

1. Agreement

1.1 These terms and conditions, together with the quotation, form the agreement between you and us. 'You' are the person who has signed up for the installation of a charger via our website or directly or have been referred to us by a partner. 'We' are Loop Electric Limited. We are registered in England & Wales with company number 9909002 Our registered office is at:

Platf9rm
Floor 5 & 6
Tower Point
44 North Road
Brighton
BN1 1YR

1.2 You agree that we may change the agreement at any time. You will be notified 7 days in advance by email or post before we make any material changes. However if changes are required to comply with law or to reflect changes to the Government grant funding, we may make them immediately.

2. Chargers

2.1 If you accept our quotation and comply with the agreement we will: a) supply and Install a charger at your Property; and b) activate your charger.

2.2 Each charger has a different commissioning process that will require us to share information with third parties. This only relates to information essential to the completion of your charger installation. Please also see any privacy notice in the charger manual, and the Government's personal information charter which applies to data processing for grant funding purposes.

3. Ordering, installation & payment

3.1 When you order a charger through our website you will receive a link to provide us with information for the survey which will include uploading a number of photos to our software.

3.2 If we cannot ascertain from your site survey whether the installation can take place we will arrange for a site survey prior to the install and give you an accurate quote. We charge £70 for a site survey.

3.3 Our standard installation will take up to 4 hours.

A Standard installation requires:

- i. A secure wall in a safe location for the charger to be installed and a position that is minimum 600mm from the floor but typically between 1m and 1.2 m high.
- ii. We allow for 15 metres of cabling between your meter and the charger for a standard install.
- iii. There is a suitable dual pole isolator fitted at your electric meter to isolate the electrical supply and there is space to install a separate unit containing surge protection and circuit protection for the charger

iv. 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.

v. There are no ground works required.

vi. The property has an earthing arrangement complying with current regulations and the charger will be fixed to the property and able to utilise the property's earthing arrangement.

vii. We allow for drilling through one wall (up to 60cm deep).

3.4 If the remote survey or site survey reveal that it will not be a standard installation we will quote on top of our standard installation price.

3.5 Once the job is accepted we will invoice for the total amount which will need to be paid prior to the installation being scheduled.

3.6 Once we have received full payment we will confirm an installation date which will be with 21 days of the payment date. (If there are any delays to the install dates we shall notify the customer prior to the payment being made).

3.7 If we aren't able to complete an installation in a single appointment, we'll make an additional appointment to complete the work. Subject to any fees we've told you about, you won't be charged additional fees for this additional appointment.

3.8 If you can't make an appointment, please contact us at least 48 hours before its scheduled time. Failure to notify us within 48 hours of the installation time may result in a cancellation charge. If you fail to keep an appointment on more than two occasions, we may charge an additional fee.

3.9 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.

3.10 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.

3.11 We shall ensure that our installers comply with any and all relevant codes of practice.

3.12 Following completion of the installation you have a period of 48 hours to inspect the completed work and to notify us of any defects. We will correct those defects at no additional cost to you.

4. EV Chargepoint Grants

Please check the latest requirements needed to qualify for an OZEV Grant for flat owner-occupiers and people living in rented properties

5. Using the Charger

5.1 Once we have carried out the installation and your account is paid in full, you will become the owner of the charger. You are responsible for it being used in accordance with these terms and conditions, including, but not limited to:

- i. following the manufacturer's instructions and any other oral or written instructions we give you.
- ii. not misusing, neglecting, tampering with or damaging the charger (including by disassembling it)
- iii. not attempting to, and not allowing any third party to carry out any repairs, replacement, modifications or alterations on the charger in any way.
- iv. ensuring the space surrounding the charger is suitable and safe for use, as instructed by us or our installers.

5.2 Some of the units we stock are available as both an untethered and tethered unit. At sign up (when you use the onboarding app), we'll ask you which connection type you require (either untethered, or tethered cable). You are responsible for selecting the correct connection type for your electric vehicle; we cannot be held responsible if you select and allow us to go on to source and Install the incorrect connection type for your current or any future vehicles.

5.3 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 these terms and conditions 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.

5.4 If you have any problems with the charger you should alert us as soon as possible at support@looplelectric.co.uk quoting the serial number, the date of installation and a brief description of the fault and our support team will get in touch with you to diagnose the problem and arrange a support visit if necessary.

6. Software and data

6.1 The charger manufacturers own and will continue to own the associated software, firmware and all intellectual property rights associated with the software and firmware.

6.2 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 will contact you to invite you to use their

platform or app to manage your charging, and 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 car 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.

8. Your warranty

8.1 Your charger is covered by a three-year manufacturer's warranty. See the user manual provided with your charger for further details. Please contact support@loopelectric.co.uk to make a warranty claim.

9. Removal or re-positioning of your charger

9.1 If you would like the charger removed or re-positioned, please contact support@loopelectric.co.uk and we may be able to provide you with a quotation for the removal work, which will be subject to these terms. Please note that removal or re-positioning 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 our removal or re-positioning work.

10. Moving out of your property

10.1 If you are moving out of your 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 the agreement with immediate effect if you breach any of your obligations under the agreement.

11.2 Your rights to cancel the agreement and the optional cancellation form are set out in clause 16.

12. Our liability

12.1 We won't be responsible for: a) any failure of the charger to function correctly, including the smart features for a smart charger; b) 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 your property (including your 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.

13. Complaints procedure

13.1 You can submit a complaint by email at support@loopelectric.co.uk or over the phone.

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. Other conditions

14.1 We can transfer any of our rights or obligations under the agreement without your permission. However, you must not transfer your rights or obligations under the agreement to anyone without our permission, but you can transfer ownership of the charger and its warranty to someone else without our permission; you (and the other person) will need make a request the manufacturer to commission the charger app to another person (that is to another email address). There may be data or other charges for the other person after the transfer and/or after the warranty expires; you and they must check with the manufacturer to clarify the position.

14.2 If we need to give you a notice for any reason in connection with the agreement, we may deliver it by hand or use the postal address and/or email address you have given us most recently.

14.8 The agreement is governed by the laws of England and Wales.

16. Cancellation rights

16.1 You have the right to cancel the agreement within 7 days without giving any reason.

Effects of cancellation

If you cancel the agreement, we will reimburse to you all payments received from you, no later than 7 days from the cancellation date.

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.