



Phoenix Renewables Limited trading as Egg Supply and Installation of EV Charging Unit Terms

Please read the following important terms before you purchase an EV Charging Unit 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: CBC UK Ltd on behalf of Tokio Marine HCC. Address: Mansell Court, 69 Mansell St, London E1 8AN. Telephone no: 020 7265 5600. Territorial scope: United Kingdom.

How to contact us. You can contact us by raising a support ticket at <https://crackingenergy.com/contact-us>.

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 and install your electric vehicle charging unit ("**Charging Unit**") to you.

2.2 **Why you should read these terms.** It is important that you read and understand these terms before you submit your order to us and start using your Charging Unit. These terms tell you who we are, how we will provide the Charging Unit 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 **There are other terms that apply to you.** These terms refer to the following additional terms, which may also apply to you when purchasing a Charging Unit from us:

2.3.1 **Egg Plus Subscription Service Terms** (located at <https://crackingenergy.com/legal>). To access the benefits of the Charging Unit you will need to purchase our Egg Plus subscription services and our Egg Plus Subscription Service Terms will apply. Our full terms relating to the purchase of the Egg Plus subscription service will be provided to you before submitting your order and at the same time as these terms at which point you will need to tick the box to confirm you agree to the terms.

2.3.2 **Loan Agreement** (located at <https://crackingenergy.com/legal>). You will purchase your Charging Unit by way of a loan. You will be presented online with pre-contract explanations, pre-contract information and a loan agreement ("**Loan Documents**") and will be asked to sign the loan agreement online.



- 2.4 **Reading all terms that apply to your purchase carefully.** You should read these terms, the Egg Plus Subscription Service Terms and the Loan Documents carefully and contact us before agreeing to the terms if you have any questions.
- 2.5 **Signing the loan agreement.** We will need you to sign your loan agreement before we can install the Charging Unit. If you do not sign the loan agreement for any reason:
- 2.5.1 within **a reasonable time (which, in most cases, will be 5 days)** of us sending you the loan agreement, we may not be able to offer you your preferred installation date; or
 - 2.5.2 within **7 days** of us sending you the loan agreement, we may end the contract immediately by writing to you.

3 MAKING AN ORDER AND CONTRACT FORMATION

- 3.1 **Placing your order for the Charging Unit.** Our website pages will guide you through the steps you need to take to place an order for the Charging Unit with us.
- 3.2 **Minimum eligibility requirements.** As a minimum, we will require the following to be met by you for you to be eligible to receive the Charging Unit from us:
- 3.2.1 the Charging Unit must be located in your designated off-street parking area;
 - 3.2.2 in accordance with industry guidance, the height of the Charging Unit should be between 0.5 metres and 1.5 metres from ground level;
 - 3.2.3 for you to provide us with easy and safe access to your property from the public highway (including ensuring we can park in any permit areas, where applicable) 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 installation of the Charging Unit and for you to use such Charging Unit (including from your landlord where you rent your property), such consents to be obtained before we install the Charging Unit; and
 - 3.2.5 for you to prepare your property in the manner we tell you to during the order process.
- 3.3 **Our eligibility checks will help to determine which type of installation you will require (standard or non-standard).** The type of installation required will affect the overall price of the Charging Unit. Please note that we cannot always be certain as to the type of installation you require from our eligibility checks or the responses you provide to the pre-installation questions (see paragraph 3.8 below). We may, following our on-site visit, confirm you need a different type of installation to the one originally scheduled (see paragraph 5.5).
- 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 any necessary corrections.
- 3.5 **How we will accept your order.** After you place an order, you will receive an e-mail and/or SMS from us acknowledging receipt and confirming acceptance of your order at which point a contract between you and us will come into existence. This contract is conditional on you successfully completing a pre-installation questionnaire (see paragraph 3.8 below) and signing the loan agreement (see paragraph 2.5 above) and where you do not complete this



questionnaire or sign the loan agreement we may end this contract (see paragraph 5.4.2 below in relation to the questionnaire and paragraph 2.5 above in relation to the loan agreement).

- 3.6 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this on our website and/or in writing and we will not charge you for the purchase of the Charging Unit (and, where applicable, you will not be bound by the terms of the loan agreement and no loan repayments will be taken). This might be because you do not meet the eligibility requirements we explained to you during the order process or because of unexpected limits on our resources which we could not reasonably plan for, or because you do not provide us with the information we require within the timescales we requested, or because we are unable to perform the installation services on the date you have specified or because it would be unsafe for us to perform the installation of the Charging Unit at your premises.
- 3.7 **Changes to the price set out in your order.** After you have placed your order you will need to complete our pre-installation questionnaire as explained in paragraph 3.8. We may confirm that you need a different type of installation after you have placed your order and this may change the cost of the Charging Unit. Please read paragraph 5.5 which sets out when we may change the price of the Charging Unit in this scenario.
- 3.8 **You will need to complete a pre-installation questionnaire.** You will need to complete our pre-installation questionnaire after you have placed your order (including sending photos of the outside of your house) so we can further assess your eligibility for the installation of the Charging Unit (including the type of installation you may require). We may also need to ask you some additional questions regarding installation and will contact you directly if we require this additional information. We will provide you with a secure email link to these questions once you have placed your order with us. You agree that any information that you submit to us for the purposes of our assessment and your eligibility to purchase our Charging Unit, is true, accurate and complete.

4 TERMS RELATING TO THE CHARGING UNIT

- 4.1 **What does the Charging Unit include?** A description of the Charging Unit can be found on our website <https://crackingenergy.com/charging>.
- 4.2 **When will you receive the Charging Unit?** Our installers usually bring the Charging Unit with them on the day of installation however, on some occasions, we may deliver the Charging Unit to you before installation, but we will let you know if that is going to be the case.
- 4.3 **You are responsible for providing the electricity power for the Charging Unit.** You agree to provide and pay for suitable facilities and all necessary electrical supply for the Charging Unit.
- 4.4 **When you own and become responsible for the Charging Unit.** You own the Charging Unit once you have signed the loan agreement and we have accepted your order. The Charging Unit will be your responsibility from the time we deliver and install the Charging Unit at your property.
- 4.5 **Use of the Charging Unit.** The Charging Unit is strictly for residential and non-commercial use and you are not permitted to rent out the Charging Unit to any third party. The Charging Unit should be used in accordance with the provided usage and safety instructions which can be found at https://crackingenergy.com/documents/Egg_Charger_User_Guide.pdf. You must ensure that the Charging Unit is used in accordance with the manufacturer's instructions or recommendations and kept in good working order so you can continue to enjoy the benefits of the Egg Plus subscription services.

4.6 **What happens if you move to a new house?** Please get in touch with us on the contact details set out at the beginning of these terms to discuss the options available to you.

5 TERMS RELATING TO THE INSTALLATION OF THE CHARGING UNIT

5.1 **What work do we undertake when we install your Charging Unit?** A description of the installation work we will need to carry out at your property can be found on our website at <https://crackingenergy.com/blog/ev/guides/things-you-should-know-before-your-installation>.

5.2 **When will we install your Charging Unit?** During the order process you will be able to select a preferred date for the installation. Provided you have signed the loan agreement and you complete and return the pre-installation questionnaire within a reasonable time (which, in most cases, will be 3 days (and you meet the eligibility requirements) we will do our best to offer you your preferred installation date.

5.3 **Your obligations.** We may need you to complete some preparatory work at your property to enable us to successfully install the Charging Unit. If so, this will have been set out to you prior to installation. Some of this work must be undertaken by competent persons and must be of the necessary quality for the installation.

5.4 **What will happen if you do not provide the required information to us?** We will need you to complete the pre-installation questionnaire, as explained at paragraph 3.8 above. If you fail to provide us with this information:

5.4.1 within **a reasonable time (which, in most cases, will be 3 days)** of us sending you the link to the questionnaire, we may not be able to offer you your preferred installation date; or

5.4.2 within **14 days** of us sending you the link to the questionnaire, we may end the contract and charge you for any costs we have already incurred in supplying the installation services.

5.5 **Costs associated with unexpected installation works.** If we have to carry out additional installation work, which was not accounted for when you placed your order, in your response to our eligibility checks (see paragraph 3.2) or pre-installation questionnaire (see paragraph 3.7) or following an inspection of your premises, we will need you to pay for this extra work. We'll explain why the extra work is needed and agree the additional costs with you before starting work. You will need to pay for the costs of the additional work by credit or debit card payment (please note the additional cost **cannot** be added to your loan repayments.) If you do not want to pay for the extra work then we will be unable to carry out the installation and we will have to cancel the order. We will require you to pay an abort fee in the amount set out in the Additional Fees Table found on our website at <https://crackingenergy.com/legal>, to compensate us for the work we will have undertaken in respect of the failed installation.

5.6 **What happens if you are not at the property on the day of installation?** It's your responsibility to give us access to your property. If we can't get access, we won't be able to complete the work and you'll need to contact us to arrange another appointment. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may cancel the contract and charge you an abort fee in the amount set out in the Additional Fees Table found on our website at <https://crackingenergy.com/legal>, to compensate us for the work we will have undertaken in respect of the failed installation.

6 DELAY IN SUPPLYING AND INSTALLING THE CHARGING UNIT

6.1 **We are not responsible for delays outside our control.** If our supply and installation of the Charging Unit is delayed by an event outside our control (for example where we become aware

that you require non-standard installation) 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. We will not be liable for delays caused by such an event, but if there is a risk of substantial delay you may contact us in writing in accordance with paragraph 8.4 to end the contract and receive a refund for any amounts you have paid in advance for the Charging Unit.

- 6.2 **We are not responsible for any delays caused by you.** We will not be responsible for supplying and installing the Charging Unit late if this is caused by you (e.g. by not giving us the information we need within a reasonable time of us asking for it) or where your property does not meet our minimum standard requirements we refer to at paragraphs 3.2 and 3.3 above.

7 PRICE AND PAYMENT

- 7.1 **Where to find the price for the Charging Unit and installation services.** The price of the Charging Unit and installation services (which include VAT) will be the price indicated on the order pages when you placed your order (save for any additional installation works that we may have to charge extra for, as explained at paragraph 5.5 above). We take all reasonable care to ensure that the price of the Charging Unit and our installation services advised to you is correct.

- 7.2 **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 Charging Unit, we will adjust the rate of VAT that you pay, unless you have already paid for the Charging Unit in full before the change in the rate of VAT takes effect.

- 7.3 **How you must pay.** Payment for the Charging Unit must be through our approved loan agreement. Payment for non-standard installation and any additional installation work (as explained at paragraph 5.5 above) must be paid by credit or debit card payment or (in our absolute discretion) by direct debit. We accept card payment with Visa, Maestro and Mastercard.

- 7.4 **When you must pay.**

7.4.1 **Charging Unit:** we will take the first and subsequent payments on the dates set out in the loan agreement.

7.4.2 **Non-standard installation:** we will charge you in full (via credit or debit card payment) prior to us completing the installation services or (in our absolute discretion) by direct debit following the installation.

7.4.3 **Additional installation work:** once you agree to the additional work and costs we will charge you for such additional installation work (via credit or debit card payment) prior to it taking place or (in our absolute discretion) by direct debit following it having taken place, as explained at paragraph 5.5.

8 YOUR 14 DAY RIGHT TO CHANGE YOUR MIND AND CANCEL

- 8.1 **Exercising your right to change your mind.** For most goods and 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.

- 8.2 **How long do you have to change your mind?** We are providing you with a Charging Unit and installation services. In order to determine when your 14 day cancellation period is calculated we have had to determine the main purpose of our contract with you. The main purpose of our contract with you is to supply you with your Charging Unit and as such your 14 day cancellation period is calculated in accordance with your legal rights relating to goods. You

therefore have 14 calendar days after the day we deliver the Charging Unit to you, to cancel your order.

8.3 **How to tell us you want to cancel your order.** Notify us in writing using the contact details at the beginning of these terms or complete the cancellation form located at the end of these terms and on our website at <https://crackingenergy.com/legal> and return to the address set out on the form. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.4 **Uninstallation and collection of the Charging Unit on cancellation.** If you cancel the contract in accordance with your 14 day right to cancel you must allow us to uninstall and collect the Charging Unit from you. We will contact you to arrange the removal and collection of your Charging Unit.

8.5 **What you will have to pay if you exercise your right to change your mind after we have started installing the Charging Unit.**

8.5.1 **You will have to pay for the installation services we have provided to you.** You must pay us for the costs we have incurred in providing the installation services up until the time you tell us that you have changed your mind.

8.5.2 **You will have to pay for the uninstallation of the Charging Unit.** You must pay us for the costs incurred in uninstalling the Charging Unit; and

8.5.3 **You will have to pay for the reduction in value of the Charging Unit if we have installed it.** You must pay us for the reduction in the value of the Charging Unit once it has been uninstalled (in that the Charging Unit can no longer be sold as new)

8.6 **How we will claim back the reduction in value of the Charging Unit and installation/uninstallation services from you if you exercise your right to change your mind.** If you are exercising your right to change your mind we will make a claim against you **for an amount equal to 100% of the loan value minus any loan repayments that you have already made to us. Please note that where you have paid for any non-standard installation services and/or ancillary works we will be entitled to keep hold of such payments where such services and/or works have been performed (or if we have performed part of the installation services and/or ancillary work, we will be entitled to keep hold of payment for the services and/or works completed prior to cancellation).**

8.7 If you cancel under these terms due to the Charging Unit being faulty or misdescribed or not conforming to this contract, we will not charge you for the cost of uninstallation on cancellation (see paragraph 9.2 for more information).

9 YOUR OTHER RIGHTS TO CANCEL

9.1 **Cancelling your order because of something we have done or are going to do.** If prior to the installation of the Charging Unit:

9.1.1 we make any change to the Charging Unit which is likely to materially disadvantage you;

9.1.2 we make any changes to these terms and conditions (once you have placed your order) which are likely to materially disadvantage you;

9.1.3 there is a risk that supply of the charging unit may be significantly delayed because of events outside our control; and/or



9.1.4 we increase any of our charges that you are required to pay under these terms in a way that is likely to materially disadvantage you,

then we will notify you of this and you may cancel your order by providing us with written notice in accordance with paragraph 8.3 and the loan agreement will also be cancelled.

9.2 **Your rights in respect of a defective Charging Unit.** We are under a legal duty to supply the Charging Unit 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 agreement including relating to faulty or misdescribed goods (e.g. the Charging Unit) and performing the installation of the Charging Unit 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.

10 OUR RIGHTS TO CANCEL THE CONTRACT WITH YOU

10.1 **We may end the contract if you break it.** We may end the contract and claim any compensation due to us (including an abort fee in the amount set out in the Additional Fees Table found on our website at <https://crackingenergy.com/legal>) at any time by writing to you if:

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

10.1.2 you do not, within 14 days of us asking for it, provide us with the pre-installation information (as explained at paragraph 3.8);

10.1.3 we determine from your responses to the pre-installation questions (as explained at paragraph 3.8) that you do not meet our eligibility requirements;

10.1.4 the eligibility and/or pre-installation information you provide (as explained at paragraphs 3.2 and 3.3) is incomplete or incorrect;

10.1.5 on arrival at your property, we determine that you do not meet the eligibility or pre-installation requirements for the Charging Unit (as explained at paragraphs 3.2 and 3.3);

10.1.6 you are not at the property on the day of installation;

10.1.7 you are not prepared to pay the additional cost for the non-standard installation work or the ancillary installation work, as explained at paragraph 5.5;

10.1.8 you cancel the Egg Plus Subscription Service Terms within the 14 day cancellation period in accordance with clause 6 of the Egg Plus Subscription Service Terms and in such circumstances clause 8.4, 8.5 and 8.6 shall apply; or

10.1.9 you do not sign the loan agreement for any reason within 7 days of us sending you the loan agreement for signing (as explained in paragraph 2.5)

We will behave reasonably when deciding what course of action to take and where possible discuss this with you first. Should we cancel the contract in accordance with the above scenarios in paragraph 10.1.1-10.1.9, the loan agreement will also be cancelled.

11 THE EFFECTS OF CANCELLING THE PURCHASE OF YOUR CHARGING UNIT ON YOUR OTHER AGREEMENTS WITH US



11.1 If either of us exercise our rights to cancel our contract for the Charging Unit, in accordance with these terms, our contract with you for the Egg Plus subscription services and our contract with you for the finance of the Charging Unit, will also end.

12 IF THERE IS A PROBLEM WITH THE INSTALLATION SERVICES OR CHARGING UNIT

12.1 **Our complaints policy.** If you have any questions or complaints about the installation of the Charging Unit or the Charging Unit itself, please contact our customer care team on the details at the beginning of these terms. If you have a complaint you will find a copy of our Consumer Complaints Code of Practice on our website at <https://crackingenergy.com/legal> you can request a copy by raising a support ticket at <https://crackingenergy.com/contact-us>.

12.2 **Resolving disputes without going to court:** If you are unable to resolve the complaint with us, you can look to resolve an issue using alternative dispute resolution, which is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

12.3 **You can go to court:** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

12.4 **Local laws still apply:** 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.

13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **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:

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

13.1.2 fraud or fraudulent misrepresentation; or

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

13.2 **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.

13.3 **We are not liable for business losses.** We only supply the Charging Unit for domestic and private use. If you use the Charging Unit for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity.

13.4 **When we are liable for damage to your property.** We will make good any damage to your property caused by us while carrying out the installation of the Charging Unit (except where we have had to de-install the Charging Unit, in which case we will not be responsible for making

good any holes that are apparent following the de-installation). However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while installing the Charging Unit.

13.5 **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 Charging Unit unless we are the author or creator of this information or material.

13.6 **When we are not liable to repair faults.** We are not responsible for repairing faults with the Charging Unit which could be reasonably considered to be outside our control, such as faults caused by:

13.6.1 failure to use the Charging Unit in accordance with these terms any instructions or guidance that we have made available to you;

13.6.2 accidental damage;

13.6.3 misuse;

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

13.6.5 modifications or updates by someone other than one of our technicians or the authorised manufacturer of the Charging Unit;

13.6.6 vandalism or deliberate damage;

13.6.7 failure in the electricity supply caused other than by our failure to provide the installation Charging Unit in accordance with these terms;

13.6.8 adverse weather conditions;

13.6.9 the structure of the property at which the Charging Unit is installed; or

13.6.10 connectivity issues.

14 **MAKING CHANGES TO THESE TERMS AND THE CHARGING UNIT**

14.1 **Changes we can make for new orders.** We may vary or update these terms from time to time. Any amendment to these terms shall be effective exclusively for all new orders submitted following the publication of the amendment on our website. Please check the terms posted on our website before proceeding with your order as they may have changed since your last visit.

14.2 **Changes we can always make.** We can always make changes to these terms, the installation services and the Charging Unit:

14.2.1 to reflect changes in relevant laws and regulatory requirements; and

14.2.2 to make minor technical adjustments and improvements. These are changes that don't affect your use of the Charging Unit.

14.3 **Changes we can only make if we give you notice and an option to cancel.** We can also make more material changes to the Charging Unit or these terms, but if we do so (prior to the installation of the Charging Unit) and such changes would materially disadvantage you, we'll notify you and you can then contact us within 30 days of the date we notify you or prior to the



date of installation (if earlier) using the contact details set out at the beginning of these terms to end the contract before the change takes effect.

15 HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 **How we may use your personal information.** We will only use your personal information as set out in our privacy policy, found here: <https://crackingenergy.com/privacy-policy>.

16 OTHER IMPORTANT TERMS

16.1 **We can transfer our contract with you, so that a different organisation is responsible for supplying and/or installing your Charging Unit.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

16.2 **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.

16.3 **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.

16.4 **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.

16.5 **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.



Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To: Egg, Unit D, Turnkey Park, Royds Lane, Leeds LS12 6AD

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following Charging Unit [*],

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

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