



Phoenix Renewables Limited trading as Egg Egg Plus Subscription Service Terms

Please read the following important terms and conditions before you purchase Egg Plus Subscription 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: 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 the Egg Plus electric vehicle charging unit subscription services ("**Egg Plus**") to you.

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 Egg Plus in respect of your electric vehicle charging unit ("**Charging Unit**"). These terms tell you who we are, how we will provide Egg Plus 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 Egg Plus from us:

2.3.1 **Equipment Terms** (located at <https://crackingenergy.com/legal>). These terms relate to the purchase and installation of your Charging Unit (if you purchase a Charging Unit from us). Our full terms relating to the purchase of your Charging Unit will be provided to you before submitting your order at the same time as these terms at which point you will need to tick the box to confirm you agree to the charging unit terms.

2.3.2 **Loan Agreement** (located at <https://crackingenergy.com/legal>). If you purchase a Charging Unit from us, you will pay 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 and the Charging Unit Terms and the Loan Documents (if they apply to you) carefully and contact us before agreeing to the terms if you have any questions.

3 MAKING AN ORDER AND CONTRACT FORMATION

- 3.1 **Placing your order for Egg Plus.** Our website pages will guide you through the steps you need to take to place an order for Egg Plus with us. To finalise your order, you will need to complete the direct debit mandate form and accept these terms. Payments by direct debit will be taken in accordance with our payment terms as set out in paragraph 5 below.
- 3.2 **Our eligibility checks and/or questions will help determine if you can receive Egg Plus.** As part of the order process we may perform certain eligibility checks and/or ask certain questions to ensure that you are eligible to receive the benefit of Egg Plus (by way of example we may ask you what make and model of Charging Unit you have to ensure that it is compatible with our Subscription Services).
- 3.3 **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.
- 3.4 **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 any further eligibility checks and/or questions and where such eligibility checks and/or questions are not successfully completed then we may end this contract.
- 3.5 **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 will not charge you for Egg Plus. This might be because of unexpected limits on our resources which we could not reasonably plan for.

4 EGG PLUS

- 4.1 **What does Egg Plus include?** Egg Plus includes access to a mobile application, so that you can activate the smart features of your Charging Unit, including controlling, managing and scheduling the charging of your Charging Unit and a service and support for your Charging Unit.
- 4.2 **When will Egg Plus start?** We will provide you with a link to the mobile application on completion of the installation of your Charging Unit so you can start using the smart features of your Charging Unit and the service and support for your Charging Unit and this shall continue until you or we end the contract as described in these terms.
- 4.3 **Egg Plus contract term.** The length of your contract term for Egg Plus will depend on whether you have bought a Charging Unit from us. Your contract term will be for either:
- 4.3.1 a minimum term of **36 continuous months**, where you have bought a Charging Unit from us ("**36 Month Minimum Term**"); or
 - 4.3.2 a monthly **rolling term**, where you have **not** purchased a Charging Unit from us ("**Monthly Rolling Term**").
- Your contract term will be set out on our website and in your order confirmation email.
- 4.4 **Notification of the expiry of your 36 Month Minimum Term.** Where you have purchased a Charging Unit from us we will contact you before the expiry of the 36 Month Minimum Term to remind you that the 36 Month Minimum Term is due to expire.



- 4.5 **Automatic Renewal:** Upon the expiry of your 36 Month Minimum Term your contract will automatically renew onto a Monthly Day Rolling Term. Upon expiry of your Monthly Rolling Term your contract will automatically renew for further successive Monthly Rolling Terms.
- 4.6 **Automatic renewal and ending Egg Plus.** If you do not want to continue to receive Egg Plus following the expiry of the 36 Month Minimum Term or the Monthly Rolling Term (as applicable), you will need to contact us by giving us 30 days' notice prior to the expiry of the 36 Month Minimum Term or the Monthly Rolling Term (using the contact details at the beginning of these terms) to let us know you do not want Egg Plus to continue (see paragraph 7.2 for further information). If you do not notify us of your wish to cancel Egg Plus, we will continue to provide Egg Plus on a Monthly Rolling Term, and take payment from you (see paragraph 5.3), unless you tell us otherwise.
- 4.7 **You are responsible for providing the electricity power for the Charging Unit.** The Subscription Services **do not** include the provision of electricity to your Charging Unit. **You** agree to provide and pay for suitable facilities and all necessary electrical supply for the Charging Unit.
- 4.8 **We are not responsible for delays outside our control.** If our supply of Egg Plus 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 always make the mobile application available, but, of course, due to the inherent nature of online and internet-based services to fulfil Egg Plus, 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 Subscription Services you have paid for but not received.
- 4.9 **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 PRICE AND PAYMENT**
- 5.1 **Where to find the price for Egg Plus.** The price of Egg Plus (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 Subscription Services advised to you is correct.
- 5.2 **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 Egg Plus, we will adjust the rate of VAT that you pay, unless you have already paid for Egg Plus in full before the change in the rate of VAT takes effect.
- 5.3 **When you must pay and how you must pay.** Your payment for Egg Plus will be taken each month by Direct Debit until you cancel your contract with us in accordance with these terms. Our first invoice shall be sent to you once we notify you that the installation of your Charging Unit has been completed. By purchasing Egg Plus, you authorise us to charge the monthly subscription payment by direct debit automatically on each monthly payment date. **Please note that the payment for the Subscription Service is separate to the loan repayments you make for the finance of the Charging Unit.** If you purchase your Charging Unit from us, you will have two monthly direct debit payments - one monthly direct debit payment for your loan repayment and one monthly direct debit payment for Egg Plus.
- 5.4 **We can charge interest if you pay late.** If you do not make any payment for Egg Plus 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.

- 5.5 **What to do if you think monthly payment is wrong.** If you think we have charged you the wrong amount 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 charged amounts from the original due date.
- 5.6 **Changes to price.** We may increase our fees for Egg Plus at any time, for example if this is because of factors outside of our control. We will notify you of this and you can cancel your contract with us by giving us 30-days' notice in accordance with the cancellation process set out in paragraph 6.4 below. You must give us notice within 30 days of the date that we notify you of such increase. We will not charge you for the increase in price during the notice period and you will not be charged a leaving fee. You will not have a right to cancel your contract with us if we increase our prices because of RPI adjustments as explained in clause 5.7 below.
- 5.7 **Changes to price because of RPI adjustments.** Our fees for Egg Plus may be subject to an annual adjustment by the Retail Price Index (RPI) Rate. 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. This adjustment could be an increase or a decrease and the adjusted amount will appear on your invoice. We have provided an example of how RPI increases may affect your monthly payments. Please be aware that this is an example only.

If your monthly payment for Egg Plus is £20 and in year 1 RPI is 5%.

When we review your monthly payments during year 1, we may decide to increase your payments to £21. 5% of £20 being £1 and resulting in a £1 increase to your monthly payments.

In Year 2 your monthly payment for Egg Plus is £21 and in year 2 RPI is 7%.

When we review your monthly payments during year 2, we may decide to increase your payments to £22.47. 7% of £21 being £1.47 and resulting in a £1.47 increase to your existing monthly payment of £21.

6 YOUR 14 DAY RIGHT TO CHANGE YOUR MIND AND CANCEL EGG PLUS

- 6.1 **Exercising your right to change your mind.** For most services and goods 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.
- 6.2 **How long do you have to change your mind?** You have 14 calendar days after:
- 6.2.1 if you purchase the Charging Unit from us, the day we deliver the Charging Unit to you. This is more generous than your statutory 14 day right to cancel services which ordinarily should be calculated from the date we accept your order; or
 - 6.2.2 in all other cases, the day on which we accept your order,
- to cancel Egg Plus, unless you lose your right to change your mind as set out below.
- 6.3 **Cancelling after you have started to receive Egg Plus.** If you cancel after we have started Egg Plus, you must pay us for Egg Plus provided up until the time you tell us that you have changed your mind.
- 6.4 **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 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.

6.5 **Refunds.** We will issue any refunded amounts back to the payment method you used for Egg Plus within 14 days of you telling us you've changed your mind. You shall be entitled to a refund on a pro rata basis of any Egg Plus fees you have paid for in advance. However, you have to pay for Egg Plus you received before you change your mind (see below).

6.6 **You have to pay for Egg Plus you received before you change your mind.** We don't refund you for the time you were receiving Egg Plus before you told us you'd changed your mind.

7 YOUR OTHER RIGHTS TO CANCEL EGG PLUS

7.1 **Cancelling during the 36 Month Minimum Term (but after your 14 day right to cancel has expired).** If you want to end the provision of Egg Plus during the 36 Month Minimum Term for any reason, other than as set out under these terms, then you must pay a leaving charge to compensate for us ending Egg Plus early. The leaving charge will be an amount equal to all payments owed for the remainder of the 36 Month Minimum Term less a 2% discount for early receipt of monies. Please contact us (using the contact details at the beginning of these terms) to discuss how much the leaving charge would be in respect of cancelling your contract with us.

7.2 **Cancelling after the 36 Month Minimum Term or when you are on a Monthly Rolling Term.** If you want to end your contract for the provision of Egg Plus after the 36 Minimum Term for any reason and/or when you are on a Monthly Rolling Term, other than as set out under these terms, you can do so by giving us at least 30 days' written notice (using the contact details at the beginning of these terms) to end at the end of the next billing period.

7.3 **Cancelling your order because of something we have done or are going to do.** If you are cancelling your order for a reason set out below the contract will end immediately, we will refund you in full for Egg Plus services which have not been provided, and you will **not** have to pay a leaving fee if you cancel during the 36 Month Minimum Term. The reasons are:

7.3.1 we have told you about an upcoming material change to Egg Plus or these terms which are likely to materially disadvantage you and you do not agree to them; or

7.3.2 we have told you about an error in the price or description of Egg Plus you have ordered which materially disadvantages you and you do not wish to proceed; or

7.3.3 there is a risk that supply of Egg Plus may be significantly delayed because of events outside our control.

7.4 **Your rights if there is something wrong with Egg Plus.** We are under a legal duty to supply services 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 agreement including performing Egg Plus 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.

8 OUR RIGHTS TO CANCEL EGG PLUS

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

8.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; or

8.1.2 you breach an important term of this contract which you are not able to fix or you do not fix within 14 days of us asking you to do so.



8.2 **We may end the contract if you do not sign the loan agreement.** We may end the contract by writing to you if we terminate the Charging Unit Terms under paragraph 10.1.8 of the Charging Unit Terms because you do not sign the loan agreement.

9 THE EFFECTS OF CANCELLING EGG PLUS ON YOUR OTHER AGREEMENTS WITH US

9.1 If Egg Plus is cancelled by you or us, in accordance with these terms, your other contracts with us (including the Charging Unit terms and, where relevant, the loan agreement) will continue to apply, **except when** exercising your 14 day right to cancel (see paragraph 6). Where you cancel the contract for Egg Plus exercising your 14 day right to cancel, your contract with us for the Charging Unit and, where relevant, loan, will also end.

10 YOUR USE OF EGG PLUS

10.1 We supply Egg Plus strictly for residential and non-commercial use. Egg Plus should be used in accordance with the manufacturer's warranty, instructions or recommendations and any instructions and/or recommendations that we provide you with in writing. . In addition, you must ensure that the Charging Unit is used in accordance with the manufacturer's warranty, instructions or recommendations and kept in good working order so you can continue to enjoy the benefits of Egg Plus.

10.2 Any third-party modifications to the Charging Unit may affect your continued use and enjoyment of Egg Plus. You may have to compensate us for any losses we incur should such modifications effect our supply of Egg Plus.

10.3 You must not re-sell Egg Plus to another person or allow a person to use Egg Plus in return for payment. Additionally, you must not rent out the Charging Unit in respect of which we provide you with Egg Plus. If you breach this paragraph 10.3 then we may end the contract in accordance with paragraph 8.1.2.

10.4 We may give you instructions or conditions explaining how you should use Egg Plus. You agree to use Egg Plus in line with these instructions or conditions.

10.5 If you do not comply with any of this clause 10, we may suspend Egg Plus immediately after telling you that we will do this and explaining why we have done so.

11 ACCESS TO YOUR PROPERTY

11.1 Occasionally we may need to access your property in relation to providing Egg Plus after giving you reasonable notice (unless it is an emergency, when we do not need to give notice) that we will need to do so. You agree that you will allow us access to your property to do the following:

11.1.1 where necessary in connection with providing Egg Plus; and /or

11.1.2 install, maintain, adjust, repair, move, replace, renew or remove the Charging Unit.

11.2 You agree to get us any permission which we may need to access your property for example, if you live in a rented property you may need your landlord's permission for us to access the property. We will not be responsible if you fail to or cannot get any required permission.

12 IF THERE IS A PROBLEM WITH EGG PLUS

12.1 **Our complaints policy.** If you have any questions or complaints about Egg Plus, 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 complaints policy on our website at

<https://crackingenergy.com/legal> or 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 Egg Plus. 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 Egg Plus for domestic and private use. If you use Egg Plus 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.
- 13.4 **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 Egg Plus unless we are the author or creator of this information or material.

14 MAKING CHANGES TO THESE TERMS AND EGG PLUS

- 14.1 We can make changes to these terms and Egg Plus, once your order has been placed
- 14.1.1 **Changes we can always make.** We can always make changes to these terms and Egg Plus:
 - a) to reflect changes in relevant laws and regulatory requirements; and

- b) to make minor technical adjustments and improvements. These are changes that will not affect your use of Egg Plus.

14.2 **Changes we can only make if we give you notice and an option to cancel.** We can also make more material changes to Egg Plus or these Terms, but if we do so 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 using the contact details set out at the beginning of these terms to end the contract before the change takes effect. You will not have a right to cancel your contract with us if we increase our prices because of RPI adjustments as explained in clause 5.7.

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 Egg Plus.** 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, unless we transfer our contract with you in accordance with paragraph 16.1.

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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