

Electric Vehicle Charger Terms & Conditions



1. Agreement for EV charge points

1.1 Rydal Energy shall supply, and the Customer shall purchase the Charger and Services in accordance with the Order Form and these terms and conditions (the "Contract").

1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such Order Form is accepted or purported to be accepted, or any such order is made or purported to be made, by Rydal Energy.

2. Definitions and Interpretation

In this Contract, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day" means any day other than a Saturday, Sunday or bank holiday in England;

"Business Hours" means Monday to Friday, 9am to 5pm

"Charger(s)" means the electric vehicle charger(s) which Rydal Energy will supply in accordance with this Contract and (if applicable) all associated hardware required for the operation of such electric vehicle charger as specified in the Quotation;

"Commencement Date" means the date Rydal Energy started to provide services;

"Confidential Information" means information which is disclosed by Rydal Energy to the Customer, or by the Customer to Rydal Energy, in connection with this Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential, or marked as such);

"Contract" has the meaning in clause 1.1;

"Contract Price" means the price stated in the Order Form payable for the Charger and the Installation Services. For the avoidance of doubt any prices in the Quotation which do not relate to the price for supply of the Charger or the Installation Services provided under this Contract shall not form part of the Contract Price;

"Customer" means the authorised person who accepts a Quotation from Rydal Energy for the sale of Charger and supply of the Installation Services;

"Delivery Date" means the date on which the Charger is to be delivered as stipulated in clause 5.2;

"DNO" means the Site's local distribution network operator;

"Rydal Energy" means Rydal Utilities Ltd, a company registered in England under 10221 034 of Elwes house, 19 Church Walk, Peterborough, Cambs, PE1 2TP and includes all employees and agents of Rydal Energy Ltd;

"Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, fire, storm, tempest, drought, earthquake, or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical, or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; (g) interruption or failure of utility service such as a power failure, internet service provider failure; (h) any labour or trade dispute, strikes, industrial action or lockouts; and/or (i) any supply interruptions, import delays or customs issues.

"Installation Date" means the date that the Charger is to be installed at the Site as specified in the Quotation or otherwise agreed in writing between Rydal Energy and the Customer, if different from the Delivery Date;

"Installation Services" means the installation of each Charger;

"Maintenance" where applicable the contract for the supply of maintenance services;

"Minimum Term" the minimum term that applies to the Maintenance Services, EV Charging Services and Software Services and unless stated otherwise on the order form the period will be for a minimum of three years commencement date;

"Month" means the calendar month;

"Postponement Fee" means a fee payable by the Customer if the Delivery Date is postponed by two months or more following written notice by the Customer. This fee is stipulated at Rydal Energy's discretion;

"Order Form" means the order form document with these terms and conditions which sets out the Contract Price;

"Site" means the site where the Charger is to be installed as specified in the Quotation.

"Specification" has the meaning in clause 4.2.

"Workplace Charging Scheme" is a grant provided by the Office of Zero Emission Vehicles that reduces the purchase and installation costs of a workplace charge point.

2.1 Unless the context otherwise requires, each reference in this Contract to:

(a) "writing", and any cognate expression, includes a reference to any communication effected by electronic or similar means;

(b) a statute (meaning a written law passed by the government) or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

(c) a clause is a reference to a clause of this Contract; and

(d) "Party", "the Parties" or "Each Party" refers to the parties to this Contract.

2.2 The headings used in this Contract are for convenience only and shall have no effect upon the interpretation of the Contract.

3. Basis of Sale and Service

3.1 Rydal Energy will supply the Charger and provide the Installation Services in accordance with the terms of the order form.

3.2 This Contract shall take effect and become binding on the Parties on the Commencement Date.

3.3 Rydal Energy's employees or agents are not authorised to make any representations concerning the Charger or Services unless confirmed by Rydal Energy in writing. In entering the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not in this Contract.

3.4 Rydal Energy may amend sales literature, price lists and other documents issued by Rydal Energy in relation to the Charger and Services without notice and these documents will not constitute offers to sell the Charger which are capable of acceptance.

3.5 Any typographical, clerical, or other accidental errors or omissions in any sales literature, proposal document, Quotation, price list, acceptance of offer, invoice or other document or information issued by Rydal Energy shall be subject to correction without any liability on the part of Rydal Energy.

3.6 Any quotation issued by Rydal should not constitute an offer.

3.7 Supply of maintenance services, EV charging rental and software rental shall commence on the commencement date and shall continue for the minimum term and the term after the contract shall automatically extend for three years (Extended Term) at the end of the minimum term and at the end of each extended term.

3.8 A party may give notice to the other party in writing no later than 90 days before the end of the minimum term or the relevant extended term, to terminate services.

3.9 Rydal is not responsible for the cost of your energy supplied by your chargers.

4. Charger Specification

4.1 Rydal Energy will ensure each Charger:

(a) complies with any requirements specified in the Quotation;

(b) is new at the point of installation;

(c) is not the subject of any security interest or adverse title, other than any security interest approved by the Customer (not to be unreasonably withheld or delayed);

(d) complies with all applicable laws, regulations, standards, grid and communication requirements as set out in this Contract;

(e) is compatible with software provided by third parties and is compliant with OCPP 1.6J+ and shall maintain industry-standard minimum versions which can be used with any network provider;

(f) is ISO 15118 compliant;

(g) has the capability for ad-hoc pay as you go contactless card payment or magnetic stripe payment card payment, without the requirement for a membership scheme;

4.2 Illustration, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by Rydal Energy are intended as a guide only and shall not be binding on the Parties.

4.3 Rydal Energy reserves the right to make any changes to the Specification which are required to conform with any applicable safety or other statutory or regulatory requirements or which do not materially affect the Charger's quality or performance.

5. Delivery

5.1 Rydal Energy shall deliver the Charger to the Site specified.

5.2 The Delivery Date will be approximately 4 – 6 weeks' following the Commencement Date unless otherwise specified in the order form. If Rydal Energy is unable to arrange a Delivery Date within six weeks of the Commencement Date due to import delays, this will be considered a Force Majeure Event and clause 18 will apply. Time for delivery shall not be of the essence unless previously agreed by Rydal Energy in writing. The charger may be delivered by Rydal Energy in advance of the Delivery Date upon giving reasonable notice to the customer.

5.3 If the Customer fails to take delivery of the Charger or any part of it on the Delivery Date and/or fails to provide any access, instructions, documents, licences, consents or authorisations required to enable the Charger to be delivered on the Delivery Date, Rydal Energy shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Charger. If the Charger is stored in these circumstances, risk in the Charger shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall reimburse Rydal Energy for all Rydal Energy's reasonable costs and expenses including storage and insurance charges arising from such failure.

6. Non-Delivery of Charger

6.1 If Rydal Energy fails to deliver the Charger on the Delivery Date other than for reasons outside of Rydal Energy's reasonable control or it is Rydal Energy's fault or the carrier's fault and thirty (30) days following receipt of written notice from the Customer reporting such failure Rydal Energy still fails to deliver the Charger within thirty (30) Business Days after receiving such notice, the Customer may terminate the Contract and Rydal Energy shall return to the Customer any advance payment made by the Customer to Rydal Energy under this Contract. Rydal Energy shall have no further liability for failure to deliver by the Delivery Date.

7. Installation Services – Rydal Energy's obligations

7.1 Rydal Energy will provide the Installation Services:

- (a) using reasonable care and skill;
- (b) in accordance with Quotation in all material respects; and
- (c) using reasonable endeavours to keep noise and disruption to the Customer's operations to a minimum.

7.2 If the Customer wishes to delay the Installation Services, the Customer must give written notice at least seven (7) Business Days in advance of the Installation Date specified in the Quotation. If the Installation Services are delayed beyond three months from the original Installation Date as agreed in the Quotation, Rydal Energy reserves the right to charge a Postponement Fee of £200+VAT per charge point socket.

7.3 Rydal Energy will use reasonable endeavours to work in accordance with any Site access restrictions which have been communicated in writing to Rydal Energy, its consultants and subcontractors ahead of the Installation Date. However, the Customer agrees to be flexible and extend Site access times if reasonably required by Rydal Energy to properly perform the Installation Services.

7.4 A survey will be completed at the Customer's convenience ahead of providing the Installation Services by one of the following methods:

- (a) an authorised representative of Rydal Energy will attend the Customer's Site and conduct a survey which the Customer will sign to confirm acceptance of the results of the survey; or
- (b) Rydal Energy may ask the Customer to complete a customer conducted survey and will when requests require the results back to Rydal Energy as soon as reasonably practicable,
- (c) The Customer acknowledges and agrees that the contents of this survey and the pricing offered for the Installation Services as outlined in the Order Form do not consider any event, material, surface, substance or equivalent that is unforeseen at the date of the survey which extends the duration, cost or other incidence that materially impacts the Charger and/or Installation Services. Rydal Energy withholds the right to charge the Customer for any costs incurred by Rydal Energy, its consultants and contractors due to any activity not expressly identified and set out in the Quotation or survey or any unforeseen events, materials, surfaces, substances or equivalent which materially impacts the Charger and/or Installation Service.

7.5 It is the Customer's responsibility to ensure that the Site is suitable for the installation of the Chargers. This includes but is not limited to, completion of all internal administrative tasks and sign offs ahead of the installation of the Chargers. If the Customer fails to ensure that the Site is suitable for installation of the Chargers or if any unforeseen event, material, surface, substance or equivalent arises at the Customer's Site that materially impacts the Charger and/or Installation Service and may extend the duration of the contract and cost, Rydal Energy reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the Contract Price to reflect any increase in the cost to Rydal Energy.

7.6 Rydal Energy shall use reasonable endeavours to complete Rydal Energy's obligations under the Contract on the Installation Date, but time will not be of the essence in performance of such obligations.

8. Installation Services – Customer obligations

The Customer shall:

- (a) ensure that the terms of the Order Form are complete and accurate;
- (b) co-operate with Rydal Energy in all matters relating to the Charger and Installation Services;
- (c) provide Rydal Energy, its consultants and subcontractors, with access to the Site and other facilities as reasonably required by Rydal Energy to provide the Charger and Installation Services during Business Hours;
- (d) prepare the Site for the supply of the Charger and Installation Services. Such preparations include but are not limited to:
 - (i) cleaning and tidying the working area ahead of installation;

- (ii) making available electricity supply as detailed in the pre-installation survey carried out by Rydal Energy in accordance with clause 7.4. Rydal Energy, its consultants and subcontractors, will not be responsible for any increase in electrical capacity required for the Chargers, save for when any increase is expressly included in the Quotation. If Rydal Energy arrives on Site to provide the Installation Services and the required electrical capacity for the Chargers is not available, Rydal Energy may charge the Customer for its costs incurred obtaining the suitable electrical capacity; and

- (iii) ensuring there will be no restrictions placed on Rydal Energy, its consultants and subcontractors by any neighbours, local authorities or otherwise;

- (e) provide Rydal Energy, its consultants and subcontractors with such information and materials as Rydal Energy may reasonably require in order to supply the Charger and Installation Services and ensure that such information is complete and accurate in all material respects. Such information and materials include but are not limited to any (i) working restrictions (ii) mandatory Site and safety inductions (iii) Site restrictions or (iii) special conditions which may impact the efficient installation of the Charger and Installation Services;

- (f) if a Force Majeure Event occurs which materially impacts the provision of the Installation Services, Rydal Energy reserves the right to recover any additional costs incurred in continuing to provide the Installation Services, whether during or after any such Force Majeure Event, or for any lost labour costs incurred by Rydal Energy as a result of delay due to such Force Majeure Event;

- (g) obtain and maintain all necessary licences, permits, permissions and consents which may be required for the Charger and Installation Services before the Installation Date. These include but are not limited to any (i) permits to work (ii) agreements with any contractors which may be required before entering the Site; or (ii) grid connection agreements (unless otherwise specified in the Quotation);

- (h) reimburse Rydal Energy for any lost labour costs incurred by Rydal Energy if Rydal Energy, its consultants or subcontractors (as applicable) are unable to access the Site on the Installation Date due to the Customer's failure to comply with its obligations under this clause;

- (i) be responsible for any costs:

- (i) imposed by National Grid or the DNO in relation to connection of the Charger and the Site to the grid and for any grid reinforcement works associated with the Chargers; and/or

- (ii) imposed in relation to connection of the Charger and Site to a telecommunications network;

- (j) comply with all applicable laws, including health and safety laws; and

- (k) comply with any additional obligations as set out in the Order Form.

9. Price

9.1 Rydal Energy reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the Contract Price to reflect any increase in the cost to Rydal Energy which is due to any factor beyond Rydal Energy's control. This includes, without limitation, alteration of duties, significant increase in the costs of labour, software, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Charger and Installation Services which are requested by the Customer, or any delay caused by any of the Customer's instructions or the Customer's failure to give Rydal Energy adequate information.

9.2 Except as otherwise stated under the terms of the Quotation and unless otherwise agreed in writing between the Parties, all prices are inclusive of the charges for packaging and delivery.

9.3 Unless otherwise stated, prices are exclusive of amounts in respect of VAT and shipping costs.

9.4 Rydal Energy reserves the right to increase its maintenance and software service charges in line with the retail price index. The increase will take effect in March of each year and will reflect February of that year's RPI rate. If the retail price index is negative, there will be no increase that year. In such circumstances the customer shall not have the right to cancel the agreement.

10. Payment

10.1 Subject to any conflicting terms in the Quotation, Rydal Energy shall invoice the Customer on or at any time:

- (a) after delivery of the Charger and/or the provision of the Installation Services (as applicable); or
- (b) in the case of the supply of a Charger, after the date for delivery agreed in the Quotation if the Customer is not available to take delivery on such date and the Customer fails to give Rydal Energy at least twenty-four (24) hours' notice that the Customer will no longer be available to take delivery on such date.

10.2 Installation Services will be invoiced in full following completion of the Installation Services and payment will be due within seven (7) days of the date of the invoice.

10.3 All payments shall be made to Rydal Energy and means of payment will be set out in the Quotation. Receipts for payment will be issued only upon payment.

10.4 Rydal Energy is not obliged to enter into a Contract with the Customer unless the Customer has supplied Rydal Energy with satisfactory credit references. If at any time Rydal Energy is not satisfied with the Customer's credit worthiness, Rydal Energy may give notice in writing to the Customer that no further credit will be allowed and in which event no further Chargers or Services will be delivered or provided other than against cash payment. All amounts owed by the Customer shall be immediately payable in cash.

10.5 If the Customer fails to make any payment on the due date without reasonable excuse then, without prejudice to any other right or remedy available to Rydal Energy, Rydal Energy shall be entitled to:

(a) cancel the order or suspend any further deliveries or provision of Chargers and Services to the Customer without liability to the Customer;

(b) appropriate any payment made by the Customer to such of the Charger; and/or

(c) charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%. Part of a month shall be treated as a full month for the purpose of calculating interest.

10.6 Where the Customer wishes to take advantage of the Workplace Charging Scheme, Office of Zero Emission Vehicle certificate numbers must be provided before the order is processed and an Installation Date is confirmed. As authorised installers under the Workplace Charging Scheme, an authorised representative of Rydal Energy will sign the terms sheet ahead of order confirmation for the Customer to submit to the Office of Zero Emission Vehicles.

11. Risk and Retention of Title

11.1 Risk or damage to or loss of the Charger shall pass to the Customer immediately following delivery.

11.2 Notwithstanding delivery and the passing of risk in the Charger, or any other provision of this Contract, legal and beneficial title to the Charger shall not pass to the Customer until Rydal Energy has received in cash or cleared funds payment in full of the price of the Charger.

11.3 Rydal Energy reserves the right to repossess any Charger in which Rydal Energy retains title without notice. The Customer irrevocably authorises Rydal Energy to enter the Site during normal business hours for the purpose of repossessing the Charger in which Rydal Energy retains title.

11.4 The Customer's right to possession of the Charger in which Rydal Energy maintains legal and beneficial title shall terminate if:

(a) the Customer commits or permits any material breach of the Customer's obligations under this Contract; or

(b) the provisions of any of clauses 14.1 (b) – (e) apply.

12. Defective Charger

12.1 If on delivery any part of the Charger is defective in any material respect and either (i) the Customer lawfully refuses delivery of the defective Charger due to a defect apparent on inspection or (ii) the Customer gives written notice of such defect to Rydal Energy within seven (7) Business Days of such delivery, Rydal Energy (on completion of tests confirming that the Charger or parts thereof are defective) shall replace the defective Charger within twenty (20) Business Days of receiving the Customer's notice and Rydal Energy shall have no further

liability to the Customer in respect thereof.

12.2 Rydal Energy shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow Rydal Energy's instructions (whether given orally or in writing), misuse or alteration of the Charger without Rydal Energy's prior approval, or any other act or omission on the part of the Customer or any third party.

13. Maintenance

13.1 The maintenance service should not include or be deemed to maintain or repair the following;

(a) fair wear and tear;

(b) the customers (including agents and employers) acts, operating errors, omissions or default;

(c) failures in fluctuations of electrical power;

(d) any failure to the charger or software attached to or integrated to the charger where such charger or software wasn't supplied by Rydal Energy;

(e) vandalism, fire, theft

(f) any defect from software being loaded onto the charger;

(g) failure by the customer (including its agents or workers) to adequately maintain any equipment or operate it in accordance with the manufacturers specifications, guidelines or recommendations.

(h) any attempt by the customer or any third party other than Rydal Energy or its authorised agents to repair, reconfigure, reprogramme or otherwise alter the charger or any equipment or cabling attached to it;

(i) the maintenance or repair of wiring;

(j) the reprogramming of equipment to provide improved or modified services. The programming will be free of charge if the customer is paying for support alongside their maintenance agreement;

13.2 In carrying out maintenance works Rydal Energy shall not be liable for any loss of data.

13.3 The maintenance services are limited to the provision and the repair of the Charger by Rydal Energy on a like for like basis, which may include Rydal Energy supplying reconditioned parts;

13.4 Rydal Group shall not be liable for any delay in the performance of the maintenance services where such delay is attributable to no or poor or or delayed availability of spare parts

14. Liability

14.1 Nothing in this Contract excludes or limits the liability of Rydal Energy:

(a) for death or personal injury caused by Rydal Energy's negligence;

(b) for any matter which it would be illegal for Rydal Energy to exclude or attempt to exclude its liability; or

(c) for fraud or fraudulent misrepresentation.

14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

14.3 The Customer shall indemnify Rydal Energy against all damages, costs, claims and expenses suffered by or arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.

14.4 Rydal Energy shall not be liable to the Customer or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of Rydal Energy's obligations if the delay or failure was due to any cause beyond Rydal Energy's reasonable control.

14.5 Rydal Energy's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price and Rydal Energy shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

15. Ending this Contract

15.1 Rydal Energy may terminate this Contract with immediate effect if:

(a) the Customer fails to perform or observe any of its obligations hereunder and fails to remedy such failure within seven (7) days of receipt of written notice regarding such failure from Rydal Energy;

(b) the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

(c) an encumbrancer takes possession, or a receiver is appointed, of any part of the Site or assets of the Customer;

(d) the Customer ceases, or threatens to cease, to carry on business; or

(e) Rydal Energy reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

15.2 The Customer may terminate this Contract with immediate effect:

(a) in accordance with clause 6.1;

(b) if Rydal Energy fails to perform or observe any of its obligations hereunder and fails to remedy such failure within seven (7) days of receipt of written notice regarding such failure from the Customer;

(c) if Rydal Energy becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

(d) if an encumbrancer takes possession, or a receiver is appointed, of any part of the assets of Rydal Energy; or

(e) if Rydal Energy ceases, or threatens to cease, to carry on business.

15.3 Other than in accordance with clause 15.2 above, the Contract may not be terminated by the Customer except with the agreement in writing of Rydal Energy on the terms that:

(a) the Customer shall indemnify and reimburse Rydal Energy in full against all reasonable and properly incurred losses (including loss of profit), costs (including the cost of all labour, equipment and materials used), damages, charges and expenses incurred by Rydal Energy whether incurred starting to perform the Services prior to the cancellation date, any time lost in planning the Installation Services or as a result of such cancellation;

(b) promptly pay any outstanding unpaid invoices and interest (where applicable) in respect of the Charger and Installation Services;

(c) if an invoice has been submitted in accordance with clauses 10.1(a) or (b) and the Customer fails to pay within seven (7) Business Days of the date of the invoice, Rydal Energy may enter the Site and take possession of the Charger and any ancillary equipment. Until the Charger and/or ancillary equipment has been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

(d) if the customer terminates a monthly service contract in whole or in part before the end of any applicable minimum term or extended term, the customer shall pay to Rydal Energy all charges that are due till the end of the minimum or extended contract term.

16. Confidentiality

16.1 Each Party undertakes that, except as provided by sub-clause 16.2 below or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and or twenty four (24) Months after its termination:

(a) keep confidential all Confidential Information;

(b) not disclose any Confidential Information to any other person;

(c) not use any Confidential Information for any purpose other than as contemplated by and subject to this Contract;

(d) not make any copies of, record in any way or part with possession of any Confidential Information; and

(e) ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses (a) to (d) above.

16.2 Either Party may:

(a) disclose any Confidential Information to:

(i) any sub-contractor or Rydal Energy of that Party;

(ii) any governmental or other authority or regulatory body; or

(iii) any employee or officer of that Party or of any of the aforementioned persons, parties or bodies,

to such extent only as is necessary for the purposes contemplated by this Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-clause 15.2(a) (ii) above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this clause 15, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

(b) use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

16.3 The provisions of this clause 16 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

17. Communications

17.1 All notices under this Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

17.2 Notices shall be deemed to have been duly given:

(a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

(b) when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

(c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

(d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

17.3 All notices under this Contract shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

18 Assignment

18.1 Rydal Energy may assign or subcontract the Contract or any part of it to any person, firm or company without the Customer's prior consent.

18.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of Rydal Energy.

19. Force Majeure

19.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, pandemic, epidemic or any other event that is beyond the control of the Party in question.

19.2 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from a Force Majeure Event. Data protection

Rydal Energy will only use the Customer's personal information as set out in Rydal Energy's Privacy Policy: www.rydalgroup.co.uk/privacy-policy/

20. Other important terms

20.1 This Contract constitutes the entire agreement between the Parties relating to the supply and installation of Chargers at the Site and supersedes any previous agreement between the Parties relating to the supply and installation of Chargers at the Site.

20.2 A person who is not a party to this Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

20.3 No variation to this Contract shall be binding unless agreed in writing between the authorised representatives of the Customer and Rydal Energy.

20.4 If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.

20.5 Nothing in this Contract is intended to, or shall operate to, create a partnership between the parties.

20.6 This Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

20.7 Any dispute, controversy, proceedings or claim between the Parties relating to this Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.