

Schedule 3X: Framework Agreement

These terms and conditions apply to any Customers entering into a Framework Agreement with Supplier.

1 Definitions & Interpretation

In this Schedule, the following words shall have the following meanings unless the context requires otherwise:

Initial Term means the period set out as such in the Contract Particulars

Extended Term means the period set out as such in the Contract Particulars

Design Price means the Charges for the Design Services, as set out in the quote for Design Services Quote.

Design Services means the carrying out of the survey and, to the extent applicable and if specified in the Request for Site Assessment, production of the relevant specification.

Maintenance Services means the services as set out in the Request for Services.

Proposed Survey Date means the proposed date of visit in relation to the Survey.

Quote means quote issued by Supplier to Customer for new Equipment and/or Services under the Framework Agreement.

Request for Site Assessment means a request in the form set out in the Annex Part A to this Schedule.

Survey means a full site assessment carried out by or on behalf of Supplier.

Survey Date means the date on which the Survey is carried out.

2 Requests for Quotes

2.1 Customer may from time to time request a Quote from Supplier by issuing a Request for Services. Any such request shall be in writing and shall confirm the Equipment and/or Services required.

2.2 Upon receipt of each such Request for Services, Supplier shall confirm to Customer in writing whether or not Supplier wishes to proceed. Supplier shall act in good faith towards Customer when determining whether to accept or decline a Request for Services and shall use all commercial reasonable endeavours to accept each Request for Service, save that it is agreed that Supplier may decline to provide any Services where (i) Customer has failed to pay any undisputed amount due pursuant to any Contract or (ii) in Supplier's reasonable opinion it would be unable to deliver the requested Services in accordance with the terms of this Framework Agreement or any resulting Contract.

2.3 Supplier shall respond to Customer within thirty (30) days of receipt of the Request for Services with a Quote if no Site Survey is required, or if a Site Survey is required within thirty (30) days of the Site Survey being completed.

3 Site Assessments & Surveys

3.1 If Customer requires Installation Works as part of the Request for Services Customer shall submit a Request for Site Assessment to Supplier.

3.2 Upon receipt of each such Request for Site Assessment, Supplier shall confirm to Customer in writing whether or not Supplier wishes to proceed. Unless Supplier has given notice under that it does not wish to proceed, save where the Request for Site Assessment specifies that no Design Services are required, Supplier shall respond to Customer within thirty (30) Days of receipt of the Request for Site Assessment with a Quote for Design Services signed by Supplier.

3.3 Customer shall respond to Quote for Design Services within seven (7) days from receipt to confirm acceptance.

3.4 Within fourteen (14) days of receiving Customer's acceptance of the Design Services Quote, Supplier shall propose date(s) on which it is available to attend Customer Site to carry out the Survey and Customer shall confirm its acceptance of a proposed date within seven (7) days.

3.5 Where Supplier has not carried out Design Services the Charges for Installation Works may be subject to adjustment to incorporate any additional costs and findings. Upon (or at any time after) delivery of the Quote for Installation Works, Supplier shall be entitled to invoice Customer for the Design Price.

3.6 Supplier may require to rearrange the Survey Date due to operational constraints or to deliver operational efficiencies or either Party may be forced to rearrange due to a circumstance beyond its reasonable control. When this occurs the Parties shall cooperate in good faith to confirm the new date for the Survey and shall not be liable for any costs incurred by the other party relating to the rescheduled Survey.

3.7 If Customer requires to rearrange the Survey Date with less than two (2) Business days notice Customer shall be liable for Suppliers costs including without limitation labour time, travel costs and committed subcontractor costs for rearranging.

3.8 Supplier shall attend Customer Site to carry out the Survey on the Survey Date. Customer shall ensure that access to Customer Site is provided on the Survey Date and shall be liable for Supplier's costs in the event that Customer fails to procure such access.

4 Forming Contracts

- 4.1 Customer shall have fourteen (14) days from receipt of a Quote to confirm to Supplier in writing that it accepts such Quote.
- 4.2 The parties shall populate the Contract Particulars Form with the agreed details from the Quote and upon signing a new Contract shall be formed which is subject to the terms of this Framework Agreement and any additional terms specified in the Contract.
- 4.3 This Framework Agreement and each Contract formed under it shall constitute a separate Contract. In the event of any ambiguity or inconsistency between the terms of a Contract agreed under the Framework Agreement and the Framework Agreement itself the terms of the Contract shall prevail.

5 Term and Termination

- 5.1 The Framework Agreement shall be effective for the Term stated in the Contract Particulars. If an Initial Term and Extension Term are specified, then unless Customer terminates Framework Agreement with six (6) months prior written notice the Framework Agreement shall continue for the Extension Term.
- 5.2 The termination or expiry of this Framework Agreement shall not end the operation of any Contract, each of which shall continue in force unless and until the relevant Contract is completed or terminated in accordance with its provisions.

Annex Part A: Request for Site Assessment Form

Request for Site Assessment date:	
Request for Site Assessment reference number:	
Extent of Design Services:	<p><i>[Survey only]</i></p> <p><i>[Survey and design pack]</i></p> <p><i>[None – desktop survey pricing only (for tender)]</i></p>
Customer contact:	<i>[name of Customer employee requesting site assessment]</i>
Customer contact details:	<i>[email address and telephone number]</i>
Customer:	<i>[name of end customer]</i>
Customer Site:	<i>[address of installation site]</i>
Customer Representative:	<i>[site manager name at customer site]</i>
Customer Representative Contact Details:	<i>[site manager email address and telephone number]</i>
Number of EV Charging Points Proposed:	<i>[details of EV charging points]</i>
Capability of EV Charging Points required:	<i>[define rate of charge required i.e. 16A/32A 1Ph or 3Ph]</i>
Proposed Site Assessment Date:	<i>[requested dates for site assessment]</i>
CDM Regulations:	<i>[Customer/Supplier is to act as principal designer and principal contractor.]</i>



Schedule 3: Supply of Electric Vehicle Charging Points & Related Services

Annex Part B: Contract Particulars Form

INTRODUCTION

These Contract Particulars is in respect of Drax Energy Solutions' supply of Services to Customer identified below. Once these Contract Particulars has been completed and signed by Supplier and Customer, Supplier and Customer will have a legally binding contract incorporating these Contract Particulars and subject to the Terms and Conditions attached.

These Contract Particulars apply to those Services marked as being applicable in the Details section to these Contract Particulars. Schedules relating to any Services not within the scope of the Contract shall not be applicable.

DETAILS

Customer Name	
Customer Registration Number	
Customer's Registered Address	
Customer's Contact Details	
Customer's Payment Details For Receiving Payments [if applicable]	

BOX #3: ELECTRIC VEHICLE CHARGING

Schedule 3 shall apply to the Contract.

Framework Agreement Reference					
Customer Options	Supply & Installation	<input type="checkbox"/>	Schedule 3A Applies		
	Maintenance Services	<input type="checkbox"/>	Schedule 3B Applies		
	Service Level Agreement (SLA)	<input type="checkbox"/>	Schedule 3C Applies		
	Payment Processing Services	<input type="checkbox"/>	Schedule 3D Applies		
	Lease Finance	<input type="checkbox"/>	Schedule 3E Applies		
Term(s)	From [date] to [date]				
Customer Site(s)	[Insert address(es)]				
Equipment Description					
Installation Works Description	[CDM Regulations: [Customer/Supplier is to act as principal designer and principal contractor.]				
Services Description	<ul style="list-style-type: none"> [Access to 24/7 customer support line]. [2] / [5] Business Day standard response time for site visit. [24-hour response time if there is a safety risk] [5 Business Day response time if charging is still possible.] [NOTE: if SLAs are agreed all response times should be deleted and state "Per agreed SLAs"]				
Warranty Period					
Equipment & Installation Payment(s)		Qty	Unit Price	Total Price (exc VAT)	
	Charging Points	[X]	£[X]	£[X]	
	Installation Works	[X]	£[X]	£[X]	
	[OZEV Grant Discount]	[X]	£[X]	£[X]	
	Total			£[X]	
Tariff(s)	[] pence per kWh				
Annual Service Payment(s)		Qty	Unit Price	Term	[Annual Price (exc VAT)]
	Maintenance Services	[X]	[X]	[X]	£[X]
	Customer Platform Services	[X]	[X]	[X]	£[X]
	Contactless Payment Processing Services	[X]	N/A	[X]	Determined by Contactless Payment Processing Provider per Transaction
	Mobile Phone App Payment Services	[X]	N/A	[X]	Determined by Payment Processing Services Provider per Transaction
	Total (exc VAT and payments for Payment Processing Services)				£[X]
Labour Rates for Additional Services					
Special Commercial Terms (if applicable)					