

Energia Purchased Electric Vehicle Charge Point Customer Terms and Conditions

1. BACKGROUND

- 1.1 Energia offers electric vehicle charge points to its customers. Energia has arranged for a third-party contractor to provide the electric vehicle charge point to you the customer under these Terms and Conditions.
- 1.2 These Terms and Conditions are in addition to Energia's supply Terms and Conditions which govern your energy supply with us. If there is any conflict between these Terms and Conditions and Energia's supply Terms and Conditions, then Energia's supply Terms and Conditions shall prevail except in relation to limitation of liability which is set out in detail below.

2. INFORMATION ABOUT ENERGIA

The following definitions apply to this Agreement:

- 2.1. "**Additional Costs**" means costs due from the customer that may be determined during a video survey, on site survey or at the time of the installation following identification of a Non-Standard Installation, as presented to the Customer for agreement.
- 2.2. "**Cancel**" means where the customer decides that they do not want to proceed with this contract and exercises their statutory right as a consumer to cancel this contract without any charges during the 14-day cooling off period.
- 2.3. "**Cancellation Notice**" means a written notice that the customer serves on Energia to inform Energia that they wish to exercise their right to cancel this contract.
- 2.4. "**Conditions**" means the Terms and Conditions set out in this document.
- 2.5. "**Contract**" means this contract between Energia and the customer for the sale and purchase of the Electric Vehicle Charging Point.
- 2.6. "**Contractor**" means any independent Contractor(s) appointed by Energia for the purposes of conducting the services under this contract.
- 2.7. "**Cooling-off Period**" means the time period of 14 days from entering the Contract within which the Customer has the right to cancel this contract pursuant to the terms of this Contract.
- 2.8. "**Customer**" means the Customer purchasing or receiving free of charge the Electric Vehicle Charging Point.
- 2.9. "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the Ireland including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive

2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 2.10. "**Delivery Date**" the date for delivery and installation of the Electric Vehicle Charge Point as specified by Energia.
- 2.11. "**Device Manufacturer**" means the manufacturer of the Electric Vehicle Charge Point.
- 2.12. "**Electric Vehicle Charging Point**" means the Electric Vehicle Charge Point supplied by Energia under these conditions.
- 2.13. "**Force Majeure Event**" means an event or circumstance beyond a party's reasonable control.
- 2.14. "**Installation Location**" means the specific location on the site or structure where the Electric Vehicle Charge Point shall be installed.
- 2.15. "**Non-Standard Installation**" means any installation that is not a standard installation, and which shall be determined and advised by Energia or their engaged third-party contractor to the customer.
- 2.16. "**Price**" means the total price payable by the Customer for the services, incl VAT. For clarity, the price is quoted for standard installation only and does not include additional costs as set out in point 2.1.
- 2.17. "**Qualification Criteria**" means:
- a) Having purchased an Electric Vehicle Charge Point through Energia's Smart Home Store.
 - b) Your premises must be suitable for an Electric Vehicle Charge Point Installation and any permissions required have been obtained.
- 2.18. "**Services**" means the installation of the Electric Vehicle Charge Point at the domestic site, which for the avoidance of doubt, shall exclude incidental, maintenance or ongoing support services.
- 2.19. "**Standard Installation**" means an installation that can be carried out at the domestic site without any additional site preparation works, work person man hours or additional equipment to install the Electric Vehicle Charge Point and shall include:
- Up to 15 meters of cabling
 - Wiring single phase
 - Wall breakthrough x2
 - 32 amp isolator
 - Sub board
 - Video Survey
- a) Installation of the device where the consumer unit (fuse board) is no more than **15 meters** from the proposed position of the exterior charge point. **Customers**

will incur an additional charge if they wish to have the exterior charge point installed more than these 15 meters from the fuse board.

- b) Fuse board is trip switch type. In the event that the fuse board is not trip switch type, the fuse board would need to be upgraded in line with Safe Electric guidelines at Customer's own cost and by Customers own registered Contractor.**
- c) 16 Square mains cable is present. In the event of old mains wiring, this would need to be upgraded to 16 Square Mains in line with Safe Electric guidelines at customer's own cost and by customers own registered contractor.**
- d) Earth Rod is present, visible, and available for testing at the customer premises where the Electric Vehicle Charge Point is to be installed. In the event the Earth Rod is not present, visible, and available for testing, this would need to be installed in line with Safe Electric guidelines at the Customer's own cost and by the Customers own registered Contractor.**

2.20. "Site" means the domestic address at which the services are to be performed.

2.21. "We", "us" "our" or "Energia" means Energia Customer Solutions Limited t/a Energia.

3 INTERPRETATION

3.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

3.2 Any phrase introduced by the terms including, include or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3.3 A reference to writing encompasses any written correspondence including emails.

4 BASIS OF CONTRACT

4.1 These conditions apply to the Contract including exclusions of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of business.

4.2 The acceptance of terms and ordering of the Electric Vehicle Charge Point constitutes an offer by the Customer to purchase the Electric Vehicle Charge Point in accordance with these conditions. It is accepted by Energia by the processing of the relevant order and sending confirmation of the same to the Customer.

4.3 To participate and enter into this Contract, the Customer must meet the qualification criteria as outlined in 2.17.

5 THE SEAI-GRANT PROCESS

- 5.1 The Customer acknowledges that grant payments may be available in relation to the installation of the Electric Vehicle Charge Point. To avail of any such grants from SEAI the Customer must apply for a grant from the SEAI independently **before** installation of your Electric Vehicle Charge Point takes place. Any such grant is subject to the SEAI's eligibility criteria and their terms and conditions. The Customer is solely responsible for applying for the grant and ensuring grant forms are available for completion by the installer on the day of installation.
- 5.2 Energia makes no representation or warranty that the Electric Vehicle Charge Point is suitable for you or that you will be eligible for a grant from the SEAI.
- 5.3 Energia has no control or involvement in grant applications, payments or payment delays, the Customer must contact the SEAI directly for such queries.

<https://www.seai.ie/grants/electric-vehicle-grants/electric-vehicle-home-charger-grant/>

6 CUSTOMER'S OBLIGATIONS

- 6.1 The Customer agrees and acknowledges that they are responsible for obtaining all necessary consent, permissions, and approvals for the installation of the Electric Vehicle Charge Point at the Site.
The Customer shall fully indemnify Energia in the event that Energia suffers a claim or loss arising from the action of any third party as a result of the Customer's failure to obtain the necessary consent.
- 6.2 The Customer shall ensure that the Site is safe and free from any obstructions or hazards prior to the performance of the Services. The Customer shall be responsible for the costs of all additional work required to bring a site up to a Safe Electric standard to allow a safe standard installation.
- 6.3 The Customer acknowledges and agrees that, for Energia to be able to commence and complete the services the customer must allow Energia and its Contractors access to the Site to perform the services; if the Customer is not available at the time of the agreed appointment without giving at least 24 hours' notice to the installation team, Energia reserves the right to withdraw from the agreed timeframe for the installation until the next installation appointment becomes available in your area.
- 6.4 Provide to Energia such information and documentation as Energia reasonably requires and to update Energia when any of the Customer's information (including personal data) changes.
- 6.5 Co-operate with Energia and its Contractors and provide such assistance as Energia reasonably requires performing the services; and

6.6 Make available to Energia and its Contractors such power supplies, facilities, working space and access to the installation location, at no cost and as Energia reasonably requires.

6.7 The Customer acknowledges and agrees that it shall:

- a) Follow the Device Manufacturer's instructions for the use of the Electric Vehicle Charging Point.
- b) Register the Electric Vehicle Charge Point on the product manufacturers website failure to do so may invalidate the Device Manufacturer warranty (details of which are set out in clause 8 below)
- c) Shall be responsible for providing suitable internet communication systems to enable the Electric Vehicle Charge Point to function in accordance with the Device Manufacture's recommendations.

6.8 The Customer accepts that any queries, troubleshooting or faults on Electric Vehicle Charge Point Unit or Apps associated with the product are at the responsibility of the customer to liaise with the product manufacturers directly.

6.9 The Customer agrees that post installation:

- a) They will be responsible for any damage to or interference with the Electric Vehicle Charge Point or its associated installation, whether caused through the incorrect operation of the Electric Vehicle Charge Point or otherwise; and
- b) They will be responsible for ensuring that they use the Electric Vehicle Charge Point in accordance with the user manual and/or manufacturer's instructions and that any required maintenance checks are carried out on the Electric Vehicle Charging Point.

6.10 The Customer acknowledges that it may be necessary to make certain changes to the settings on the Customer's existing equipment and to physically integrate the Electric Vehicle Charge Point with the Customer's equipment. The Customer shall be responsible for satisfying themselves as to the compatibility of the Electric Vehicle Charge Point with the Customer's equipment.

6.11 The Customer irrevocably undertakes to Energia not to take any steps to claim against Energia in respect of any damage, loss or expense arising out of the change of settings to the Customer's equipment or integration of the Electric Vehicle Charge Point.

6.12 For the avoidance of doubt, Energia shall not be liable for any damage or wear and tear or variation of output of the Customer's equipment because of the operation of the Electric Vehicle Charge Point or incompatibility of the Electric Vehicle Charge Point with the Customer's equipment.

7 SUPPLIER'S OBLIGATIONS

- 7.1 Energia and their third-party installation partners shall be responsible for installing the Electric Vehicle Charge Point at the delivery location.
- 7.2 Energia will endeavour to offer the most attractive device available but are not responsible to the quality or functionality of the device or applications related to it.

8 QUALITY & WARRANTIES

- 8.1 The Electric Vehicle Charge Point is provided with the Device Manufacturer's Warranty for a period of 36 months (3 years) from the point of installation at the Site. This excludes charging cables and their connectors which are warranted for 12 months (1 year).
- 8.2 The terms of the Device Manufacturer's Warranty are available from Energia on request.
- 8.3 Please note that to make a claim under the 'Device Manufacturer's Warranty' you must notify the manufacturer as soon as the issue arises and make no further use of the Electric Vehicle Charge Point after the manufacturer has been notified.. The Customer shall comply with all reasonable requests from Energia and the manufacturer in relation to the Electric Vehicle Charge Point if a claim has been made under the 'Device Manufacturer's Warranty.'
- 8.4 Energia carries no liability under the terms of the' Device Manufacturer's Warranty.'
- 8.5 In respect of installation, Energia's trusted third party provides a 12-month installation warranty from the date of installation and should be contacted directly.
- 8.6 If a customer tampers with, modifies, alters, or damages the device in any way or uses it incorrectly it may void their warranty.

9 SERVICES

- 9.1 Energia's third party Contractor shall arrange with the Customer, a date on which the services will be carried out at the domestic site.
- 9.2 The Parties agree that time will not be of the essence with respect to the provision and completion of the services by Energia (including, but not limited to, any services that are preparatory, ancillary, or subsequent to the provision and completion of the Services).
- 9.3 Energia warrants to the Customer that the services will be provided using reasonable care and skill following best practice guidelines and meeting all regulatory standards.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Customer acknowledges that the Electric Vehicle Charge Point contains Intellectual Property Rights which are valuable and unique to the Device Manufacturer. The Customer undertakes not to (and shall not permit any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt, or make error corrections to the Electric Vehicle Charging Point, without the prior written authorisation of the device manufacturer.
- 10.2 The Customer acknowledges and agrees that damages may not be a sufficient or adequate remedy for breach of paragraph 10.1 and that Energia reserves all its rights in relation to enforcement of paragraph 10.1.

11 TITLE AND RISK

- 11.1 The title in the Electric Vehicle Charge Point will not pass to the Customer until the services have been completed to the acceptance of both Energia and the Customer and Energia has received full payment of the price and all other sums that are due from the Customer to Energia.
- 11.2 Until such time as title to the Electric Vehicle Charge Point passes from Energia, the Customer shall, upon request, return possession of the Electric Vehicle Charge Point to Energia and allow Energia access to remove the Electric Vehicle Charge Point. Energia may enter the site in order to repossess the Electric Vehicle Charge Point.
- 11.3 Except during the performance of the services, the Electric Vehicle Charge Point shall be kept by the Customer at their sole risk, from the point of delivery to the site.

12 PRICE AND PAYMENT

- 12.1 By accepting the Terms of this Contract, the Customer is agreeing to pay the price of installation and any associated costs and comply with all terms upon which the price for the services has been quoted.
- 12.2 Energia reserves the right to amend the price once the services have commenced and any changes to the price will be presented to the Customer for agreement.
- 12.3 For the avoidance of doubt the price is based on a Standard Installation. If a Non-Standard Installation is required, then Energia or its third-party contractor shall inform the Customer of the amended price for the services.
- 12.4 For the avoidance of doubt, the Customer may reject any changes to the price and may cancel the services in which case paragraph 14 shall apply.
- 12.5 The Customer must make full payment of the price to Energia before services can commence.

12.6 Payment of any additional costs,, must be paid by the Customer before works can commence.

12.7 The Contractor shall make one video survey and one visit only to install the Electric Vehicle Charging Point. Any further visits to the premises for the purpose of inspecting the premises or installing the Electric Vehicle Charge Point shall be subject to further costs payable directly to the Contractor by the customer. You agree that Energia have no control over such further costs and shall not be liable for same.

13 CANCELLATION

13.1 The Customer may cancel this Contract by sending a Cancellation Notice in writing to Energia at the specified address Smartstore@energia.ie.

13.2 before any Electric Vehicle Charge Point is installed or

13.3 within the fourteen (14) day Cooling-off Period.

13.4 Within fourteen (14) days of Energia receiving the Cancellation Notice, the Customer shall, at their cost, return the undamaged, working Electric Vehicle Charge Point to Energia unopened in its original packaging and in an operational and saleable condition.

13.5 For the avoidance of doubt, the acceptance of the returned Electric Vehicle Charge Point shall be at the sole discretion of Energia. Where Energia reasonably considers that the Electric Vehicle Charge Point does not meet the requirements in paragraph 13.4 above, Energia reserve the right to deduct costs up to the value of the Electric Vehicle Charge Point from any refund due to the Customer.

13.6 Subject to paragraph 13.4 above, Energia will refund to the Customer all monies paid within 14 days of Energia receiving both the written Cancellation Notice and the returned Equipment via original payment method.

13.7 With the exception of circumstances beyond the reasonable control of the Customer, the Customer shall provide Energia and its Contractors with a minimum of 24 hours' notice to cancel their appointment with no charge being incurred. Failure to provide such notice may incur a fee of €100 to reschedule their appointment which must be paid in advance of a new appointment being scheduled.

14 TERMINATION

14.1 Without limiting its other rights or remedies, Energia may terminate this Contract with immediate effect by giving written notice to the Customer if:

14.2 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within twenty days of that party being notified in writing to do so

14.3 Without limiting its other rights or remedies, Energia may terminate the Contract with immediate effect by giving written notice to the Customer if:

14.4 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment: or

14.5 Energia's agreement with the manufacturer of the Electric Vehicle Charge is terminated for any reason.

14.6 Termination of the Contract shall not affect Energia's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

14.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15 LIMITATION OF LIABILITY

Nothing in these Conditions shall limit or exclude Energia's liability for:

15.1 death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors (as applicable); fraud or fraudulent misrepresentation:

15.2 Energia shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

15.3 Energia's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £/€1,000.

16 FORCE MAJEURE

16.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract, other than its payment obligations, if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this Contract by giving 30 days' written notice to the affected party.

17 DATA PROTECTION

17.1 Protecting our customer's Personal Data is important to us. Please see our Privacy Statement for details of how we collect, use, store, share and protect your personal data in compliance with Data Protection Legislation.

17.2 You acknowledge and agree that the Electric Vehicle Charge Point in conjunction with the Device Manufacture's software will automatically download data to and from the Electric Vehicle Charge Point and this data will automatically be forwarded to Energia. Energia reserves the right to analyse this information for the purpose of evaluating the effectiveness of the Electric Vehicle Charge Point and improving its business services.

17.3 Notwithstanding the generality of Clause 17.2 above, you have the right to request the erasure of your personal data obtained. You should let us know if you require us to erase your personal data by contacting our Data Protection Officer at Dataprotection@energia.ie or in writing addressed to Data Protection Officer, The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H.

18 GENERAL

18.1 Assignment and other dealings

18.1.1 Energia may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract.

18.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Energia.

18.2 Confidentiality

18.2.1 Each party undertakes that it shall not at any time during the term of this Contract and for a period of two years after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party except as permitted by paragraph 18.2.2.

18.2.2 Each party may disclose the other party's confidential information:

(A) to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or conducting its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this paragraph 18.2; and

(B) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(C) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

18.3 Entire agreement.

- 18.3.1 This Contract constitutes the complete and exclusive statement of agreement and understanding between Energia and the Customer, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements, or representations, whether oral or written, with respect to the subject matter hereof
- 18.3.2 The Customer acknowledges and agrees that no representations were made prior to the entering into of this Contract and that, in entering into this Contract, do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out or referred to in this Contract.
- 18.3.3 Nothing in this Contract shall exclude or limit Energia liability for fraudulent misrepresentations or shall exclude (but this Contract does limit) Energia for any fundamental misrepresentation (including any misrepresentation as to a matter fundamental to his ability to perform its obligations under this Contract, on the part of Energia).
- 18.3.4 Without prejudice to the provisions of this paragraph, the only remedy available to Energia for breach of this Contract shall be for breach of contract under the terms of this Contract.

18.4 Variation.

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

18.5 Waiver.

A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- 18.5.1 waive that or any other right or remedy; nor
- 18.5.2 prevent or restrict the further exercise of that or any other right or remedy.

18.6 Severance

If any provision or part-provision of the Contract 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 paragraph shall not affect the validity and enforceability of the rest of the Contract.

18.7 Notices

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to Energia at The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H and the Customer to its address specified in its order or such other address as that party may have specified to the other party in writing in accordance with this paragraph, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

18.7.1 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in paragraph 18.7; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

18.7.2 The provisions of this paragraph shall not apply to the service of any proceedings or other documents in any legal action.

18.8 Third party rights

No one other than a party to this Contract shall have any right to enforce any of its terms.

18.9 Governing law

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

18.10 Jurisdiction

Each party irrevocably agrees that the Courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Steps in customer journey when purchasing an Electric Vehicle Charge Point through the Energia Smart Home Store (excluding brand partnership offers)

1. The Customer will purchase the Electric Vehicle Charge Point that suits the customers' needs
2. The Customer will receive an invoice via email which is used for claiming of the available grant through the SEAI if eligible
3. The Customer will be contacted by Energia's trusted third party to arrange a video survey to assess suitability of premises (this is included at no cost to the customer)
4. The Customer will make themselves available at the time of the video survey and ensure sufficient internet access is available to the device
5. If no additional works are required scheduling of appointment for installation will be arranged
6. Any additional works which can be completed by Energia's third party noted at the time of the video survey will be notified to the customer via email from Energia along with a link to customer specific payment page.
7. Any additional works which cannot be completed by Energia's third party will be notified to the customer via email.
8. Once payment is received by Energia the customer will be contacted to arrange a suitable date for installation of the Electric Vehicle Charge Point
9. On the day of installation, it is required that the installation partner has access to the property, with a person over the age of 18 who is responsible for the works and has relevant permissions.