

General Terms and Conditions for the Installation of a Charge Point

September 2021

1. Scope

- 1.1. At the request of the Customer New Motion can provide for the Installation of a Charge Point. The General Terms and Conditions of The New Motion Evse Limited apply to these General Terms and Conditions for the Installation of a Charge Point. The General Terms and Conditions of The New Motion Evse Limited can be found on the website: www.newmotion.com.
- 1.2. Capital terms used in these General Terms and Conditions for the Installation of a Charge Point but not defined in these General Terms and Conditions for the Installation of a Charge Point shall have the meaning ascribed to them in the General Terms and Conditions of The New Motion Evse Limited unless the context requires otherwise.

2. Installation of a Charge Point

- 2.1. A Charge Point can only be installed at a site meeting the relevant requirements and must be capable of connection to an electrical installation meeting the relevant requirements, in accordance with the installation instructions and the applicable legislation and regulations.
- 2.2. The date of the installation of the Charge Point depends on the technical provisions and circumstances of / at the Customer's premises and any changes or adjustments that must be made to the technical provisions and circumstances or premises for the delivery of the installation of the Charge Points. The date on which the installation takes place may also be affected by, for example, weather conditions or the failure to obtain the necessary permission from the competent authorities or

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from the building owner in the event of, for example, excavation work. The Customer is responsible to obtain the necessary permission(s) and cooperation from the owner of the building/premises and/or any other third party for which permission and/or cooperation is required in order to install the Charge Points in a timely, correct and complete manner.

- 2.3. The installation and the turnkey delivery of a Charge Point are carried out by third parties brought in by NewMotion, unless otherwise agreed.
- 2.4. NewMotion shall contact the Customer or shall have a third party contact the Customer within a reasonable period of time following the conclusion of the Contract to agree to an installation date.
- 2.5. The Customer guarantees that all the information it provides is correct and accurate. NewMotion bases its Quotation on the information that the Customer provides. If this information proves to be incorrect on installation, all additional costs are for the Customer's account. Installation costs shall not be credited after the Customer has approved the Quotation, unless otherwise agreed by the parties.
- 2.6. Costs of additional installation work are agreed with the Customer on site by the installation engineer and the Customer signs for approval or costs of additional installation work are passed onto NewMotion by the certified installer; NewMotion shall ask the Customer whether he approves to these additional work costs, after which the additional installation work shall take place.
- 2.7. All damage in connection with the information provided by the Customer, including information provided by the Customer on the use of the different Circuit Breakers / RCD in the meter cupboard, are for the Customer's account and risk.
- 2.8. If the direct execution of the installation work is hindered due to a situation that is not the responsibility or under the authority of NewMotion, NewMotion will be entitled to charge the consequential costs separately to the Customer.
- 2.9. Installation agreements may be cancelled by the Customer free of charge up to 3 business days (i.e. the days between and including Monday through Friday, excluding public holidays and weekends) in advance. If the Customer cancels an installation agreement less than 3 business days in advance or if the Customer fails to meet the installation engineer at the agreed time, a fixed penalty is payable to NewMotion by the Customer.
- 2.10. NewMotion is not liable for any damage arising from the situation in which the Customer attempts to carry out an installation (or have an installation carried out) or to remedy (or have a breakdown remedied of) a broken Public or Private Charge Point.
- 2.11. NewMotion is not liable for damage arising as a result of or in connection with the temporary disconnection of the electricity when a Charge Point is installed. The

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Customer will, at its own expense and risk, take/arrange all the necessary precautions to make a safe and smooth installation possible. The Customer indemnifies NewMotion and the third parties brought in by NewMotion against all the damage they sustain if these precautions prove insufficient.

- 2.12. Completion takes place as soon as the installation is finished. The Customer, or the person on behalf of the Customer whereby the Customer guarantees that this person is authorized to act on behalf of the Customer and NewMotion is not obliged to verify whether this person is authorised to act on behalf of the Customer, must be present at delivery. The installation engineer goes through a completion checklist with the Customer. The Customer must report all the defects that it finds, or reasonably can find, to the installation engineer in the course of completion. The installation engineer will note the defects found on the completion checklist and rectify them within a reasonable period of time in consultation with the Customer.
- 2.13. Completion is accepted by the Customer as soon as the completion checklist has been gone through and the Customer has signed it. Acceptance of completion means that the Customer has accepted the installation, subject to any defects noted on the completion checklist. The delivery is accepted at all times when the Customer has taken Charge Point into use.
- 2.14. Minor defects that do not prevent the Charge Point being taken into use and that can be rectified by the installation engineer within a reasonable period of time are not reason for the Customer to refuse acceptance of completion.
- 2.15. Defects that have not been reported on completion are accepted by the Customer through the acceptance of completion.
- 2.16. If the Charge Point is taken into use before the acceptance of completion has taken place, the taking into use shall be considered as an acceptance of the Charge Point by the Customer.
- 2.17. If the Customer does not accept completion, it must inform NewMotion of the reason he does not accept completion in writing to klantenservice@thenewmotion.com within 48 hours. NewMotion or the installation engineer will then contact the Customer within a reasonable period of time to arrange a new completion. The new completion will take place in accordance with the provisions laid down for completion in this Article.
- 2.18. The Customer is fully liable for and indemnifies NewMotion against all damage that NewMotion sustains in connection with the installation in so far as it is caused by a third party brought in by, or on behalf of, the Customer. If NewMotion is asked to carry out a fault investigation by the Customer and/or to undertake repair work in such a case, the associated costs (including the reasonable installation, material, repair and callout charges) are for the Customer's account.
- 2.19. NewMotion can only be held liable for installation work carried out by installation

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engineers engaged by NewMotion. If changes or extensions are applied by another party, whether or not at a later stage, any liability for the entire installation of the Charge Point will lapse.

- 2.20. NewMotion reserves the right to remotely monitor, maintain and, where necessary, provide new software for Charge Points it has installed from its back-office system.
- 2.21. NewMotion reserves the right to monitor, maintain and where necessary provide new software to Charge Points it has installed remotely, from its back office system.



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