

## Customer Terms & Conditions

### Introduction

These are the terms and conditions for supply, installation and use of products and devices (Products) purchased on [www.powerverse.com](http://www.powerverse.com). These terms and conditions, together with 'Your Powerverse Order Confirmation', form the agreement between you and us and by placing an order you agree to be bound by them.

We are Powerverse UK Limited and we trade as 'Powerverse' (we, us, our). We are a limited company registered in England and Wales. Our company number is 14860271 and our registered office is Sustainable Workspaces, County Hall, 5th Floor, The Riverside Building, Belvedere Road, London, United Kingdom, SE1 7PB. Our VAT Number is GB450203739.

General use of our website is governed by our [Website Terms and Conditions](#) and use of any personal information submitted via our website is governed by our [Privacy Notice](#). We also provide information on how your personal data will be used and shared in order to install, commission and operate your Products in section 9.

We may change these terms and conditions from time to time by changing them on this website. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

### 1. Ordering from us

In this section we set out how a legally binding contract between you and us is made.

You place an order for Products and installation on our website. Please read and check your order carefully before submitting it. You will be able to correct any errors before submitting your order to us.

When you place your order at the end of the online checkout process, (e.g. when you click on the 'Pay & Submit' button), we will attempt to take the payment due. If payment is successful, your order will be placed and the contract (or agreement) between us incorporating these terms and conditions will be in place.

We will send you confirmation of your order and payment by email. This does not guarantee that we will be able to provide you with your Product. Instead it begins the process where we ask you for further information so that we can check if installation is possible and whether any additional works will be required. Once both you and we are happy with the details (and any costs for additional works if needed) we will invite you to book an installation date. If at any point up until the installation date you do not wish to proceed, you can cancel and we will provide you with a full refund.

### 2. Standard Installation Package

When you place an order on our website it will include the cost of installing the Product in

accordance with our Standard Installation Package. The following are included in our Standard Installation Package for EV Chargers:

- The fitting of the Device on a brick or plaster wall or other permanent structure.
- Up to fifteen (15) metres (50 Feet) of suitable power cable, run and neatly clipped directly to the wall between the distribution board or electricity supply meter and the Device.
- Up to 15 metres (50 Feet) of cable suitable for the connection to the CT clamp for Solar and Load management.
- Routing of the cable through a drilled hole in an external wall up to 500mm (20 inches) thick, where needed.
- The fitting and testing of electrical connections and protections required for the Device. (see detail).
- Up to three (3) metres of internal white plastic trunking including two directional changes to conceal interior wiring.
- Confirmation that the device is energised, online and connected to the Powerverse platform, the plug and charge feature is functional and a charging session authorised via the end users Powerverse App has taken place.
- To be carried out by one installer in compliance with the most current and applicable versions of both the IET Wiring Regulations (BS 7671) and IET Code of Practice for Electric Vehicle Charging Equipment Installation.

## **Detail:**

Protective devices to be included as standard within a suitable enclosure (new or existing):

- Double Pole Type A 30mA RCD/RCBO
- Overcurrent Protection 40A
- Surge protective device Type 2

The following are some conditions and limitations that apply to our Standard Installation Package for EV Chargers:

- The EV Charger must be located within your designated off-street parking area and be fixed at a height where it cannot be hit by a vehicle.
- We can't fix the cable higher than 1.8 metres (6 feet) above the ground. If fixing higher than this is unavoidable then the installation may need to be paused - in that case we will quote for any extra work needed.
- We can't, as part of the standard package, trench the cable underground or suspend it above ground - if something like this is required, please contact us so that we can give you a quote in advance for the additional works. If we find out on the day that we have to cross a garden or a pathway we may need to pause the job and quote for the extra work needed to trench the cable.

- The EV Charger must be positioned so that when you are using it, the EV charging lead remains on your property and does not create a trip hazard for you or anyone else.
- We can't, as part of the standard package, run a cable under floorboards, through ducting, ceiling voids, wall voids, without prior agreement. We can't take responsibility for reinstating flooring or other building materials after the cable has been laid.
- Our Installation Partners are not able to work in crawl spaces, on roofs or in lofts if it is deemed unsafe by them.
- Our Installation Partners are not able to work in extreme weather (i.e. flooding or intense rain). If it is not safe to carry on, our Installation Partner will do as much as they can and will return at a later date.
- Our installation partners reserve the right to cease installation where they feel there is a hazard, risk or danger to themselves or those in the vicinity until such time that said hazard, risk or danger is safely removed or adequately mitigated against.
  - The Standard Installation Package assumes that correct electrical connections and protections are available on your property and that no civil works, electrical remedial work or any other trades are required.
- The Property where the Charger is to be Installed must be a residential property and you must own the property where the Charger will be Installed or have express written permission from the homeowner for an Installation. You'll be responsible for any losses that you or we suffer as a result of your failing to get the right permissions.
- You must have obtained any necessary permissions from other third parties, including your insurance companies and mortgage provider(s). We won't be responsible if we carry out work and you don't have the necessary permissions. You'll be responsible for any losses that you or we suffer as a result of your failing to get the right permissions.
- You must reside in mainland England, Wales, Scotland, or Northern Ireland.

During the course of our Customer Survey or the installation visit we sometimes find that the Product cannot be installed unless additional works outside the scope of our Standard Installation Package are undertaken (Additional Works). In this case, we will try to provide you with a no-obligation quote for the Additional Works. We explain the process in sections 3 (Survey) and 4 (installation) below.

### **3. Survey**

After placing your order we will provide you with access to our full online Customer Survey tool. This will take you through various questions and ask for digital uploads of things like photos and sketches. It will enable us to work out if we can install your Product within the fee that you have paid for our Standard Installation Package, or whether any Additional Works will be required. In particular it will check if the electrical connection to your property is sufficient to allow the Product to be installed safely and in compliance with electricity network rules.

You must complete the Customer Survey honestly and to the best of your ability. If you experience any difficulties or have questions you can contact us. In some cases we may need to arrange a video call with you to check certain details.

If the Customer Survey indicates that Additional Works are needed on your property or its

electrical system in order to install the Product, we will get back to you with a quote for those works. If you are happy with the quote, you will be able to accept and pay for it and the Additional Works will be added to your order. If you do not wish to proceed you will be able to cancel your order and we will provide you with a full refund.

On very rare occasions the Customer Survey may indicate that installation of your Product will not be possible, in which case we will notify you and provide you with a full refund.

Once the Customer Survey process is completed (and any Additional Works are agreed and paid for) we will then invite you to select your preferred date for installation.

You and we will have the ability to change the installation date if necessary, using the scheduling tools provided. However, if you need to reschedule less than 48 hours before your booked installation date, we may need to charge you a late change fee.

## **4. Installation**

We work with a number of carefully selected companies (Installation Partners) who install our Products in our customers' properties.

We will arrange for one of our Installation Partners to install the Product at your property on the selected day for installation. We will ensure that our Installation Partners:

- provide the installation services with reasonable care and skill and to a reasonable standard,
- comply with any and all relevant codes of practice, and
- take reasonable care to carry out the installation without causing unnecessary damage and fix any unnecessary damage to your property that is directly caused by their negligence.

Please note that that for the installation to take place:

- You need to ensure that there is a responsible adult present at your property for the entire time of the installation.
- We will need to connect your Product to your home Wi-Fi network so you need to make sure that the proposed location for your Product is within range and you will need to provide our Installation Partner with the Wi-Fi network password when they are ready to connect.

Standard installations usually take between 2 and 4 hours, although in some situations they can take longer than this. If we aren't able to complete an installation in a single appointment, we'll make an additional appointment to complete the work. Subject to any fees we've told you about, you won't be charged additional fees for this additional appointment.

## **5. What Happens If We Can't Install**

Our Installation Partners will arrive at your property ready to install the Product in accordance with the 'Standard Installation Package' and also undertake any 'Additional Works' that you added to your order (see section 2 above). On arrival they will survey the

installation area to check that the installation can be undertaken safely and in accordance with your order.

In some cases we may find that we cannot proceed with installation (for example where information provided in the Customer Survey turns out to be incorrect or there are other onerous, unusual or challenging conditions at the installation site that prevent installation). In this case our Installation Partner will pause the installation and try to determine what Additional Works (not already included within your order) will be necessary to complete the installation.

Our Installation Partner will detail the required Additional Works and provide a no-obligation quotation for these services. Where possible they will do this on the day whilst at your property. Quotations are valid for a period of 14 days once issued.

If the required Additional Works can be completed on the day and you decide to accept the quotation and make payment for it, our Installation Partner will then proceed with the installation.

If it is determined that installation cannot be completed on the day, or you are not able to accept the quotation promptly, our Installation Partner will cancel the installation and will leave your property. If you choose to accept the quotation, we will then invite you to book a new installation date. If you do not wish to accept the quotation you can cancel your order and we will provide a full refund (subject to any deduction due as set out in the next paragraph).

If a canceled installation visit as described above is due to a reason outside our control (for example where we could not have foreseen the problem encountered from the Customer Survey) we reserve the right to charge you a reasonable call-out fee.

## **6. Delivery, Risk and Ownership of the Product**

Products ordered on our website will be delivered to your address within one week (7 days) prior to your installation date. Once the Product has been delivered by our courier to the property specified in your order, you will 'own' the Product, so long as it has been paid for in full. From that moment the risk in the Product passes to you, which means you are responsible for looking after the Product and we are not liable to you if it is stolen or damaged. The Product will be installed by our Installation Partner as explained in the sections above.

## **7. OZEV Grants for EV Chargers**

For EV Chargers we only work with Installation Partners that are OZEV authorised installers. If you are eligible to benefit from an OZEV grant for your EV Charger, we will provide reasonable assistance in helping you to apply for the grant. If we (or our Installation Partner) apply for an OZEV grant on your behalf and your claim is rejected by OZEV for any reason and cannot be rectified, or the OZEV grant is clawed back or not available for any other reason, then you must pay to us any amount we deducted from your purchase price in respect of the grant.

## **8. Use of Product and Warranty**

In order to ensure proper functioning of your Product and to benefit from the warranty, you are responsible for using your Product in accordance with these terms and conditions including, but not limited to:

- You should follow the instruction manual and any other instructions in relation to the Product we give you.
- You should not misuse, neglect, tamper with or damage the Product (including by disassembling it) or any associated hardware (including any clamp meter devices that may be fitted in connection with certain Products).
- You should not attempt to, and not allow any third party to, carry out any repairs, replacement, modifications or alterations on the Product in any way.
- You should ensure the space surrounding the Product is suitable and safe for use, as instructed by us or our Installation Partners.
- For EV Chargers, you should ensure that your Product is kept connected to the internet using the method that was set up during installation. This is normally a connection to your home Wi-Fi network. Without an internet connection you will not be able to use our smartphone app to access scheduling or monitoring or any other smart features offered now or in the future. Nor will you be able to access firmware updates, which may affect performance of your Product and invalidate your warranty.

In the event of any defects arising in your EV Charger that are caused by faulty design or manufacture, you will be protected by the 3-year manufacturer's warranty provided by VCHRGD. Please refer to the [Manufacturer's Warranty](#) for the terms of that warranty and how to exercise your rights.

In the event of any failures due to faulty installation of your EV Charger, you will be protected by our 1-year warranty in accordance with the terms of our [EV Charger Installation Warranty](#).

This does not affect any mandatory rights or remedies you have under consumer law.

If you have any problems with your Product, you should alert us or the manufacturer as soon as possible using the contact details and process explained in the warranties.

## 9. App, Software and Data

By making your purchase through [powerverse.com](https://powerverse.com) you are choosing to join "The Powerverse", our smart home energy service that gives you control. The EV Charger you have chosen will be provisioned onto our platform and you will benefit from the features of our app. On installation, we will provide you with instructions on how to set up an account so that you can access data and perform tasks such as scheduling and monitoring using our smartphone app. The provision and use of our smartphone app will be subject to our [App Subscription Agreement](#).

You can find details on how we use and protect personal data in our [Privacy Notice](#). Please note that when you order Products on our website and go through the Customer Survey process there are a number of items of personal data (such as your name and address) that will be captured and shared with our Installation Partners so that they can perform the installation. Also, once installation is complete there will be data from the Product (for example energy flows, scheduling times, charging time) that is transmitted to and stored by us in order to provide you with access and services via the smartphone app. We take the



protection of personal data very seriously. For more details please see our [Privacy Notice](#).

We, or the companies that supply us, own all intellectual property rights in the Product and any associated software and apps. This agreement doesn't transfer any intellectual property rights to you.

## 10. Our Liability

We, (or the Product manufacturer), provide you with a comprehensive warranty to protect you in relation to defects in Product design, manufacture or installation. Other than liabilities under the warranty (see section 8 above), your cancellation rights (see section 13 below) and liabilities we cannot exclude by law as outlined below, we will accept no liability of any nature for any loss, cost or damage caused by any use and/or misuse of our Products, or through the installation process except when caused by our negligence or negligence of our Installation Partners.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement that is caused by events outside our reasonable control.

Nothing in this agreement will exclude our liability to you for death or personal injury as a result of our negligence, or for fraud or fraudulent misrepresentation or for any other liability which cannot be limited or excluded by applicable law.

## 11. Other Important Terms

**Assignment:** We can transfer any of our rights or obligations under this agreement without your permission. You may not transfer your rights or obligations under this agreement to anyone without our permission. However, you can transfer ownership of the Product and the benefit of the warranty to someone else - please follow the instructions in the warranty.

**Notices:** If we need to give you a notice for any reason in connection with this agreement, we may deliver it by hand or use the postal address and/or email address you have given us most recently:

- If we post a notice to you, it will be assumed to have been delivered two working days after it was posted.
- If we deliver a notice to you by hand or send it by email, it will be assumed to have been delivered immediately when it was delivered by hand or sent by email to the most recent address we have for you (as applicable).

**Severability:** If any part of this agreement is void or unenforceable, the rest of the agreement will be unaffected.

**Statutory rights:** Nothing in this agreement affects any of your statutory rights that can't be excluded by law.

**Which laws apply:** This Agreement is governed by English law and you can bring legal proceedings in respect of this Agreement in the English courts. If you live in Scotland you can bring legal proceedings in respect of this Agreement in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the

products in either the Northern Irish or the English courts.

## 12. How to Contact Us

If you have any questions about this agreement or any orders you have placed, please contact us by:

- sending an email to [support@powerverse.com](mailto:support@powerverse.com); or
- writing to use at Powerverse, Sustainable Ventures, 5<sup>th</sup> Floor, Riverside Building, County Hall, Belvedere Road, London, SE1 7PB; or
- filling out and submitting the online contact form available here [www.powerverse.com/get-in-touch/](http://www.powerverse.com/get-in-touch/).

## 13. Your Right to Cancel

You may cancel your order (and this agreement) without giving any reason at any time before your order is delivered or installed and during the period of 14 days afterwards, beginning on the day after your order is delivered to you.

To exercise the right to cancel, you must inform us of your decision by a clear statement (such as a letter sent by post or email) using the contact details above. If you wish, you may use the model cancellation form below. If you use this option, we will communicate to you an acknowledgement of receipt without delay.

If you cancel this contract, we will reimburse you all payments received from you, including the costs of standard delivery. 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. Please note that after installation has taken place, we cannot refund the cost of the installation works (which will be deducted) but we will refund the cost of the Product in line with the rules below.

We will make the reimbursement without undue delay, and not later than: (i) 14 days after the day we received back from you the Product supplied; or (ii) (if earlier) 14 days after the day you provide evidence that you have returned the Product.\*\* 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.

You will have to bear the direct costs of returning the Product, or of us collecting the Product.

You are only liable for any diminished value of the Product resulting from the handling of the Product which is more than is necessary for you to establish the nature, characteristics and functioning of the Charger.

### **\*\*IMPORTANT SAFETY WARNING\*\***

Most of our Products (in particular EV Chargers) must be disconnected by a qualified electrician, competent to remove it. IF YOU ARE NOT QUALIFIED AND COMPETENT, YOU MUST NOT ATTEMPT THIS YOURSELF. We therefore strongly recommend that we collect the Product rather than that you return it to us.



Collection. If you contact us, we can arrange to collect the Product. We will charge you the direct cost to us of collection and any necessary disconnection and safety works. If you request us to disconnect/uninstall (as well as collect) our Product from your property, we will leave your property in a safe condition, but will not be liable to make good any damage to your property (for example damage to walls) resulting from installation and/or disconnection.

Return. If you want to arrange the return of the Product yourself, please contact us to discuss arrangements. If we both agree that you can return the Product, you shall send back the Product or hand it over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation to us. The deadline is met if you send back the Product before the period of 14 days has expired.

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## Model Cancellation Form

(Complete and return this form only if you wish to withdraw from this agreement. You can post or email it to us.)

To: Powerverse, Sustainable Ventures, 5<sup>th</sup> Floor, Riverside Building, County Hall,  
Belvedere Road, London, SE1 7PB,  
Email address: support@powerverse.com

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the 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.

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