving any reason.

16.2 The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Charger. To exercise the right to cancel, you must inform us, Northgate Vehicle Hire Limited, Northgate Centre, Lingfield Way, Darlington, County Durham, DL1 4P, telephone 0333 0430 001, email address customer.services@northgate.co.uk of your decision to cancel the agreement by a clear statement (e.g. a letter sent by post or email). You may use the model cancellation form below, but it is not obligatory. 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.

Effects of cancellation

If you cancel the agreement, we will reimburse to you all payments received from you). We may make a deduction from the reimbursement for loss in value of any Charger supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than: a) 14 days after the day we receive back from you any Charger supplied (or the day we collect the Charger), or b) (if earlier) 14 days after the day you provide evidence that you have returned the Charger ***.

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 the reimbursement until we have received the Charger back.

You will have to bear the direct costs of returning the Charger, or of us collecting the Charger.

You are only liable for any diminished value of the Charger resulting from the handling of the Charger which is more than is necessary for you to establish the nature, characteristics and functioning of the Charger.

*** IMPORTANT

The Charger must be disconnected by a qualified electrician, competent to remove it. IF YOU ARE NOT QUALIFIED AND COMPETENT, YOU MUST NOT ATTEMPT THIS YOURSELF AND WE RESERVE THE RIGHT TO SEEK REINBURSEMENT ON DEMAND FOR ANY LOSS AND/OR DAMAGE TO THE EQUIPMENT SUPPLIED ARISING FROM THE DISCONNECTION BY ANYONE OTHER THAN US. We will collect all charger Charge Berry(s) at the end of hire.

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the agreement) To Northgate Vehicle Hire Limited, Northgate Centre, Lingfield Way, Darlington, County Durham, DL1 4P, telephone 0333 0430 001, email address customer.services@northgate.co.uk: 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