

1. **Definitions and Interpretation**

- 1.1 Some of the words and phrases in these Terms mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of these Terms.
- 1.2 The singular shall include the plural and vice versa and words denoting persons or entities shall include individuals, sole traders, partnerships, bodies corporate and unincorporated associations of persons.
- 1.3 The words 'include' or 'including' do not limit something to just the examples that follow.
- 1.4 Any reference to a specific law or regulation in the Terms includes that law or regulation as amended, replaced or extended.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.
- 1.6 A reference to **writing** or **written** includes e-mail.
- 1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.8 The Schedules form part of these Terms. References to clauses and Schedules are to the clauses and Schedules of these Terms.

2. **Commencement and terms**

- 2.1 The Install Partner shall provide the Services on a non-exclusive basis to Radius on these Terms.
- 2.2 The Install Partner shall provide the Services to Radius as detailed in the Order Confirmation from the Commencement Date.
- 2.3 The Contract is formed and comes into force on the Commencement Date.
- 2.4 The Terms contain the only conditions upon which Radius will deal with the Install Partner in relation to the Services, and they govern all Contracts relating to the Services to the exclusion of all other terms and conditions.
- 2.5 If the Install Partner carries out any work that is not agreed and confirmed in the Order Confirmation by Radius, the Install Partner shall be liable for these additional costs and will not be reimbursed by Radius.

3. **Install Partner's Obligations**

- 3.1 The Install Partner shall provide the Services, in accordance with the SLAs and Engineer Standards.
- 3.2 The Install Partner shall meet any performance dates specified in the SLAs or the Order Confirmation.

- 3.3 The Install Partner shall:
 - 3.3.1 observe and ensure that its employees and contractors observe all End Users' health and safety rules and regulations and any other reasonable security requirements that apply at any End User's premises; and
 - 3.3.2 inform Radius within 15 Business Days of any change of Control of Install Partner.
- 3.4 The Install Partner shall not promote or recommend any product or chargepoint that competes with the Radius Equipment to the End User.
- 3.5 The Install Partner warrants to Radius that:
 - 3.5.1 it will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
 - 3.5.2 the Services will conform with the Engineer Standards and all descriptions and specifications agreed in writing with the Install Partner from time to time; and
 - 3.5.3 the Services will be provided in accordance with all applicable legislation from time to time in force, and the Install Partner will inform Radius as soon as it becomes aware of any changes in that legislation.
- 3.6 For a period of two years after an installation, the Install Partner shall rectify any errors or omissions relating to the Services provided under a Contract to the reasonable satisfaction of Radius at no cost to Radius or the End User.
- 3.7 The Install Partner shall hold the Radius Equipment in Radius' name for the purposes of fulfilling any Order Confirmation. The Radius Equipment may not be used for any other purpose without the written consent of Radius.
- 3.8 Title to the Radius Equipment shall not pass to the Install Partner. Risk for the Radius Equipment shall pass to the Install Partner upon delivery of the Radius Equipment to the Install Partner and shall remain with the Install Partner until the Radius Equipment has been installed at an End User's premises in accordance with these Terms.
- 3.9 Until the Radius Equipment has been installed at an End User's premises, the Install Partner shall:
 - 3.9.1 store the Radius Equipment separately from all other goods held by the Install Partner so that they remain readily identifiable as Radius' property;
 - 3.9.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Radius Equipment; and

- 3.9.3 maintain the Radius Equipment in satisfactory condition and keep it insured on Radius' behalf for its full price against all risks with an insurer that is reasonably acceptable to Radius.
- 3.10 The Radius Equipment must be returned to Radius within 10 Business Days of a written request from Radius. The Install Partner shall provide access to its premises and any other premises that it stores Radius Equipment to enable Radius to collect any Radius Equipment at any time.
- 3.11 The Install Partner shall give written notice to Radius when it has insufficient complete chargepoints that could be used for the purposes of providing the Services, in order to maintain a working stock level that is sufficient to cover the expected level of orders.
- 3.12 The provisions of this clause 3 shall survive any performance, acceptance or payment pursuant to these Terms and shall extend to any substituted or remedial services provided by the Install Partner.

4. Radius' Obligations

- 4.1 Radius shall:
 - 4.1.1 co-operate with the Install Partner in all matters relating to the Services;
 - 4.1.2 provide, in a timely manner, such Radius Equipment and other information as Install Partner may require, and ensure that it is accurate in all material respects;
 - 4.1.3 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the receipt of the Services and use of the Radius Equipment;
 - 4.1.4 send to the Install Partner within reasonable time and at no cost to the Install Partner, such levels of Radius Equipment as are necessary for the Install Partner to cover the expected level of orders; and
 - 4.1.5 provide the Install Partner with all relevant information, End User contact and location details necessary in order to perform the Services.

5. Charges and Payment

- 5.1 In consideration of the provision of the Services by the Install Partner, Radius shall pay the charges as set out in the Order Confirmation.
- 5.2 The Install Partner will invoice Radius upon the completion of an electric vehicle chargepoint installation. Radius shall pay each invoice submitted to it by the Install Partner, in full and in cleared funds, within 30 days of the end of the month of the date of invoice to a bank account nominated in writing by the Install Partner.
- 5.3 All prices quoted or set out in the Order Confirmation are exclusive of VAT.

6. **Confidentiality**

- 6.1 Each party undertakes that it shall not at any time disclose to any person any confidential information, technical or commercial know-how, specifications, inventions, process or initiatives of the other party howsoever disclosed concerning the Services, business, customers, the identity of End Users (as applicable) or any member of the group of companies to which the other party belongs, except as provided in clause 6.2.
- 6.2 A party may disclose the other party's confidential information:
- 6.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 6; and
 - 6.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 6.3 Neither party may use the other's confidential information for any purpose other than to perform its obligations under these Terms.

7. **Indemnity, Insurance and Set Off**

- 7.1 The Install Partner shall indemnify and hold Radius harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, Radius as a result of or in connection with:
- 7.1.1 any claim made against Radius in respect of any liability, loss, damage, injury, cost or expense sustained by Radius, any End User or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of these Terms by the Install Partner; and
 - 7.1.2 any liability, loss, damage, injury, cost or expense sustained by Radius to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the storage of Radius Equipment by the Install Partner.
- 7.2 The Install Partner shall maintain in force, with a reputable insurance company, professional indemnity insurance and shall, on Radius' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.
- 7.3 Radius may at any time, without notice to the Install Partner, set off any liability of Radius to the Install Partner against any liability of the Install Partner to Radius, whether either liability is present or future, liquidated or unliquidated, and whether

or not either liability arises under these Terms. If the liabilities to be set off are expressed in different currencies, Radius may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Radius of its rights under this clause shall not limit or affect any other rights or remedies available to it under these Terms or otherwise.

8. **Data Protection**

- 8.1 Radius and the Install Partner acknowledge that, in respect of any Personal Data which the Install Partner processes on behalf of Radius in connection with these Terms, Radius shall be the Data Controller and the Install Partner shall be the Data Processor.
- 8.2 The Install Partner shall only collect, Process, store, and use Personal Data:
- 8.2.1 to the extent that such is necessary for the performance of these Terms and the improvement of the Services;
 - 8.2.2 in accordance with Radius' lawful, documented, and reasonable instructions (which shall, unless otherwise agreed, be to process Personal Data to the extent that such is necessary for the performance of these Terms and the improvement of the Services); or
 - 8.2.3 as required to comply with the Data Protection Laws.
- 8.3 Radius instructs the Install Partner to collect, Process, store and use the Personal Data for the purpose as included under clause 8.2 above.
- 8.4 Radius hereby consents to the Install Partner's appointment of subprocessors who may from time to time be engaged by the Install Partner in support of the Install Partner's provision of the Services to Radius. The Install Partner warrants that such third parties shall be legally bound to their respective obligations under the provisions of the Data Protection Laws as a Data Processor. The Install Partner shall notify Radius annually, upon request, of its subprocessors and if any processing is to take place outside of the United Kingdom or the European Economic Area.
- 8.5 Radius may revoke its consent for the Processing of Personal Data in relation to the Services at any time. Such revocation must be presented to the Install Partner in writing and shall not affect these Terms and will leave Radius' obligations (including payment obligations) under these Terms intact. Radius acknowledges that, as a result of such revocation, the Install Partner may not be able to provide the Services.
- 8.6 The Install Partner shall implement appropriate technical and organisational measures to protect any Personal Data collected under these Terms against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of Processing. Having regard to the state of the art and the cost of their implementation, such measures shall provide a level of security appropriate to the risks represented by the Processing and the nature of the data to be protected.

- 8.7 Upon becoming aware of any unauthorised disclosure of Personal Data, the Install Partner shall:
- 8.7.1 notify Radius without undue delay; and
 - 8.7.2 co-operate with Radius and take such reasonable commercial steps as are directed by Radius to assist in the investigation, mitigation and remediation of that Personal Data breach.
- 8.8 The Install Partner shall:
- 8.8.1 ensure that its employees who may have access to the Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
 - 8.8.2 cease processing the Personal Data within 120 days of the installation being completed and as soon as possible thereafter, either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains; and
 - 8.8.3 to the extent permitted by law, make available to Radius such further information and (as applicable) co-operate in the conduct of any audit or review exercise, as Radius may reasonably require to provide assurance that the Install Partner is in compliance with the obligations set out in this clause 8.
- 8.9 Radius as Data Controller warrants that:
- 8.9.1 it has all authority and consents necessary to enable the Install Partner to process the Personal Data in accordance with the Data Protection Laws for the purposes of these Terms; and
 - 8.9.2 it has complied with and shall continue to comply with the obligations of a Data Controller under the Data Protection Laws.
- 8.10 The Annex to these Terms sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject as required by Article 28(3) of GDPR or equivalent provisions of any Data Protection Laws. As between Radius and the Install Partner, nothing in the Annex confers any right or imposes any obligation on either Radius or the Install Partner.

9. **Limitation of Liability**

- 9.1 Nothing in these Terms limits or excludes the Install Partner's liability for:
- 9.1.1 death or personal injury caused by its negligence;
 - 9.1.2 fraud or fraudulent misrepresentation; or
 - 9.1.3 terms implied by statute or other applicable legislation.

9.2 Subject to clause 9.1, the Install Partner's total liability to Radius, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with each Order Confirmation shall be limited to £1,000,000.

10. **Force Majeure**

Neither party shall be in breach of these Terms or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

11. **Variation**

No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. **Rights and Remedies**

The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

14. **Severance**

14.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

14.2 If any provision or part-provision of these Terms is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. **Entire agreement**

15.1 These Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

15.3 Nothing in this clause shall limit or exclude any liability for fraud.

16. **Conflict**

If there is an inconsistency between any of the provisions of these terms and conditions and the provisions of the Order Confirmation, the provisions of these terms and conditions shall prevail.

17. **Assignment and Subcontracting**

17.1 Subject to clause 17.2, the parties shall not, without the prior written consent of the other, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms.

17.2 The Install Partner can enter into subcontracting arrangements provided that it:

17.2.1 ensures that Radius has the right under the Contracts (Rights of Third Parties) Act 1999 or otherwise, to enforce the terms of that subcontract as if it were the Install Partner;

17.2.2 ensures that the subcontract has a provision that enables the Install Partner to assign, novate or otherwise transfer any of its rights and obligations under the subcontract to Radius without restriction (including any need to obtain any consent or approval) or payment by Radius; and

17.2.3 does not terminate or materially amend the terms of any subcontract without Radius' prior written consent.

17.3 The Install Partner shall remain responsible for all acts and omissions of its subcontractors and the acts and omissions of those employed or engaged by the subcontractors as if they were its own.

18. **No Partnership or Agency**

18.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19. **Third Party Rights**

No one other than a party to these Terms, their successors and permitted assignees, shall have any right to enforce any of its terms.

20. Notices

20.1 A notice given to a party under or in connection with these Terms:

20.1.1 shall be in writing and in English or accompanied by an accurate translation into English;

20.1.2 shall be signed by or on behalf of the party giving it;

20.1.3 shall be sent to the party for the attention of the contact and at the registered office address (if it is a company), or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause; and

20.1.4 shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier.

20.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 20.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. Governing Law

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

Defined Terms

Agreement: the agreement signed by the parties.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in the United Kingdom are open for business.

Commencement Date: means the date determined by clause 1.3 of the Agreement.

Contract: means the Order Confirmation and these Terms agreed between Radius and the Install Partner for the supply of the Services that starts in accordance with clause 2.3

Control: means the transfer of shares or business to any other party, who is not at the Commencement Date the party which has day to day organisational control of the Install Partner.

Data Protection Laws: means:

a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;

b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of personal data.

The terms "Personal Data", "Process/Processing", "Data Controller", "Data Processor" and "Data Subject" shall have the same meaning as in the Data Protection Laws.

End User: the parties to whom Radius requires the Install Partner to provide the Services.

Engineer Standards: the engineer standards set out in Schedule 1.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679).

Install Partner: means the entity detailed on the Order Confirmation that is providing the Services to Radius.

Order Confirmation: means the confirmation sent by Radius to the Install Partner.

Radius: means the company in the Radius group of companies that is detailed in the Order Confirmation.

Radius Equipment: any electric vehicle charge points, equipment, systems, switchgear, cabling or other ancillaries provided by Radius and used directly or indirectly in the supply of the Services.

Services: the service of installation of electric vehicle charge point units and all associated civil engineering work at locations advised by the Install Partner under these Terms, together with any other services which the Install Partner provides or agrees to provide to Radius.

SLAs: the service levels set out in Schedule 1.

Terms: these terms and conditions, the Agreement, the Order Confirmation and any relevant invoices.

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: goods and sales tax chargeable under English law for the time being and any similar additional tax.

SCHEDULE 1

SLAs

- The Install Partner will make its first call attempt to the End User within 24 hours of receipt of an Order Confirmation, to advise that they are responsible for Radius' EV chargepoint installation.
- The Install Partner shall make 5 further contact attempts to the End User within 5 days of first call attempt.
- Any failed contact attempt shall be followed up by the Install Partner with an email to the End User (template is provided below).
- The Install Partner will confirm the time and date to carry out the installation with the End User and advise Radius of the same.
- When the installation is booked, the Install Partner will send the '**Appointment confirmation email**' (below) completing all the required fields. Also copy in [evinstallers@radiuspaymentsolutions.com]
- It is the responsibility of the Install Partner to contact the DNO and arrange appropriate confirmation of electrical supply.
- It is the responsibility of the Install partner to obtain the OZEV grant. The End User will obtain the necessary code which the Install Partner will use to process the claim for the rebate. If the application fails the Install Partner shall notify Radius and provide the full application and the response of OZEV.
- The Install Partner shall provide 48 hours-notice to the End User that the installation is due to take place or of any change to the installation time or date and the day before send an '**Appointment reminder email**' (below) completing all the required fields. Also copy in [evinstallers@radiuspaymentsolutions.com]
- If the installation date is changed, the Install Partner shall advise Radius of the booking changes.
- A home install should be completed within 3 weeks of the Order Confirmation and an office install within 6 weeks of the Order Confirmation unless otherwise agreed between the parties.
- The parties will agree a daily data exchange in an agreed format of all contact attempts, booking confirmations, completed installs, no shows etc.
- Any items of equipment that are faulty or new but not used must be returned by the Install Partner to Radius at the end of each week.
- If an End User has a complaint relating to the installation, the Install Partner shall use its reasonable endeavours to resolve such complaint within 4 Business Days.

Engineer Standards

- All units must be mounted securely and out of the way of water ingress or damp.
- It is the Install Partner's responsibility to ensure that all work, including civil engineering, is met and conforms to all applicable legal standards and regulations.
- Sufficient checks must be carried out to ensure that the unit is wired to the correct voltage supply and properly earthed.
- All electrical connections must be soldered, and heat shrink must be used to render the joint safe.
- Radius reserve the right to carry out installation and quality audits on the work carried out by the Install Partner, the results of these audits will be emailed to you. Any rectification work required following the audit will be invoiced to the Install Partner.
- The Install Partner's engineers must attend appointments on time, if the engineer is running late he must notify Radius and the End User.
- Any damage must be reported to the End User immediately and the End User compensated at the Install Partner's cost.
- All complaints from End Users need to be rectified without delay and rectified to the End User's satisfaction. Complaints are rectified at the Install Partner's cost.
- It is the Install Partner's responsibly to ensure that its engineers are qualified to carry out the installation work that they are attending including but not limited to having a locally recognised certification and registration with the local authority authorising them to install electric vehicle chargepoints.
- The decision in relation to who installs equipment for Radius and its End Users remains solely with Radius. Allocation of installation work for a given End User does not guarantee that all future work for that End User will be performed by the same engineer / contractor. Radius may at any time appoint a different contractor to perform the installation of the electric vehicle chargepoint for an End User should this be deemed necessary.

Failed contact attempt (example)

Good Morning/ Afternoon,

We have been trying to contact you on behalf of [] regarding the installation of your electric vehicle chargepoint.

Can you please call our office on (add telephone number) or email us at (add email address)? To arrange your installation.

Thank you

Your company details

Appointment confirmation email (example)

Good Morning/ Afternoon,

I am contacting you on behalf of [] regarding the installation of your electric vehicle chargepoint.

Please find below confirmation of your appointment booking:

Company Name:

Contact:

Address:

Date:

The appointment will take place at (ADD TIME) and the engineer will contact you upon arrival.

We will do our best to facilitate your time preference however, we may not be able to guarantee this.

If you have any questions regarding the installation please contact our bookings team on (Add Engineering Company telephone number).

Thank you

(Your company details)

Appointment reminder email (example)

Good Morning/ Afternoon,

I am contacting you on behalf of [] with regards to the installation of your electric vehicle chargepoint.

You are currently booked in for an appointment for tomorrow (DATE) at (ADD TIME) and we are contacting you to confirm that this appointment is still suitable to proceed with.

Please contact our booking team on (Add Engineering Company telephone number). if you need to make any amendments to your appointment and will be happy to assist.

Thank you

Annex: Personal Data

This Annex includes certain details of the processing of the personal data as required by Article 28(3) GDPR or equivalent provisions of any data protection law.

Subject matter and duration of the processing of the Personal Data

The subject matter and duration of the processing of the personal data are set out in these Terms.

The nature and purpose of the processing of the Personal Data

The nature and purpose of the processing of the personal data are set out in these Terms.

The types of the Personal Data to be Processed

The contact details of individuals at the End User to enable the Install Partner to contact them and arrange the installation.

The categories of Data Subject to whom the Personal Data relates

The individuals employed by the End User.

The obligations and rights of the data controller

The obligations and rights of the data controller and data controller are set out in these Terms.