

Terms & Conditions of Sale of the EDF Energy Go-Electric (Eo Mini Pro) Electric Vehicle Charge Point



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Part A: Definitions

1.0 In this Contract the following terms shall bear the following meanings unless expressly specified to the contrary or where the context otherwise requires:

'Additional Costs' means costs to the Customer that may be determined at the time of the installation following identification of a Non-Standard Installation, as presented to the Customer in writing for agreement;

'Ancillary Components' means components, other than the Equipment, that may be required to enable the full functioning of the Charge Point, including but not limited to cables and switch gear;

'Application(s)' means a mobile phone and/or tablet device based software application for the remote control and management of the Equipment by the Customer;

'Cancel' means where the Customer decides that they do not want to proceed with this Contract and exercises their statutory right as consumer to cancel this Contract without any charges during the Cooling-Off Period;

'Cancellation Notice' means a written notice that the Customer serves on EDF Energy to inform EDF Energy that they wish to exercise their right to Cancel this Contract;

'Charge Point' means the electric vehicle charging point as specified in the Price Confirmation that is installed by EDF Energy at the Site as part of the Installation Services;

'Complete' or 'Completion' means the successful completion of the Services and Commissioning of the Equipment, as determined by EDF Energy;

'Completion Date' means the date on which the Services have been Completed as evidenced by the Customer's signature on EDF Energy's nominated document(s);

'Commission' and **'Commissioning'** means the setting into operation of the Equipment and carrying out such tests as are required to validate the safe and effective operation and/or functionality of the Equipment;

'Consents' means any and all consents, permissions and approvals that are required to enable EDF Energy to perform and Complete the Services at the Site, which may include but are not limited to: landlord consent (if applicable), local authority and planning consent (if applicable),

bill payer consent and/or any other third party consents as are required in the particular circumstances;

'Consumption' means the electricity consumed by the Customer by the charging of an electric vehicle through the Charge Point;

'Contract' means the contract between EDF Energy and the Customer for the Services incorporating these terms and conditions, the Price Confirmation and any other documents agreed between the Parties (if any);

'Contractor' means any independent contractor(s) appointed by EDF Energy for the purposes of carrying out the Services under this Contract;

'Cooling-off Period' means the time period of 14 days from delivery of the Equipment within which the Customer has the right to Cancel this Contract pursuant to the terms of this Contract;

'Costs' means the breakdown of the cost of completing the Services as set out in the Price Confirmation;

'Customer' means the customer who has entered into this Contract for the Services, whose details are set out within the Price Confirmation;

'EDF Energy' means EDF Energy Customers Ltd (Registered office: 90 Whitfield Street, London W1T 4EZ; company registration number: 02228297; VAT no: 523 0412 02);

'Equipment' means one or more of the following: (i) Charge Point; (ii) Ancillary Components; and/or (iii) any other items as specified by EDF Energy;

'Government Subsidy' means any government subsidy which may be available to the Customer, subject to fulfilling the particular eligibility criteria of that subsidy, which has the effect of reducing the Price payable by the Customer directly if all the eligibility criteria of such subsidy are satisfied. For the purposes of this Contract the term Government Subsidy shall include the OLEV Subsidy;

'Guarantee' means the guarantee as to the quality and longevity in relation to the installation of the Equipment and Ancillary Components which has been provided by EDF Energy pursuant to Part C Paragraph 3.0.

'Installation Location' means the specific location(s) on the Site where the Equipment shall be installed;

'Manufacturer' means the relevant manufacturer of the Equipment (or parts thereof) as specified in the Price Confirmation;

'Manufacturer's Warranty' means the warranty as to the quality and longevity in relation to the Equipment which has been provided by the Manufacturer;

'Necessary Works' means any matters, repairs, actions or preparation identified by EDF Energy in advance of delivery of the Services which require action or completion on the part of the Customer to enable EDF Energy to provide the Services;

'Non-Standard Installation' means any installation that is not a Standard Installation, and which shall be as determined and advised by EDF Energy to the Customer;

'OLEV Subsidy' means the government subsidy available to customers having charge point installation services performed, which enables EDF Energy as an accredited charge point installer to claim a subsidy to the Price on behalf of the Customer. The terms of the OLEV Subsidy are subject to change by the government from time to time;

'Personal Data' means any information that relates to an identified or identifiable natural person;

'Price' means the total price payable by the Customer for the Services, as detailed in the Price Confirmation before placing an Order. For clarity, the Price may not include Additional Costs;

'Price Confirmation' means the commercial terms of this Contract, including the details of the Site; the Price, discounts and any Government Subsidies, and may include any Additional Costs agreed by the Parties;

'Services' means the supply and installation of the Equipment and any other ancillary goods and services by EDF Energy pursuant to this Contract; and which for the avoidance of doubt, shall exclude incidental, maintenance or ongoing support services;

'Site' means the address at which the Services are to be performed, as identified in the Price Confirmation;

'Standard Installation' means an installation that can be carried out at the Site without any additional site preparation works, man hours or additional equipment to install the Equipment and shall include, but not be limited, to the following:

- a. fitting of the Equipment on to an internal or external, existing brick or plaster wall, or to another suitably robust permanent structure at the Site;
- b. up to 10 metres of cable, neatly clipped to the wall(s) or run in suitable trunking fixed to the wall between the main electricity distribution board and the Equipment;
- c. fitting and testing of electrical connections and protections required;
- d. an additional individual consumer unit, if required;

e. installation of a Type C MCB or a Type A RCD/RCBO in an enclosure;

f. an earth rod in soft ground, if required;

'Survey' means the desk top questionnaire completed by the Customer to provide certain information relating to the Site, the electrical supply and other relevant facilities of the Site to enable EDF Energy to assess the suitability of the Site for the Services;

'User Manual' means the operating instructions provided by the Manufacturer of the Equipment;

2.0 In this Contract unless the context otherwise requires:

- a. words importing any gender include every gender;
- b. words importing the singular number include the plural number and vice versa;
- c. words importing persons include firms, companies and corporations and vice versa;
- d. references to numbered clauses are references to the relevant clause in this Contract;
- e. any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- f. the headings to the clauses, of this Contract will not affect the interpretation;
- g. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- h. where the word "including" is used in this Contract, it will be understood as meaning "including without limitation".

Part B: Customer Rights and Obligations

1.0 Pre-Installation

- 1.1** The Customer agrees and acknowledges that it is the responsibility of the Customer to apply for all Consent(s) required to enable EDF Energy to carry out the Services at the Site.
- 1.2** The Customer confirms that by agreeing to the terms of this Contract, it is accepting all risk and liability relating to any failure to obtain any relevant Consent required giving effect to the provision of the Services by EDF Energy.
- 1.3** The Customer acknowledges and agrees that it is the responsibility of the Customer to pay all fees and expenses associated with obtaining the Consent(s), and to satisfy any conditions that may be attached to the Consent(s).
- 1.4** EDF Energy accepts no responsibility for any costs, expenses, claims, damage or other losses arising directly or indirectly out of or in connection with the Services having been carried out at the Site where genuine, valid and/or adequate Consents were not obtained by the Customer and shall be fully indemnified by the Customer in the event that EDF Energy suffers a claim or loss arising from the action of any third party as a result.

- 1.5** The Customer agrees and acknowledges that it is the responsibility of the Customer to check that the Charge Point is compatible with the electric vehicle(s) that the Customer intends to charge using the Equipment.
- 1.6** The Customer warrants that any and all information in respect of their requirements for the Services and the Site which they have provided to EDF Energy in the Survey and/or directly to EDF Energy or its Contractor(s) is true, accurate and up to date.
- 1.7** The Customer acknowledges that the Survey will be relied upon to determine the suitability of the Services and/or the Equipment for use at the Site by the Customer; to identify the necessary Installation Location and/or determine the health and safety considerations for providing the Services.
- 1.8** The Customer acknowledges and agrees that the Survey is not a comprehensive survey of the Site and therefore the Customer accepts that once the Services have commenced, further issues may come to the attention of EDF Energy and/or its Contractors that either prevent the Completion of the Services or require an alteration to the Price, by way of Additional Costs, in order to ensure the Completion of the Services.
- 1.9** The Customer shall ensure that the Site is safe and free from any obstructions or hazards prior to the performance of the Services. The Customer shall provide EDF Energy with all information which the Customer knows, or ought to know, which is relevant to the Services and shall notify EDF Energy of any safety risks or hazards that are present on or around the Site prior to commencement of the Services. so as to enable EDF Energy to take any action EDF Energy deems appropriate to suitably mitigate the risk.
- 1.10** The Customer acknowledges and agrees that any Necessary Works identified by EDF Energy must be carried out before any Services can commence. If the Customer requires EDF Energy to complete the Necessary Works on its behalf, the Customer must notify EDF Energy in writing, and all such work will be charged by EDF Energy to the Customer at the current rates used by EDF Energy for such work and materials in addition to the Price and will be presented to the Customer for agreement in writing.
- 1.11** The Customer shall observe and comply with all instructions from EDF Energy in respect of the Services and usage of the Equipment as may be communicated to the Customer from time to time.
- 1.12** The Customer acknowledges that in order to remotely control and manage their Equipment and to take up other services, offers and discounts that may be offered by EDF Energy the Customer may be required to download and install an Application to their smart phone and/or a tablet device, The Application is provided by a third party on behalf of EDF Energy and its use is subject to the third party's terms and conditions that the Customer will need to agree to in order to use the Application.
- 2.0 Performance of the Services**
- 2.1** The Customer acknowledges and agrees that for EDF Energy to be able to commence and Complete the Services the Customer must:
- a. allow EDF Energy and its Contractors access to the Site to perform the Services;
 - b. co-operate with EDF Energy and its Contractors and provide such assistance as EDF Energy reasonably requires to perform the Services;
 - c. provide to EDF Energy such information and documentation as EDF Energy reasonably requires and to update EDF Energy when any of the Customer's information (including Personal Data) changes; and
 - d. make available to EDF Energy and its Contractors such power supplies, facilities, working space and access to the Installation Location, at no cost and as EDF Energy reasonably requires from time to time.
- 2.2** The Customer (or a person authorised to act on behalf of the Customer, as notified to EDF Energy in writing) must be present at the Site at the time the Services are carried out. Once the Commissioning has been completed, the Customer will be required to confirm its satisfaction with the Services by providing a signature on EDF Energy's nominated document(s).
- 3.0 Price & Payment**
- 3.1** By accepting the terms of this Contract, the Customer is agreeing to pay the Price and comply with all terms upon which the Price for the Services has been quoted.
- 3.2** The Customer acknowledges that the Price quoted shall reflect:
- a. the particular factors affecting the Services being performed at the Site;
 - b. whether the Services are categorised by EDF Energy as a Standard Installation or Non-Standard Installation;
 - c. any applicable reduction provided by means of a Government Subsidy;
 - d. any other relevant factors given the Customer's particular circumstances, and as such, may differ from any standard or generic charges previously advertised by EDF Energy; and
 - e. the information provided to EDF Energy in the Survey and/or orally during the process of purchasing and installing the Equipment.
- 3.3** EDF Energy reserves the right to amend the Price and/or the Survey once the Services have commenced and any changes to the Price will be presented to the Customer for agreement.
- 3.4** For the avoidance of doubt, the Customer may reject any changes to the Price and may Cancel the Services in which case Part B: Paragraph 5.5 shall apply.
- 3.5** The Customer must make full payment of the Price to EDF Energy before Services can commence.

Payment of any Additional Costs, as may be agreed by EDF Energy and the Customer following commencement of the Services, must be paid within 30 days of receipt by the Customer of the invoice which shall be sent by EDF Energy following Completion.

3.6 If payment of any sum due under this Contract is not received by any due date specified in the relevant invoice, EDF Energy will be entitled to charge interest on the outstanding amount at the rate of 4% per annum above HSBC Bank Plc Base Rate, accruing daily.

4.0 Post-Installation

4.1 The Customer agrees that post Completion:

- a. it will be responsible for any damage to or interference with the Equipment or its associated installation, whether caused through the incorrect operation of the Equipment or otherwise; and
- b. it will be responsible for ensuring that it uses the Equipment in accordance with the User Manual and/or Manufacturer's instructions and that any required maintenance checks are carried out throughout the warranty period of the Equipment.

4.2 The Customer acknowledges that where it has elected to take electricity supply from EDF Energy it may qualify for additional commercial offers as detailed on EDF Energy's website. These additional offers will be subject to separate terms and conditions.

5.0 Cancellation

5.1 The Customer may cancel this Contract by sending a Cancellation Notice to EDF Energy at the specified address:

- 5.1.1** before any Equipment is delivered;
- 5.1.2** within the Cooling-off Period;
- 5.1.3** at least 48 hours before the installation of the Equipment is scheduled to commence.

5.2 Within 14 days of EDF Energy receiving the Cancellation Notice, the Customer shall, at its cost, return the Equipment to EDF Energy in its original packaging and in a saleable condition.

5.3 For the avoidance of doubt, the acceptance of the returned Equipment shall be at the sole discretion of EDF Energy. Where EDF Energy reasonably considers that the Equipment does not meet the requirements in paragraph 5.2 above, EDF Energy may deduct money up to the value of the Equipment from any refund due to the Customer.

5.4 Subject to paragraph 5.3 above, EDF Energy will refund to the Customer all monies paid within 14 days of EDF Energy receiving the later of the Cancellation Notice or the returned Equipment.

5.5 The Customer may Cancel this Contract after the commencement of the installation of the Equipment and/or after the Cooling-Off Period but EDF Energy will be entitled to retain sums equal to the reasonable costs and expenses incurred by EDF Energy in carrying out its obligations under this Contract up until the point a Cancellation Notice was received and any consequential costs of removing the Equipment from the Site.

5.6 With the exception of circumstances beyond the reasonable control of the Customer, the Customer shall provide EDF Energy with a minimum of 48 hours' notice for cancellation of any appointments made in connection with this Contract. Failure to provide such notice may incur a fee of £100 for each occurrence.

6.0 Customer's Liability

6.1 If EDF Energy is unable to complete performance of its obligations under this Contract due to any act or omission by the Customer, the Customer shall pay EDF Energy's reasonable costs and expenses incurred in seeking to carry out the Services.

6.2 The Customer shall indemnify and hold harmless EDF Energy from and against any and all costs, losses and/or damages (of whatever nature and howsoever arising) incurred by EDF Energy as a result of:

- a. any misleading or incorrect information which the Customer supplies to EDF Energy which EDF Energy then relies on to its detriment in performing the Services; and
- b. arising from any failure to obtain all relevant Consents.

6.3 The Customer shall be liable for any faults in the Equipment which arise due to the Customer's failure to maintain the Equipment in accordance with the User Manual and/or Manufacturer's instructions or any failure to comply with the instructions of EDF Energy, its Contractors and/or Equipment Manufacturer in respect of use of the Equipment or any failure to observe this Contract.

Part C: EDF Energy Rights and Obligations

1.0 Pre-Installation

- 1.1** EDF Energy has no obligation to commence, continue or complete the Services unless:
- a. the Customer has agreed to the terms of this Contract,
 - b. the Customer has obtained all relevant Consents;
 - c. the Customer has completed any Necessary Works (if appropriate);
 - d. should it have any reasonable concerns as to the suitability or safety associated with the installation of the Equipment on the Site.
- 1.2** After submission of the Survey, EDF Energy shall either:
- a. confirm that the provision of the Services shall be considered as a Standard Installation and confirm the Price payable by the Customer.
 - b. indicate that the Services would be a Non-Standard Installation which requires additional works, man hours and/or further Ancillary Equipment and confirm the Price payable by the Customer.
 - c. inform the Customer that it will be necessary for them to carry out Necessary Works in advance of the Services being carried out at the Site; or
 - d. inform the Customer that due to safety or

suitability reasons the Services will not be available to the Customer at that Site.

1.3 EDF Energy shall perform the Services with all reasonable skill, care and diligence and in accordance with sound professional standards and techniques to the level generally followed by recognised professionals performing services of a similar nature.

2.0 Performance of the Services

2.1 EDF Energy shall arrange with the Customer a date on which the Services will be carried out at the Site.

2.2 The Parties agree that time will not be of the essence with respect to the provision and Completion of the Services by EDF Energy (including, but not limited to, any services that are preparatory, ancillary, or subsequent to the provision and Completion of the Services).

2.3 EDF Energy reserves the right to terminate this Contract if the Installation Location is found unsuitable at the time of delivering the Services, even where such issues were not identified at the time of the Survey. In this instance, the Customer will be given the option to either;

- a. complete the Necessary Works at their own cost and convenience (if applicable);
- b. request that EDF Energy carry out the Necessary Works and the Customer will pay the Price which may be adjusted by EDF Energy to reflect the cost and expense incurred for the additional man hours, materials and/or any alteration to the specification of any of the Equipment or Ancillary Equipment that is reasonably required; or
- c. Cancel this Contract whereupon they will be offered a refund of any monies already paid in respect of the Price.

3.0 Post-Installation

3.1 On completion of the installation EDF Energy will Commission the Equipment and assess whether it operates in accordance with the Manufacturer's instructions and shall provide instructions to the Customer regarding the safe operation of the Equipment.

3.2 Once the Commissioning has been completed, the Customer shall sign EDF Energy's nominated acceptance document(s) to confirm that Completion has taken place.

3.3 If the Equipment cannot be successfully Commissioned then EDF Energy will undertake such alterations or modifications to the Services as are reasonably necessary to repeat and successful complete the Commissioning.

3.4 The Customer will be provided with the Manufacturer's Warranty documents for the Charge Point on Completion of the Services.

3.5 In the event of a change of ownership of the Site where the Customer moves to another property EDF Energy has no obligation to the Customer to transfer, remove or reinstall the Equipment.

4.0 Delivery, Title and Risk

4.1 The title in the Equipment will not pass to the Customer until the Services have been Completed to the acceptance of both EDF Energy and the Customer and EDF Energy has received full payment of the Price and all other sums that are due from the Customer to EDF Energy.

4.2 Until such time as title to the Equipment passes from EDF Energy, the Customer shall upon request return possession of the Equipment to EDF Energy and allow EDF Energy access to remove the Equipment. EDF Energy may enter the Site in order to repossess the Equipment.

4.3 Except during the performance of the Services, the Equipment shall be kept by the Customer at their sole risk, from the point of Delivery to the Site.

5.0 Installation Guarantee

5.1 EDF Energy provides workmanship and ancillary components with a full parts and labour guarantee for 36 months from the point of installation on the Site ("Guarantee Period").

5.2 EDF Energy warrants that, during the Guarantee Period, the workmanship and ancillary components shall materially comply with the description set out in the Price Confirmation and be free from material defects in design, materials and workmanship (the "Installation Guarantee").

5.3 The Customer shall give notice to EDF Energy within two (2) working days of discovering that the workmanship and/or ancillary components do not comply with the Installation Guarantee (a "Fault"). If a Fault is notified to EDF Energy during the Guarantee Period, EDF Energy shall at its sole option and cost repair or replace any ancillary components or make good any workmanship, subject to paragraph 3.4 below, which shall be the Customer's sole remedy in respect of the Fault.

5.4 EDF Energy shall not be liable for the workmanship or any ancillary components' failure to comply with the Installation Guarantee in any of the following events:

5.4.1 the Fault arises as a result of the Customer's failure to comply with any instructions for storage and use supplied to the Customer by EDF Energy, including instructions as to Site and electricity supply requirements; and/or

5.4.2 the ancillary components have been used for an unauthorised purpose; and/or

5.4.3 the ancillary components have been altered, serviced, maintained, dismantled or otherwise interfered with by any person other than EDF Energy or its Contractors or authorised representatives; and/or

5.4.4 the Customer makes any further use of the Equipment and/or ancillary components after giving notice to EDF Energy of the Fault; and/or

5.4.5 the Fault arises as a result of wilful damage, negligence, abnormal storage or working conditions, installation other than in accordance with any installation instructions supplied to the Customer by EDF Energy, or other improper installation where such installation has not been

undertaken by EDF Energy.

- 5.5** EDF Energy may instruct the Customer to refrain from using the Equipment and/or ancillary components to prevent further damage or for reasons of health and safety which the Customer shall comply with.
- 5.6** Where the Fault has arisen as a result of any defect in the Equipment the terms of the Manufacturer's Warranty shall apply.
- 5.7** EDF Energy does not make any guarantees beyond those provided in this Contract, and the Customer acknowledges that the performance of the Charge Point is dependent on a variety of factors not within EDF Energy's control.
- 6.0** **Manufacturer's Warranty**
- 6.1** The Equipment is provided with the Manufacturer's Warranty for a period of 36 months (3 years) from the point of installation at the Site.
The terms of the Manufacturer's Warranty are available to view at the following website: <http://www.eocharging.com/edfenergy> and are available from EDF Energy, and / or the Manufacturer on request.
- 6.2** EDF Energy carries no liability under the terms of the Manufacturer's Warranty.
- 7.0** **Termination**
- 7.1** EDF Energy may terminate this Contract:
- 7.1.1** at any point by providing the Customer with a minimum seven (7) days' notice in writing;
- 7.1.2** if the Customer fails to carry out any Necessary Works or any of the obligations in Part B of this Contract in accordance with EDF Energy's requirements;
- 7.1.3** if at any time EDF Energy has cause to believe that to continue with the Services would cause harm to the Customer or any personnel or agents of EDF Energy or its Contractor(s) by reason of health and safety risk.
- 7.2** If this Contract is terminated by EDF Energy due to the reasons set out in Part C: paragraph 7.1 above, then the Customer will pay for all Services carried out up to the date of termination and all sums due for payment after the date of termination which arise from commitments entered by EDF Energy for the performance of the Services prior to the date of termination.
- 8.0** **EDF Energy's Liability**
- 8.1** Subject to paragraphs 8.2 and 8.3 below and except in the case of death or personal injury caused by EDF Energy's negligence, EDF Energy's liability under or in connection with this Contract, whether arising in contract, negligence, breach of statutory duty or otherwise, will not exceed an aggregate maximum sum of £10,000 in respect of all incidents giving rise to a loss for which EDF Energy may be liable under this Contract.
- 8.2** EDF Energy will not be liable to the Customer, or any third party, in contract, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever

incurred or suffered by the Customer or any third party as a result of:

- a. radiated emissions from any electric vehicle owned or used by the Customer or any third party;
 - b. using the Equipment for any purposes other than the intended purposes of charging an electric vehicle or failing to use the Equipment in accordance with the User Manual, Manufacturer's instructions and/or the advice of EDF Energy and/or its Contractor(s);
 - c. the Customer's failure to have the Equipment serviced in accordance with the User Manual or as is otherwise reasonably required;
 - d. using the Equipment to charge any electric vehicle that has been subject to any third party modification, maintenance and/or service upgrades that makes the vehicle incompatible with the Equipment;
 - e. the Customer's refusal to allow EDF Energy to carry out any reasonably required maintenance and/or repairs on the Equipment; or
- 8.3** EDF Energy will not be liable to the Customer, or any third party, for any economic loss, loss of revenue, loss of profits, loss of business, loss of goodwill or any indirect or consequential loss.

Part D: General Obligations

1.0 Government Subsidies

- 1.1** The Customer agrees and accepts that if it wishes EDF Energy to apply for any Government Subsidy on its behalf, EDF Energy will do so using the process prescribed by the government for any particular Government Subsidy and the Customer will be required to accept any terms of such Government Subsidy.
- 1.2** The Customer accepts that the provision of the Government Subsidy is out of EDF Energy's control and is entirely subject to the continuance of the applicable scheme by the government at the time the Customer seeks to apply and satisfaction by the Customer of all the qualification criteria set by the government.
- 1.3** In respect of the OLEV Subsidy, EDF Energy shall claim the subsidy on behalf of the Customer, who has expressed intent to apply for it on the Price Confirmation.
- 1.4** As EDF Energy must make the claim on behalf of the Customer it is necessary for EDF Energy to:
- a. retain all documentation relating to the Services;
 - b. ensure there is no duplication of the Services (i.e. the same Charge Point is not claimed for twice); and
 - c. ensure that the Charge Point installed meets the technical specification and has been passed through the accreditation process.

2.0 Data Protection

- 2.1** In agreeing to the terms of this Contract the Customer is providing consent for EDF Energy to process any Personal Data that it obtains from the Customer and the Equipment and shall be entitled

to share such Personal Data with its employees, agents, its group companies and/or Contractors for the purposes of:

- a. identifying the Customer during any communication between EDF Energy and the Customer;
- b. assisting in the administration of accounts, services or products provided by EDF Energy or its group companies to the Customer throughout this Contract and following termination;
- c. calculating the Customer's electricity Consumption including calculating the cost of charging the electric vehicle and advising the Customer of the most appropriate tariff available; and
- d. detecting fraud or loss, carrying out a credit check against the Customer with any one or more licensed credit reference agencies to assist EDF Energy in making credit decisions about the Customer and for debt collecting and fraud prevention; and
- e. providing supplementary goods, services, discounts and / or rebates that may be provided and specified by EDF Energy and/or its group companies.

2.2 In processing Personal Data, EDF Energy shall comply with the provisions of the Data Protection Act 2018 (as may be amended from time to time) and/or any similar and/or related successor legislation or regulation including (without limitation) any which may arise from REGULATION (EU) 2016/679 applicable to the jurisdiction of England and Wales.

3.0 Force Majeure

3.1 Neither Party will have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances will promptly notify the other Party when such circumstances cause a delay or failure in performance and when they cease to do so.

3.2 If any circumstance having the effect set out in paragraph 3.1 continues for a continuous period of more than 30 days, either Party may terminate this Contract by written notice to the other Party with immediate effect.

4.0 Amendments

The Parties agree that the terms of this Contract may only be amended in writing and signed by each Party.

5.0 Assignment

EDF Energy may assign, delegate, sub-contract, charge or otherwise transfer any or all of its rights and obligations under this Contract without the prior written agreement of the Customer. The Customer may not assign, delegate, sub-contract, charge or otherwise transfer any or all of its rights and obligations under this Contract without the

prior written agreement of EDF Energy.

6.0 Entire Agreement

This Contract contains the whole agreement between the Parties in respect of the Services and the Equipment and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to its subject matter. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract.

7.0 Waiver

No failure or delay by EDF Energy in exercising any right, power or privilege under this Contract will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by law.

8.0 Severance

If any provision of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract and will not in any way affect any other circumstances of or the validity or enforcement of this Contract.

9.0 Notices

- 9.1** Any notice to be given under this Contract will be in writing and will be sent by second class mail to the address of the other Party as set out in the Price Confirmation.
- 9.2** Notices sent as above will be deemed to have been received three (3) working days after the day of posting.
- 9.3** In proving the giving of a notice it will be sufficient to prove that the notice was left at the relevant address or that the envelope containing the notice was properly addressed and posted.

10.0 Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

11.0 Governing Law

The validity, construction and performance of this Contract and all matters, claims and disputes (whether contractual or non-contractual) arising from it will be governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.