



Terms and Conditions

Last Reviewed 01/03/2023.



The important stuff

CHARGER ONLY SALE

You can purchase EV charge points without installation via the Verde EV Solution store (Buy Now option). In this scenario, the following apply:

- You should arrange for your own qualified professional or competent person to complete the installation and necessary electrical works, documentation, and certification, including notifying the DNO (Distribution Network Operator).
- The installation must be carried out in accordance with the manufacturer's instructions so as not to void the warranty.
- Risk and ownership of the goods is transferred to you when you take possession of the goods.
- If you experience any technical issues with a product supplied by Verde EV Solutions, please refer to our support section where you can get in touch with us by phone or email at technical@verdeevsolutions.co.uk.
- If the issue relates to the way the product has been installed, you should contact your installer to address this.

INSTALLATION

Verde EV Solutions offers a full EV charge point installation service. Our website prices for installation are our minimum cost for a standard installation, including the charge point:

- Find out what is included in an installation by visiting our guides page on our website www.verdeevsolutions.co.uk

As part of the installation process, we must notify your DNO who will check the supply is adequate or perform upgrades if necessary.

- In some cases, we may de-rate your charge point if your electrical supply cannot provide an adequate supply until your DNO is able to upgrade the supply.
- Verde EV Solutions is not responsible for any works carried out by your DNO or any associated costs or timescales.



APPROVED INSTALLERS

Verde EV Solutions uses a network of Approved Installers.

Our Approved Installers are fully qualified and vetted by Verde EV Solutions before acquiring Verde EV Solutions Approved Installer status.

If you have an issue with an installer, or wish to make a complaint, please refer to our complaints Policy.

ACCESSORIES

A range of accessories, such as charging cables, are available to purchase via the Verde EV Solutions store.

In some cases, we outsource accessories, with the goods dispatched by the supplier directly.

Verde EV Solutions will process all orders within three working days after payment has cleared. Dispatch for some items are handled by the supplier. While Verde EV Solutions is not liable for delayed delivery, we will endeavour to work with the supplier to rectify any issues.

PRODUCT FAULTS

At Verde EV Solutions, we take charge point issues and faults seriously. However, please bear in mind that there are many factors and variables involved in a potential charge point issue, including, but not limited to:

- The vehicle – examples include the vehicle limiting the charge rate due to a setting or its own default limit set by the carmaker, or there could be an issue with the car overall.
- The app – the charge point apps often have settings that can affect charging times and rates.
- Hardware/firmware – the charge point itself has a fault.
- Electrical supply - this could include but not limited to local power outages and over voltage issues.
- Safety feature – our charge points have safety features built in to prevent damage or further issues. For example, the supply may have tripped for the charger to prevent a wider outage.



- Installation – there could be an issue caused by the installation, which may even be specific to the charger itself.
- Charging cable - if you are using your own cable with an untethered charge point, it's possible the cable is not correctly rated for the output of the charge point.
- User error – it's possible the charge point is not being used correctly by the owner.

This is why a full investigation must take place to see what the potential fault is to determine the correct course of action.

RETURNS/REFUNDS – CHARGER SUPPLY ONLY

The following applies to sales of the charge point only, where the installation was carried out by a third party and not by Verde EV Solutions Approved Installer.

Cancellation Rights

- You can cancel your order and are entitled to a full refund within 14 days of receiving the goods.
- If you wish to cancel for a full refund, please call us or email customercare@verdeevsolutions.co.uk as soon as reasonably practical.
- You must ship the items back in the condition they arrived in.
- Upon receipt, we will issue a full refund for the charge point, not including the shipping costs which must be funded by the customer.

Installation has not yet taken place.

- If you believe the product or goods arrived faulty or were damaged in transit, please call us or email customercare@verdeevsolutions.co.uk as soon as reasonably practical.
- You must ship the items back in the condition they arrived in. If the goods are faulty, we will cover the costs to return to goods.
- If the product is found to be faulty or damaged in transit, we will provide a replacement, repair, or a refund.



Installation has taken place via a third party.

- Installations must be completed a qualified and competent professional.
- Verde EV Solutions is not held responsible for faults caused by the installation completed by a third party. If there is an issue with your charger after installation, you should contact the installer directly.
- If the product has been installed but you believe the issue is caused by a faulty unit, please call us or email customercare@verdeevsolutions.co.uk as soon as reasonably practical.
- We will need to carry out a full investigation to ascertain whether the issue is with the product, or the installation carried out by the third party. We may require photographic evidence in order to complete the investigation, as well as proof the installation was carried out by a qualified and competent professional along with the relevant documentation.
- If we determine the product is faulty, we will provide a suitable replacement, repair, or refund if within 30 days of the goods being received.
- In the instance of a replacement, repair, or refund, you must ship the goods back to Verde EV Solutions. If the goods are faulty, we will cover the costs to return to goods.
- If the product has already been installed, but we find the product is faulty, we will provide a replacement or refund.
- In cases where the product is not faulty but has been installed, and you would still like to return the goods, we reserve the right to deduct any value lost due to a change in condition.

RETURNS/REFUNDS – CHARGER INSTALLATION

The following applies to the Verde EV Solutions installation service.

Cancellation Rights

- You can cancel your order and are entitled to a full refund within 14 days of receiving the goods.
- If you wish to cancel for a full refund, please call us or email customercare@verdeevsolutions.co.uk as soon as reasonably practical.
- You must ship the items back in the condition they arrived in.
- Upon receipt, we will issue a full refund for the charge point, not including the shipping costs which must be funded by the customer.



- If you cancel within the 14-day window, but the product has already been installed by Verde EV Solution installer, we reserve the right to deduct the cost of the return visit, removal of the charge point and any lost value in the goods from the refund total.

Installation has not yet taken place.

- If you believe the product or goods arrived faulty or were damaged in transit, please call us or email customercare@verdeevsolutions.co.uk as soon as reasonably practical.
- You must ship the items back in the condition they arrived in. The cost of returning faulty goods must be covered by the customer.
- If the product is found to be faulty or damaged in transit, we will provide a replacement, repair, or a refund.

Installation has taken place via Smart Home Charge

- If you are encountering issues with your charge point, please call us or email customercare@verdeevsolutions.co.uk as soon as reasonably practical.
- We will need to carry out a full investigation to ascertain whether the issue is with the product or the installation. We may require photographic evidence in order to complete the investigation.
- If we determine the product or installation is at fault, we will provide a suitable replacement, repair, or refund within 10 working days of concluding the investigation.



SALE TERMS AND CONDITIONS

1. Who we are

1.1 We are Verde EV Solutions. Our company information is at the end of this document.

2. What this is all about – introduction to our terms and conditions

2.1 These are our terms and conditions which apply when you buy a charger from us. (Separate terms apply to use of our site.) We've tried to make them user-friendly. Please read them carefully and save a copy as we don't file a copy specifically for the transaction with you. They are available in English only.

3. Consumers – definition and minimum legal rights

3.1 Where we refer to "Consumer" below we mean an individual acting for purposes which are wholly or mainly outside that person's trade, business, craft, or profession.

3.2 We are legally required to remind Consumers that we are under a legal duty to supply goods that are in conformity with the contract. Furthermore, nothing below affects Consumers' legal rights in relation to goods that are not in conformity with the contract, whether because they are faulty, not as described or otherwise. You can get advice about your legal rights from your local Trading Standards office or Citizens' Advice Bureau.

4. Your obligations

4.1 You must ensure that all information you supply to us in connection with your order is correct and complete and that you tell us immediately if there are any changes.

4.2 You promise to comply promptly with our reasonable requests for information and to generally provide us with reasonable co-operation in relation to our supply of goods / services to you.

5. Forming a contract with us

5.1 There is a binding legal contract between us when you pay for the goods/services at checkout.

6. Price and payment

6.1 The price is as stated in the order summary quote and at checkout.

6.2 Any applicable VAT or sales tax is included in any price shown.

6.3 Installation quotes expire after the period stated in the quote. Quotes are valid for 30 days.

6.4 You must make the relevant payments within the relevant payment periods stated in the quote and using one of the payment methods stated. The contract ends automatically if we do not receive full payment in cleared funds within any applicable payment period.

6.5 You authorise us and our third-party payment provider take payment and/or to charge your payment card for the relevant amounts and at the relevant times. It is your responsibility to update your payment card details as necessary.

6.6 For installation quotes, if we have mis-priced the quote by mistake, we are not obliged to supply and install the charger at that price provided we tell you before installation. If we do, then you can decide if you want to continue with the order at the right price but, if you do not, we will provide a full refund of any payments already made.

6.7 You must contact us as soon as reasonably practical with full details if you dispute any payment.

6.8 If any amount due to us is unpaid, or unjustifiably charged back, we may end or suspend this agreement on email notice.



7. Delivery

7.1 Unless otherwise stated, delivery dates or period given on our website are estimates only. We have no liability for any losses arising from delay in delivery (a) to the extent that this is due to circumstances beyond our reasonable control and where we could not have taken reasonable steps to deal with the delay or (b) if you have failed to supply us with adequate delivery instructions.

7.2 If you receive notification of an unsuccessful attempted delivery, it is your responsibility to use the details provided to immediately contact the courier to arrange re-delivery. If nobody is available to receive the goods, we reserve the right to leave them at the doorstep, hall, or reception as available, or with a neighbour.

7.3 If the goods are undelivered arising from your failing to comply with this contract (e.g., providing an incorrect delivery address, not paying customs / import charges, not contacting the courier to arrange re-delivery after an unsuccessful delivery attempt) and are sent back to us, you are responsible to pay us (a) the amount of any additional fee charged to us by the courier for returning the goods to us; and (b) any re-stocking or similar fee which our warehouse company charges us for handling the returned goods. We are entitled to require that such costs be paid before we arrange any re-delivery of the goods to you and/ or to add such costs to the amount of any future order by you and/or to deduct such costs from any refund (to the extent legally allowed).

8. Installation

8.1 Once we receive your full payment (or deposit if you are paying by instalments), we will notify your Distribution Network Operator (referred to below as "DNO") of the installation within 28 days of the completed installation. In some cases, we may need to apply for approval from your DNO before installation can be completed – in this scenario we will notify you.

8.2 In some instances the DNO may need to visit the property and they may charge you for any potential works that need to be carried out before installation (such as unlooping a looped supply). This is dependent on your DNO, and any associated works or costs are not within the control of Smart Home Charge.

Cancellation Fee

If you cancel the instruction once we have started your grant application, if applicable, or DNO notification, we reserve the right to charge an administration fee of £55. This does not apply if you cancel within the 14-day cooling off period which commences from the date on which you receive the goods.

8.3 We agree to provide our installation service with reasonable care and skill.

8.4 You agree to provide appropriate access to our installer(s) as well as a safe and suitable place to work. You must clear any work areas. If we have to move any items, this is at your risk, and we are not responsible for any resulting damage. If we have any concerns about the safety or security of our staff, we are entitled to suspend the installation until the concerns have been resolved.

8.5 We are entitled to cancel an installation if when we attend, we consider that the premises are unsuitable. If so, we will make a full refund unless the unsuitability would have come to our attention if you had correctly complied with the online site survey instructions. In such case we are entitled to deduct a reasonable installation fee from the refund.

8.6 We are not legally responsible for any delay or otherwise if it takes more than one visit to complete an installation or if we need to reschedule the installation for any other reason.



9. Grant

9.1 If you wish to apply for a government grant, and we believe you are potentially eligible, we will deduct this from the normal price and will take reasonable steps to apply for the Government grant on your behalf following the installation. We will retain the grant payment. It is your responsibility to promptly provide us with all information that we require in connection with this application and to ensure that you comply with the conditions for the grant which are set out on the following [official website](#).

We are entitled to suspend the installation until you supply us with the information we require. We do not guarantee that you will qualify for the grant even if we tell you that it potentially applies in your case.

9.2 If the application for a grant is rejected for any reason, you agree to pay us £350 (or alternative grant application amount if applicable) within seven days of us informing you that the payment is due. If you do not pay, then we remain the owner of the charger (see next section) and are entitled to remove or deactivate it and you agree to provide us with reasonable access to your premises to enable us to do so. This does not affect our legal rights if you do not pay on time including to go to court.

10. Ownership and use of the charger

10.1 You become owner of the charger once it has been installed and fully paid for including payment by you of any shortfall if any grant application is rejected. Until then we remain the owner.

10.2 It is your responsibility to ensure that the charger is used and maintained only in accordance with the manufacturer's instructions and with any instructions we provide and with all applicable laws and regulations. Any modifications to the charger or installation works (e.g., cabling, switchgear, and accessories) are likely to void any applicable manufacturer warranty. Such works should in any case only be carried out by a suitably qualified engineer.

11. Consumer right to cancel ("cooling off")

11.1 If you are a Consumer, you have the right to cancel this contract subject to the provisions set out below.

11.2 If you do have the right to cancel, please see the instructions at the end of this document.

12. Manufacturer guarantees

12.1 The goods that we sell may be subject to a manufacturer's guarantee. If so, please read the term and conditions of those guarantees.

12.2 A manufacturer's guarantee does not affect your legal rights as a Consumer. You can get advice about your legal rights from your local Trading Standards office or Citizens' Advice Bureau.

13. Liability – restrictions on our legal responsibility (IMPORTANT)

13.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.

13.2 The following clauses apply only if you are a Consumer:

- a) We are not responsible for any loss or damage caused by us or our employees or agents in circumstances where:
- there is no breach of a legal duty owed to you by us or by any of our employees or agents;
 - such loss or damage was not reasonably foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
 - such loss or damage is caused by you, for example by not complying with this agreement; or
 - such loss or damage relates to a business (as we do not intend for goods bought by Consumers to be used for business).
- b) You will be responsible to us for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement (subject of course to our obligation to mitigate any losses).



13.3 The following clauses apply only if you are not a Consumer:

a) Our total aggregate liability of any kind (including for our own negligence) is limited to the price paid for our goods and services.

b) In no event (including for our own negligence) will we be liable for any:

- economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
- loss of goodwill or reputation;
- special, indirect or consequential losses; or
- damage to or loss of data

(even if we have been advised of the possibility of such losses).

c) You will indemnify us against all claims and liabilities directly or indirectly related to your breach of this agreement.

d) To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.

e) This agreement constitutes the entire agreement between us with respect to its subject matter and supercedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.

14. Events outside our control

14.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

15. Your personal information - our privacy policy applies

15.1 You acknowledge and agree that we may process your personal information in accordance with the terms of our privacy and cookies policy which is subject to change from time to time.

16. English law and courts

16.1 These terms and conditions shall be governed by English law and any disputes will be decided only by the courts of the United Kingdom. Our email address is at the end of this document.

17. General but important stuff

17.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated above). Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a "waiver" (i.e., that it cannot be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement shall continue to apply. We may transfer this agreement to a third party, but this will not affect your rights or obligations. A person who is not a party to this agreement shall have no rights to enforce this agreement except insofar as expressly stated otherwise.

18. Complaints

18.1 If you have any complaints, please refer to our complaint's procedure.

Either call, email or write* to us. The business aims to respond within 5 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

Where the business is unable to resolve your complaint using the business complaints procedure, the business uses Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that the business cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them.



19. Our company information

- 19.1 Company name: Verde EV Solutions Limited
- 19.2 Trading name: Verde EV Solutions limited
- 19.3 Country of incorporation: England and Wales.
- 19.4 Registered number: 14483304
- 19.5 Registered office: 197 Main Road, Harwich, United Kingdom, CO12 3PH
- 19.6 Contact email address: customercare@verdeevsolutions.co.uk
- 19.7 Other contact information: See our website.
- 19.8 VAT number: 432782882

RIGHT TO CANCEL (“COOLING OFF”)

The following applies if you have the legal right to cancel this contract (as explained above):

Right to cancel

- 1. You have the right to cancel this contract within 14 days without giving any reason.
- 2. The cancellation period will expire after 14 days from the day on which you acquire physical possession of the goods.
- 3. To exercise the right to cancel, you must inform Verde EV Solutions by letter or email. You may use the model cancellation form below, but it is not obligatory.
- 4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

- 5. If you cancel this contract, we will reimburse to you all payments received from you including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 6. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 7. We will make the reimbursement without undue delay, and not later than:
 - a) 14 days after the day we receive back from you any goods supplied, or
 - b) (if earlier) 14 days after the day you provide evidence that you have returned the goods.(It is your responsibility to ensure that the charger is safely de-installed by a person qualified to do so.)
- 8. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
- 9. You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
- 10. You will bear the direct cost of returning the goods.



11. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. (This means that we are entitled to make a deduction if the charger is damaged as a result of de-installation.)

12. If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract in comparison with the full coverage of the contract. (This means that we are entitled to deduct a reasonable installation fee if the charger has been installed.)

MODEL CANCELLATION FORM

Complete and return this form only if you wish to cancel the contract:

- To [NAME, GEOG ADDRESS], email address above:
- I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/ for the supply of the following service [*],
- Ordered on [*]/received on [*],
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

[*] Delete as appropriate.