

Terms of Service: Egg Charging Subscription

Phoenix Renewables Limited trading as Egg – Egg Charging Subscription Terms and Conditions for Electric Charging Services

Please read the following important terms and conditions before you purchase any services from us

1 INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are.

We are Phoenix Renewables Limited t/a Egg a company registered in England and Wales. Our company registration number is 07477370 and our registered office is at Griffin House, 161 Hammersmith Road, London, W6 8BS. Our registered VAT number is GB109695779. Professional liability insurances. Name: QBE Europe SA/NV. Address: 30 Fenchurch Street, London, EC3M 3BD, United Kingdom. Telephone no: +44 (0)20 7105 4000. Territorial scope: United Kingdom.

How to contact us.

Details on how to contact us can be found at www.crackingenergy.com/contact-us. We may record calls for quality and training purposes.

How we may contact you.

If we have to contact you we will do so by telephone, SMS or by writing to you at the email address you provided to us in your order. If you would like us to contact you by alternative means, please let us know before you submit your order.

2 THESE TERMS

2.1 What these terms cover. These are the terms and conditions on which we supply the EV charging subscription services, the installation services, access to the web application and the EV charging equipment (“services”) to you as part of our Egg Charging Subscription offer.

2.2 Why you should read these terms. It is important that you read and understand these terms and conditions before you submit your order to us and start using your electric vehicle charge-station. These terms tell you who we are, how we will provide the services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2.3 Changes to these terms. We may vary or update these terms from time to time but will provide you with at least 30 days’ notice before we make any changes which are likely to be of material detriment to you (in our reasonable opinion), for example, by displaying a prominent notice on our website or sending you an email. This gives you the opportunity to

review the changes before they become effective. If we make any changes which are likely to be of material detriment to you (in our reasonable opinion) and you do not wish to accept the changes, you may cancel your contract with us as described below in clause 9 (Cancellation). You may not cancel your contract with us if the changes we make are not likely to be of material detriment to you (in our reasonable opinion). If you do not cancel your contract with us after we notify you of the proposed changes, your continued use of the electric vehicle charging-station will constitute your acceptance of the updated terms.

3 MAKING AN ORDER AND CONTRACT FORMATION

3.1 Placing your order for the services. Our website pages will guide you through the steps you need to take to place an order for the services with us. For example, you can click on the "Subscribe" button to begin the order process and fill out the necessary details. To finalise your order, you will need to complete the direct debit mandate form and accept these terms and conditions of sale. Payments by direct debit will be taken in accordance with our payment terms as set out in paragraph 8 below.

3.2 Assessment and eligibility. We will need certain information from you in order for us to carry out an assessment as to your eligibility to receive the services. We will require you to complete certain eligibility questions on the order pages and our Pre-Installation Checks so we can carry out this assessment. We will provide you with a link to the Pre-Installation Checks once you have completed the booking stages referred to above. You will need to complete the Pre-Installation Checks by no later than 3 days after you have completed the booking stages referred to above. You agree that any information that you submit to us for the purposes of our assessment and your eligibility to purchase our services, is true, accurate and complete. As a minimum, we will require the following to be met by you for you to be eligible to receive the services from us:

3.2.1 the charge-station must be located in your designated off-street parking area;

3.2.2 in accordance with industry guidance, the height of the outlet should be between 0.5 metres and 1.5 metres;

3.2.3 for you to provide us with easy and safe access to your property from the public highway and use of other facilities within your property (such as water, electricity supply, adequate storage space (if required)) free of charge as reasonably required by us;

3.2.4 for you to obtain and maintain all necessary licences, permissions and consents required for us to carry out the services and such consents to be obtained before the date on which the services are to start; and

3.2.5 for you to prepare your property in the manner we tell you during order process.

3.3 Custom installation. Even if you meet the eligibility criteria set out in paragraph 3 above, following our assessment we may determine that you require a custom installation due to the complexity of your installation. Where we determine that you require a custom installation we will inform of you this, together with the charge payable for the custom

installation services, as part of the order process. The charge for the custom installation services will be payable by you as set out in paragraph 8 below.

3.4 Correcting input errors. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process. Prior to submitting the order, you are required to verify the accuracy of the information provided and make the necessary corrections.

3.5 Acknowledging receipt of your order. After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted.

3.6 How we will accept your order. Our acceptance of your order will take place after you have completed, the eligibility questions, the Pre-Installation Checks and when we email and/or SMS you to accept your order, at which point a contract between you and us will come into existence. Once your order has been accepted, we shall send you an email and/or SMS you with details of arrangements for installation.

3.7 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the services. This might be because you do not meet the eligibility requirements we explained to you during the order process or from our assessment of your completed Pre-Installation Checks, because of unexpected limits on our resources which we could not reasonably plan for, because you do not provide us with the information we require within the timescales we requested, because we are unable to perform the services on the date you have specified or because it would be unsafe for us to perform the services at your premises.

4 WHEN WE WILL PROVIDE THE SERVICES

4.1.1 In respect of the installation services, we will begin the services on the date agreed with you during the order process or (if that date is not available) any later date that you and we agree. The estimated completion date for the services is as told to you during the order process or as otherwise agreed between us.

4.1.2 In respect of the access to the web application. We will provide you with a link to the web application on completion of the installation services so you can start using the smart features of your EV charging station.

4.1.3 In respect of the EV charging subscription services, we will supply these services, to you once we confirm that your EV charging station has been successfully installed by us and this shall continue until you or we end the contract as described in clause 9 (Cancellation).

4.2 We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. For example, we try to make the web application available at all times, but, of course, due to the inherent nature of online and internet-based services to fulfil part of the service, we cannot guarantee this. Provided we do this we will not be liable for delays caused by the event, but if there is a risk

of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

4.3 If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs (including a cancellation fee) incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may cancel the contract.

4.4 We may suspend the contract if you break it for the following reasons. We may have to suspend the supply of a services:

4.4.1 if we find that the electrical supply at your property is inadequate to run the EV charging equipment;

4.4.2 if we find that we cannot install the EV charging equipment based on the information you provided;

4.4.3 if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, the information we request from you in our Pre-Installation Checks and/or during the course of email exchanges;

4.4.4 if you do not have the necessary licences, permissions and consents required for us to carry out the services;

4.4.5 if it is unsafe for us to continue providing the services, for example, if extreme weather conditions deem it unsafe for us to complete the installation services on a specific date. In this case, we would rearrange an alternative date to complete the installation services;

4.4.6 if we have to carry out any unexpected work to complete the installation and we need your consent to continue; or

4.4.7 if you have not carried out any preparatory work to your property before installation as we told to you during the order process and in the course of email exchanges.

4.5 Other reasons we may suspend the supply of services to you. We may have to suspend the supply of services to:

4.5.1 deal with technical problems or make minor technical changes; or

4.5.2 to update the services to reflect changes in relevant laws and regulatory requirements.

4.6 Your rights if we suspend the supply of services for technical reasons or for changes in services due to changes in law. We will contact you in advance to tell you we will be suspending supply of the services to deal with technical problems, make minor technical changes or changing the services to reflect changes in relevant laws and regulatory requirements (unless the problem is urgent or an emergency). If we have to suspend the

services for these reasons (other than for a short amount of time) we will adjust the price so that you do not pay for services while they are suspended. .

5 TERMS RELATING TO THE INSTALLATION SERVICES

5.1 What do the installation services include? A description of the installation services can be found on our website.

5.2 Your obligations. We may need you to complete some preparatory work at your property to enable us to provide the installation services. If so, this will have been set out to you during the order process. This work must be undertaken by competent persons and must be of the necessary quality for the installation.

5.3 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the installation services to you. If so, this will have been set out to you during the order process. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

5.4 Unexpected works. Should, due to circumstances beyond our reasonable control, unexpected works be required to install your EV charging station we will let you know as soon as possible and inform you of the additional costs required to complete the works. We will not carry out any additional works without discussing with you as to how you want us to proceed.

5.5 If you wish to cancel or re-schedule any installation services and/or other site visit then you must provide us with at least 72 hours' notice via our website. If you fail to provide us with such notice and/or do not allow us access to the site then we shall be entitled to charge you a cancellation fee, the amount of which we will make you aware of during the order process.

6 TERMS RELATING TO THE EV CHARGING SUBSCRIPTION SERVICES

6.1 What does the EV charging subscription services include? A description of the EV charging subscription services can be found on our website. These services include access to a web application service, so that you are able to control, manage and schedule your charging and activate the smart features of your the EV charging station.

7 TERMS RELATING TO THE EV CHARGING EQUIPMENT

7.1 What does the EV charging equipment include? A description of the EV charging equipment can be found on our website.

7.2 You are responsible for providing the electricity power for the EV charging equipment. You agree to provide and pay for suitable facilities and all necessary electrical supply for the EV charging equipment.

7.3 You are responsible for the EV charging equipment. You will be responsible for all EV charging equipment once it has been delivered to you (including if this is delivered to you before installation). The EV charging equipment is strictly for residential and non-commercial use. The EV charging equipment cannot be removed and re-installed at a new house. You must keep the EV charging equipment secure in your possession and control, properly protected, in good order, repair and working condition. You must not sell or attempt to sell, sub-let or otherwise dispose of the EV charging equipment, nor permit the EV charging equipment to be seized by any third party, nor permit any third party rights to be created over it. You must ensure that the EV charging equipment is used in accordance with the manufacturer's instructions or recommendations (if any).

7.4 You are responsible for obtaining all the necessary consents. As explained to you during the order process, you are responsible for obtaining and maintaining all the necessary licences, permissions and consents required for us to carry out the services and fix the EV charging equipment to your property.

7.5 Use of the EV charging equipment. EV charging equipment should be used in accordance with the provided usage and safety instructions which can be found in the FAQ section of our website.

7.6 Ownership of the EV charging equipment. We will own the EV charging equipment at all times. You confirm that you will have no right or interest in the EV charging equipment other than your right to use the EV charging equipment in accordance with these terms. You must not represent or hold yourself out as owner of the EV charging equipment.

7.7 Insurance. You must keep the EV charging equipment continuously insured, starting on the date of installation of the EV charging equipment to you, and continuing until the EV charging equipment is returned to us. Such insurance must be under a fully comprehensive policy of insurance, covering the EV charging equipment to its full replacement value against fire, theft, flood, accidental damage and loss. You must tell us promptly if the EV charging equipment is lost, stolen or sustains serious damage. Where the EV charging equipment is lost, stolen, destroyed or is unusable due to an event or circumstance which is out of our control, you will be responsible for paying to us the full replacement cost of the Equipment. Where the EV charging equipment is damaged, you will pay us the insurance money and we will repair the EV charging equipment.

8 PRICE AND PAYMENT

8.1 Where to find the price for the services. The price of the EV charging subscription services (which includes VAT) and any custom installation services (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of these services advised to you is correct.

8.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

8.3 When you must pay and how you must pay. When you must pay depends on the following:

8.3.1 For EV charging subscription services: We will charge you monthly in advance for the services until the end of your subscription. The first amount will be charged once we notify you that the installation services have been completed. Payment of our charges shall be made by direct debit as authorised by you.

8.3.2 For custom installation services: If we inform you in the order process that you require a custom installation then you will be charged for the custom installation services at the same time we charge you the first amount for the EV charging subscription services, with payment to be made by direct debit as authorised by you.

8.3.3 For unexpected works: If we inform you that unexpected works are required to install your EV charging station which will result in additional costs in accordance with clause 5.4 and you request us to proceed with such works then you will be charged such additional costs at the same time we charge you the first amount for the EV charging subscription services, with payment to be made by direct debit as authorised by you.

8.4 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

8.6 Changes to price. We may increase our fees under this contract at any time, for example if this is as a result of factors outside of our control. We will notify you of this and (except in the case of RPI adjustments – see below) you can cancel this contract by giving us 30-days' notice in accordance with the cancellation process set out in paragraph 9 below. We will not charge you for the increase in price during the notice period and you will not need to pay any fees for the removal of the Equipment.

8.7 Changes to price because of RPI increase. Our fees will be subject to an annual adjustment by the Retail Price Index (RPI) Rate. You will not have a right to cancel the contract as a result of us making an RPI increase. RPI is a measure of inflation published by the Office of National Statistics. It measures the change in the cost of a sample of retail goods and services. The adjusted amount will appear on your invoice.

8.8 We can charge you a cancellation fee in accordance with clause 5.5. Payment of this cancellation fee shall be made by direct debit as authorised by you.

9 CANCELLATION

9.1 Exercising your right to change your mind. For most services bought over the telephone, online or by exchange of emails, you have a legal right to change your mind and cancel your order for any reason within a 14 day cancellation period and receive a refund.

9.2 How long do you have to change your mind? You have 14 calendar days after the day we email you to confirm we accept your order unless you lose your right to change your mind as set out below.

9.3 When you do not have the right to change your mind. Your right to change your mind does not apply once we have completed the services including any custom installation services (at your request), even if the period is still running. If you cancel after we have started the services, you must pay us for the services, including any custom installation services, provided up until the time you tell us that you have changed your mind.

9.4 Your rights to cancel after the 14 day cancellation period. You or we may end this contract at any time and for any reason after the 14 day cancellation period and before the contract is completed by giving the other 30 days' notice. However the contract will not end 30 days' after the day on which you contact us. The contract shall end on the date of your next billing cycle after the expiry of the 30 days' notice period. For example, if you tell us you want to end the contract on 15th January and your regular payment date is the 1st of each month, we will collect your final payment on 1st February and will continue to provide the services for the remainder of that subscription month (i.e. through to 28 February).

9.5 How to cancel the contract with us. To end the contract with us, please let us know by doing one of the following:

9.5.1 Phone or email. Call customer services on the details set out at the beginning of these terms. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.5.2 Online. Complete the online form which can be found in the FAQ section on our website.

9.5.3 By post. Write to us at the address provided in the Model Cancellation Form (see Appendix 1), including details of what you bought, when you ordered or received it and your name and address.

9.6 EV charging equipment on cancellation. On cancellation of the contract for any reason, you will no longer have a right of possession of the EV charging station with our consent and you must allow us to collect the EV charging equipment from you. We will contact you to arrange collection.

9.7 When you must pay for the removal costs for the EV charging equipment on cancellation. If you or we cancel the contract after the 14 day cancellation period or if you have no right to cancel the contract (as set out in paragraph 9.3 above), you must pay us £49 (inclusive of VAT) to cover our costs of removing the EV charging equipment.

9.8 Refunds. We will issue any refunded amounts back to the payment method you used for the services within 14 days from the date we collect the EV charging equipment from you. However, we may make deductions from the price, as described below.9.9 When we may make a deduction from refunds if you are exercising your 14 day right to change your mind. If you are exercising your right to change your mind:

9.9.1 We may reduce your refund of the price to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.9.2 We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.10 We may end the contract if you break it. We may end the contract at any time by writing to you if:

9.10.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

9.10.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services or that information is incorrect, for example, the information we requested from you during the order process including the completion of the Pre-installation Questionnaire is either incorrect or not provided within the timescales requested;

9.10.3 on arrival at your property, we determine that you do not meet the eligibility requirements for the services (which we set out to you during the order process and during the course of email exchanges);

9.10.4 if we have to suspend the services under this contract (see above at We may suspend the contract if you break it for the following reasons) and that suspension lasts for 2 weeks or more.

9.10.5 you do not, within a reasonable time, allow us access to your premises to supply the services. We will behave reasonably when deciding what course of action to take and where possible discuss this with you first.

10 IF THERE IS A PROBLEM WITH THE SERVICES OR THE EV CHARGING EQUIPMENT

10.1 How to tell us about problems. If you have any questions or complaints about the services (which includes the EV charging equipment), please contact our customer service team on the details at the beginning of these terms.

11 YOUR RIGHTS IN RESPECT OF DEFECTIVE SERVICES

11.1 Summary of your legal rights. We are under a legal duty to supply goods, services and digital content that are in conformity with this contract. You also have rights and remedies that apply in addition to any of the rights we give you under this contract including relating to faulty or misdescribed goods (e.g. the EV charging equipment) and performing services with reasonable care and skill. For more details on your rights as a consumer please visit the Citizens Advice website at www.citizensadvice.org.uk. Nothing in these terms will affect your legal rights.

11.2 Our goodwill warranty does not affect your legal rights. Please note, any goodwill warranty offered by us to UK customers (including our 2 business day fix or repair warranty set out on website), is in addition to your legal rights under consumer laws. Any warranty provided by us does not affect your legal rights in relation to faulty or misdescribed products or services.

12 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:

12.1.1 death or personal injury resulting from our own (or our agents' or contractors') negligent act or failure to act;

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 for breach of any of your legal rights and remedies available to you as a consumer in relation to the services. None of these rights and remedies are affected by this contract. For information on these rights and remedies please visit the Citizens Advice website www.citizensadvice.org.uk.

12.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.3 We are not liable for business losses. We only supply the services for domestic and private use. If you use the services (which includes the EV charging equipment) for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

12.5 We are not responsible for 3rd party information. We will not be liable to you for the accuracy, fitness for purpose, completeness or legality of any information accessed, received or transmitted using the services unless we are the author or creator of this information or material.

12.6 When we are not liable to repair faults. We are not responsible for repairing faults with the EV charging equipment which could be reasonably considered to be outside our control, such as faults caused by:

12.6.1 failure to use the EV charging equipment in accordance with any instructions or guidance that we have made available to you;

12.6.2 accidental damage;

12.6.3 misuse;

12.6.4 repair or attempted repair by someone other than one of our technicians;

12.6.5 vandalism or deliberate damage;

12.6.6 failure in the electricity supply caused other than by our failure to provide the installation services in accordance with these terms;

12.6.7 adverse weather conditions;

12.6.8 the structure of the property at which the EV charging equipment is installed other than where this should have reasonably been foreseen at the time of installation; or

12.6.9 connectivity issues other than where the connectivity issue relates to our management platform, our cellular network, or the EV charging equipment, which are unexpected and could not have been prevented by a reasonable preventative maintenance programme.

13 HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy, which can be found on our website.

14 OTHER IMPORTANT TERMS

14.1 We may transfer these terms to someone else. We may transfer any of our rights and responsibilities to another organisation without your permission, providing that the services you receive or the rights you have under this contract are not materially reduced as a

result We will contact you to let you know if we are going to transfer these terms to another organisation which may (in our reasonable opinion) materially reduce the services you receive or the rights you have under this contract.

14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 If a court finds part of these terms illegal, the rest will continue in force. Each of the paragraphs of these 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.

14.5 Even if we delay in enforcing these terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking these terms that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.6 Which laws apply to these terms and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms, including this clause, affects your rights as a consumer to rely on such mandatory provisions of local law.

14.7 Alternative dispute resolution. If you have any problems with the service, please see above at How to tell us about problems and call customer services on the details set out at the beginning of these terms. If we are not able resolve your problem with the service, you may want to consider alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use.