

# Pod Point Home Charger Terms of Sale

**These terms were updated on 8 August 2024.**

You should read these terms and conditions carefully before you accept them, along with our [Privacy Notice](#) which sets out the ways in which we may collect, store and process data (including for marketing purposes) relating to your use of our chargers, website and mobile app and covers your rights to access and request correction of any of your personal information that we hold.

## **Who we are and how to contact us**

We are Pod Point Limited and [www.pod-point.com](http://www.pod-point.com) and all of its associated websites are operated by us.

We are registered in England and Wales under company number 06851754 and have our registered office at 28-42 Banner Street, London, EC1Y 8QE. Our VAT number is 278743455.

We are a limited operating company and a wholly owned subsidiary of Pod Point Group Holdings PLC.

To contact us you can:

- Visit our [Help Centre](#) and raise a support enquiry
- Phone us on (+44) 0207 247 4114
- Send a letter to: Pod Point Limited, Discovery House, 28-42 Banner Street, London, EC1Y 8QE.

## **How we will contact you**

We will send you any agreements, statements and other notices via the Pod Point App, email, phone or mail to your home address. If any of your contact details change, including moving abroad, you should let us know as soon as possible.

## **Our agreement with you**

These terms and conditions cover your purchase and the installation services we provide for Pod Point home electric vehicle chargers ( and any accessories you may buy with it. They set out how we will provide products and services to you, your cancellation rights and what to do if there is a problem and other important information. You must confirm your acceptance of these terms and conditions when you place your order.

## **Orders**

You must be at least 18 years old and a resident in the UK to place an order for a Pod Point home charger on our website.

You place an order for the Pod Point home charger and accessories by selecting the product(s) you wish to purchase and following the order process on our website.

Please check your order carefully before submitting it.

Submitting your order is an offer to purchase the products and installation services and all orders are subject to acceptance by us. Acceptance of your order takes place when we send you an order confirmation email, at which point a contract for the supply of products and installation services is formed between you and us on these terms.

All orders are subject to availability. We cannot guarantee that any products or services will be available at any given time. In certain circumstances beyond our reasonable control, for example where there has been a change in the law, we may need to stop providing certain services or selling certain products. If this happens and it affects your order we will notify you using the email address you provided

when you placed your order, cancel your order and provide you with a full refund (including any delivery costs).

If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible prior to installation and we will let you know if it is possible to change your order and if there is any additional cost in doing so.

### **Description of our products and price**

Descriptions of our products and services are set out on our website. Please read the description of the products carefully. Pictures and images of the products or their packaging on our website are for illustration purposes only. Your products and their packaging may vary slightly from those pictures or images.

The prices of the products and services will be the prices as displayed on our website and as agreed when you complete your order. All prices are in pound sterling (£) and include VAT at the applicable rate.

The price of the Pod Point home charger includes the cost of standard installation and delivery on the agreed installation date. Prices may change at any time, but changes will not affect existing orders unless you do not schedule your installation within 3 months of your order, in which case we may need to increase the installation charge or cancel your order as described in more detail below.

### **Payment**

You must make full payment for your Pod Point home charger and any other products or services purchased from us via our online checkout process on our website when you place your order. In certain circumstances we may contact you directly to help you through the checkout process.

You must pay for your order in pounds sterling (£) using a credit or debit card issued in the UK. We accept the credit and debit cards specified in our customer journey. All credit and debit card payments need to be authorised by the relevant card issuer. We will take payment from your card upon submission of your order, however a contract will not be formed until we send you confirmation of our acceptance of your order.

### **Delivery and installation**

Your Pod Point home charger will be delivered on the installation date that we agree with you after you have placed your order and completed the pre-installation questionnaire. We will contact you to agree and schedule your installation date.

We will deliver the products to the address at which the Pod Point home charger is to be installed, as provided by you when you place your order.

If we are unable to deliver and install your Pod Point home charger on the agreed installation date because you cancel (with less than 2 working days' notice), are not at the address to take delivery, or we otherwise cannot gain access, we will contact you to rearrange your installation date. In such circumstances we may charge you an additional fee in accordance with our "Schedule of Additional Charges" below.

If our supply or delivery of your home charger is delayed by an event outside our reasonable control (for example, severe weather, epidemic or pandemic, accidents or unpredictable traffic delays) then we will contact you as soon as possible to let you know and take steps to minimise the effect of the delay. Provided we do this, we will not be responsible for any losses you suffer for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for anything you have paid for but not received.

## **Pod Point Home Charger Installation Services**

Our terms and conditions cover what is included in your standard installation for a Pod Point home charger and what happens if we need to quote for extra works. Once you have placed your order and received your order confirmation, we will send you a pre-installation questionnaire to complete. Once you have submitted this and our team confirms everything is in order, we will contact you to schedule your installation date.

Sometimes issues arise on the day that mean we cannot complete your installation on the first visit, but if we know about these in advance, we can often resolve them beforehand.

For the best experience, please let us know if you think there's any reason why we might not be able to complete your install on the day (for example if there are any access issues affecting the property).

### **What is included**

Pod Point's standard installation package for our home charger covers the majority of homes in the UK and includes the following:

- Fitting of a Pod Point home charger on a brick or plaster wall, or to another suitable permanent structure
- Up to 15 metres (50 feet) of cable, run and neatly clipped to the wall between the electricity supply meter / distribution board and the home charger
- Routing of the cable through a drilled hole in a wall up to 500mm (20 inches) thick, if this is needed
- The fitting and testing of electrical connections and protections required for the charger
- An additional three-way consumer unit, if required
- Installation of a Type B or C MCB and a Type A RCD, or equivalent RCBO in an adequate enclosure
- Up to 3 metres (10 feet) of plastic conduit to conceal interior wiring

### **Some conditions and limitations that you need to know**

- The home charger must be located in your designated off-street parking area and be fixed at a height where it cannot be hit by a vehicle.
- We cannot 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 which case we will quote for any extra work needed.
- We cannot, as part of the standard package, trench the cable underground or suspend it above ground. If something like this is required please tell us so that we can give you a quote in advance. If we find out on the day that we have to cross a garden or a pathway we may need to pause the installation and quote for the extra work needed to trench the cable.
- When you are using your charger, the EV charging cable must remain on your property and must not create a trip hazard for you or anyone else.
- We cannot run a cable under floorboards or through ducting / ceiling voids / wall voids without a draw cord (to pull the cable through), or if the floorboards have not been lifted. We cannot take responsibility for reinstating flooring or other building materials after the cable has been laid.
- The installer will position the charger at your home as instructed by you. Whilst they can advise on suitable locations for the installation, they do not take responsibility for the final positioning nor the accuracy of any measurements provided to them by you.

- Our installers are not able to work in crawl spaces, on roofs or in lofts if it is deemed unsafe by them.
- Our installers are not able to work in extreme weather (e.g. high winds, intense heat or heavy rain). If it is not safe to carry on, they will do as much as they can and will return at a later date.
- If you have purchased a freestanding mount for the home charger to be fitted on please be aware that there may be an additional cost for installing it.
- You or a responsible adult of the age of 18 years or over will be needed to certify acceptance of the installation when it is complete and therefore need to be present on site for the entire duration of the installation and you agree to provide us with safe, free and unobstructed access to the relevant parts of your property.
- Our scheduled date for installation is an estimate only. We will let you know as soon as possible in advance if we have to amend this date for any reason.

#### **What happens if we find that your existing wiring is not up to scratch**

- We follow BS7671 2008/2015 Amendment 3 Standard Regulations and NICEIC guidelines on electric vehicle installations.
- If we cannot install the home charger in line with these rules then your installation will be paused and we will quote for the work needed to meet the required standards. Your quote will be issued subject to these terms and conditions.
- If the existing electrical arrangements at the property are not in line with these rules or there is something else that makes it unsafe for us to install then we may quote for the work needed to meet the required standards.

#### **What happens if your electrical supply is inadequate**

We can only complete the installation if the electrical capacity (i.e. main fuse) can support the additional electrical demands of the charger. If the capacity is not sufficient, we might be able to de-rate the charger or we may have to pause the installation until your main fuse is upgraded by your electricity supplier.

We are not responsible if the installation of your charger, including switching off or switching on the power to your home, causes unforeseen damage to other electrical appliances (such as TVs or computers) in your home. This rarely happens, but from time to time old or sensitive appliances can be affected by a power cut or as a result of inadequate wiring in your home. If you are at all concerned about any of your appliances, please unplug or switch them off at the socket prior to installation. If in any doubt, ask your installer for some advice before the installation starts. You can also ask your local grid network operator for advice on how to protect appliances in your home.

#### **Timing**

We allocate two hours for standard installations and we will do all we reasonably can to complete the installation on the installation date in this timescale. If we cannot complete on the day because of supply related problems or unexpected additional works then we will reschedule an installation date once the additional works are complete or our quotation for the work has been accepted.

#### **Additional works**

- If required, your installation project manager or installer will detail any required or optional works (such as installation of a surge protection device) and provide a “*no-obligation*” quotation for these services. A validity period may apply to the quotation, please speak to your installation project manager or installer.
- These terms and conditions will apply equally to any additional works agreed by you to be performed following your acceptance of our quotation. Quotations for additional works are made on a fixed time/ fixed cost basis and once paid shall not be refundable following the completion of the works.
- If the additional works are minor (less than 2 hours additional time) and can be completed on the day, we will try to complete them on the day so that an additional visit is not required but this will be dependent on our own work scheduling.
- If it is determined that an installation cannot be completed on the day, we will quote for additional works, and a new installation date will be given once payment has been made. Please allow up to 10 working days for a new installation date.
- If your installer suspects that the installation will not comply with the Office for Zero Emission Vehicles (OZEV) grant requirements (see OZEV terms and conditions below), your installation will be paused. Should you disagree with that assessment, you will be given an opportunity to contest this by providing us with additional information in support of your grant application, which we may then pass on to the DVLA/OZEV for pre-approval. Should we receive approval to proceed, a new installation date will be given. Please allow up to 10 working days for a new installation date.
- Your local power network operator may require additional remedial works to be carried out before a home charger can be installed at your property. If this is the case, the network operator might provide a quote at additional cost for these additional works.

### **Partner Installers**

We work with a network of Pod Point approved third-party installers (“Partner Installers”) alongside our own in-house installation team.

In certain circumstances we may refer your order to a Partner Installer so that they can carry out your installation, for example if your installation is non-standard and additional works are required, or if no installation slots are available with our in-house installers.

If we refer you to a Partner Installer after you have placed an order with us:

- The Partner Installer who receives your order will make contact to arrange an installation date with you, visit you to carry out the work and deliver your accessories (if they have not been sent via post).
- The installer will also ask you to complete documentation needed to claim the OZEV EV Chargepoint grant on your behalf if you have applied it to your order.

In these cases your contract for the installation is with Pod Point (not the Partner Installer) and remains subject to these terms.

## **Cooling off period and rescheduling your installation date**

### **Your right to cancel**

Once you buy a Pod Point home charger, you have a 30 day “cooling off period” within which you can change your mind and cancel your order, without giving a reason. The cooling off period runs for 30 days from the date you receive delivery of the charger. This does not stop you from cancelling your order before the cooling off begins.

To cancel your order, please email or call us at the contact details above or return our model cancellation form available below. If you decide to cancel this contract after you place this order and within the cooling off period, we will refund to you any money that you have paid as soon as we can after you tell us you want to cancel. Alternatively, if you have already received delivery of the home charger and it has not been installed, we will refund any money you have paid as soon as we can after the day on which we receive the returned charger back or the day on which you provide evidence of having sent the charger back to us, if earlier.

If you cancel your order, and you have already received delivery of the Pod Point home charger, you must return it to us within 14 days of telling us that you want to cancel. The charger must be returned to us in a new and unused condition and in its original packaging, to the extent possible. You are responsible for the charger while it is in your possession. Unless it is faulty or mis-described, you are responsible for the cost of returning, or collection of the charger.

If the charger has already been installed, you will be responsible for the costs of removing and returning the charger to us, and you may also be responsible for any installation costs (see the section on "Services performed during the cooling off period" below).

All refunds will be made by crediting the same card you paid with.

### **Returns and Refunds for Accessories**

If you wish to return any accessories purchased with your home charger, please see our “Returns and Refunds for Accessories Policy” for more details which can be found [here](#).

### **Cancellation after installation of your home charger**

If you exercise your wish to cancel this contract during the cooling off period but after, or during, installation of your home charger, then:

- if the installation services have not been fully performed, you agree we can charge you for any installation services carried out up to the point you told us you would like to cancel;
- if the installation services have been fully performed, you will not have a right to cancel the installation services, and you will be responsible for the installation costs.

However, in both cases, you may still cancel your order of the Pod Point home charger and you will be entitled to a refund, but you will be responsible for all (or some) of the installation costs as set out above, the removal (including labour costs) and return costs of the charger. We may also deduct any reasonable amounts from any refund to reflect the diminished value of the charger as a result of installation or use.

### **Rescheduling your installation date**

You may reschedule your installation date but you must provide us with at least 2 working days’ notice if you want to do this. If you do not give us at least 2 working days’ notice, we may charge you an additional fee in accordance with our “Schedule

of Additional Charges” below. To reschedule your appointment, please contact us at the details provided above.

We ask that you schedule the installation of your home charger for a date within 3 months from the date of order and payment. If you have not confirmed your installation date by such time and, as a result, we are unable to complete your installation within such period, we reserve the right to: increase the price of your installation in accordance with our then current rates at such time; or cancel your order and, to the extent you have paid us directly for your home charger, give you a refund of your payment. We may also charge you an additional administration charge in accordance with our “Schedule of Additional Charges” below plus any exceptional or unforeseen costs we have properly incurred in dealing with your order up to the time it is cancelled. Where we can, we will take this from the payment you have already made for your order, and then give you a refund for any excess amount. This does not apply where your home charger has been funded by one of our referral partners such as a car manufacturer or car leasing company.

## **OZEV EV Charge Point Grant**

### **EV Chargepoint Grant:**

From 1 April 2022, the Office for Zero Emission Vehicles (OZEV) provides the EV Chargepoint Grant to reduce the cost of a home charger (including installation) by up to £350 **for eligible customers who are resident in flats and rental properties** (see below to check if you are eligible and for our summary of the OZEV terms and conditions).

If you would like to apply the grant to your order but do not provide completed documentation to us then we will pause your installation until you have provided this. If we have not received your completed documentation within 3 months of the date of payment then we may need to cancel your order and, pending your approval, re-order it. Our prices and installation costs do change from time to time and so the price of your product may have increased at the time of re-ordering. If we cancel your order, we may also charge you an additional administration charge in accordance with our “Schedule of Additional Charges” below plus any exceptional or unforeseen costs we have properly incurred in dealing with your order up to the time it is cancelled. Where we can, we will take this from the payment you have already made for your order, and then give you a refund for any excess amount.

You are responsible for any costs incurred due to the supply of false, inaccurate or incomplete information to us in relation to the OZEV EV Chargepoint Grant, EST home charge grants (or any similar scheme as may be offered in the future) or any other services we offer. It is your responsibility to ensure that you meet the eligibility criteria for these grants. If your application is unsuccessful or the grant ceases to be available, you will need to pay the difference to us before we can proceed with your installation.

The grant is subject to a number of terms and conditions, a summary of which is provided here.

### **Summary of OZEV terms and conditions**

- The grant is capped at £350 (including VAT) per installation.
- The grant is available to people who own and live in a flat and people living in rental accommodation (flats and single-use properties).
- The grant can only be used for retrofit (existing) properties that are currently occupied.

- It must be claimed at the time of purchase and cannot be claimed retrospectively.
- Residents must provide evidence of being the registered keeper or lessee, or be named as the primary user of an eligible EV or plug-in vehicle in order to be able to claim the grant.
- Only one claim per vehicle can be made, even if you own more than one home. A single customer can only claim the grant once in total.
- A list of qualifying electric vehicles is maintained at: **<https://www.gov.uk/government/publications/electric-vehicle-homecharge-scheme-eligible-vehicles>**
- The grant is only applicable for residential addresses with designated private off-street parking.
- If you are not the property owner and freeholder of the building, signed written permission and a proof of address from the appropriate owner or management company must be obtained prior to installation of the charger.
- Any area where the installation of a home charger may affect another property owner, written permission and a proof of address from the appropriate owners must be obtained prior to installation of the home charger.
- If you are the property owner and freeholder of a listed building, we require listed consent from the local planning authority before an installation can take place.
- The above is a summary only and not a substitute for reading the full details of the grant terms and conditions which are available here: **<https://www.gov.uk/government/publications/ev-chargepoint-grant-for-flat-owner-occupiers-and-people-living-in-rented-properties-customer-guidance>**

Customers who require additional information, or have any queries on the grant process should contact OZEV directly on:

**[chargepoint.grants@ozev.gov.uk](mailto:chargepoint.grants@ozev.gov.uk)**

## **Special Features**

### **Carbon Sync**

All our home chargers are supplied with Carbon Sync capability.

Carbon Sync allows us to briefly pause charging on instruction from official bodies (for example the National Grid) for the purposes of balancing or maintaining stability of the local or national electrical generation or distribution grid. Under normal circumstances, we do not expect Carbon Sync to have any material effect on charging, however, you agree that Carbon Sync may lead to pauses in charging from time to time.

### **Smart Charging**

- Every new Pod Point home charger purchased in the checkout offers Smart Charging. Once connected to Wi-Fi, the home charger will automatically receive over-the-air updates, meaning it continually benefits from the latest software updates available. Connecting your home charger to Wi-Fi will also allow you to see the energy used to charge your electric vehicle via the Pod Point App.
- The use of your Wi-Fi (and data allowance if any) for our Smart Charging features and any over-the-air updates are at your cost.
- You confirm that by connecting your charger to Wi-Fi, you consent to your electricity usage data being collected and used by us and provided in the Pod



Point App. All data or information collected from your charger shall be safeguarded and processed in accordance with our [Privacy Notice](#). The Pod Point App provides electricity usage data for information purposes only and should not be used as an electricity meter.

- You will need sufficient Wi-Fi coverage in the location your charger is installed. If your Wi-Fi coverage is not sufficient, any functionality that requires Wi-Fi may not work as intended or at all. For example, over-the-air updates may take a long time to complete or not complete at all, remote support diagnostics may not be possible and charging data may not be properly recorded in the Pod Point App.
- Some Smart Charging functionality may be affected if your charger has been installed as part of an Array Charging solution. Please see the relevant section below.

### **Energy Clamp**

- Whilst Smart Charging comes as standard with every home charger, the energy clamp will help to unlock even more functionality. Our energy clamp has a power balancing feature that monitors your home energy consumption, and regulates your charging rate to prevent the overloading of your property's electricity supply. The energy clamp is installed with every new Pod Point home charger purchased via our online checkout. During your installation, the installer will simply attach the clamp around the electricity meter tails and wire it into the home charger.
- Customers with solar power, detached garage installations and three-phase power supplies may experience limited energy clamp functionality which will be assessed on the day of installation.
- Please note, any alterations to our charger or its installation after we have installed it may impact the charger's functionality and/or invalidate your warranty. Please call our support team if you have any questions.
- If your charger is installed on a secondary distribution board, the energy clamp will not be effective to protect your primary distribution board from overloading.

### **Array Charging and Demand Side Response Agreement**

- If your home charger is being installed as part of an Array Charging solution (e.g. a common arrangement within residential blocks of flats or other multi-tenancy accommodation), our Array system will manage the individual and total charging load of the connected Pod Point chargers within the limits of the fixed electricity supply available to your premises. Our Array system controls the electricity demand of each charger, restricting them as necessary to ensure the incoming electrical mains supply is not overloaded. Our Array system does not operate with non-Pod Point chargers nor other electrical devices connected to it.
- By purchasing your charger as part of an Array Charging solution, you agree to permit our Array system to control the rate of charge to your vehicle where necessary in order to protect the electricity supply to your premises as described above. This is known as a Demand Side Response Agreement. Our standard Charge Scheduling feature is not available for use with chargers installed as part of an Array Charging solution.

## The Legal Bit

### Our 36 month warranty - repairs and maintenance

Pod Point home chargers are covered by at least a comprehensive 36 month repair or replacement warranty in respect of any faults arising due to our product or installation provided that you purchased the home charger directly from us. This comprehensive 36-month warranty may be extended from time-to-time by agreement between us and you (for example, under the terms of any offer available on [www.pod-point.com](http://www.pod-point.com) extending such warranty to 60 months, or 5 years). If you purchased the home charger from a third party then our warranty only applies in respect of problems with the product itself and does not cover problems arising from the installation. Please see the “What our warranty does not cover” section below for more details on this.

The warranty period commences on the date of the installation of the charger and applies to home chargers installed in the UK only. Any fault or other defect should be promptly reported to us via [help.pod-point.com](http://help.pod-point.com) as soon as you become aware of it. When reporting a fault, please quote the serial number, the date of installation and a brief description of the fault. The Pod Point technical team will carry out an assessment and will contact you to get further details and if necessary arrange a service visit. We reserve the right to decide whether to repair or replace the charger or any faulty parts or installation (using either new or reconditioned parts or equipment). Alternatively we may replace the charger with one that is of the same or later version.

Once a service visit has been scheduled, you must provide us with at least 2 working days’ notice if you wish to reschedule it. If you do not give us at least 2 working days’ notice or if nobody is present to provide access on the date of our service visit, we may charge you an additional fee in accordance with our “Schedule of Additional Charges” below. To reschedule your service visit, please contact us at the details provided above.

The repair or replacement of a charger or parts within a charger under our warranty does not extend the term of the original warranty.

You have statutory rights in relation to the Pod Point home charger and those rights are not affected by this warranty.

### What our warranty does not cover

Our warranty does not apply in respect of normal ageing, accidental damage and wear-and-tear (e.g. discoloration, normal corrosion/ oxidation) or faults arising from abnormal usage or environmental conditions (such as extreme adverse weather, fire, wind or water damage or other natural disasters).

The warranty will be void if the home charger is:

- Opened, moved, modified, tampered with or any repair is attempted by anyone other than a Pod Point authorised electrician;
- Used in a manner that is not in accordance with the relevant home charger User Guide or other user or installation instructions issued by us (which can include storage, installation, use or maintenance);
- Used with any connected equipment (such as a charging cable) that is not supplied by us or recommended for use by us with a charger;
- Stored in an unsuitable location.

Faulty chargers being repaired or replaced by us may be returned to our laboratory for assessment. If the fault is found to have arisen due to any reason for which our warranty does not apply, we reserve the right to recover the costs of the repair or replacement from you.

If you did not purchase your home charger directly from us, then our warranty only covers faults arising with the product itself and not with the installation. If you believe the fault is with the product, please ensure the charger is connected to Wi-Fi to allow us to run remote diagnostic tests to confirm the nature of the fault and contact us using the details provided above. If the fault is with the installation, you will need to contact the person from whom you purchased the charger.

### **Ownership and responsibility for loss and damage to the Pod Point home charger**

After the home charger is installed at your property, you are responsible for any loss and damage to it, except that where the charger is delivered and stored at your property before installation you are responsible for loss and damage to it while it is being stored with you.

You will own the charger only after it has been installed at your property and we have received payment in full for all amounts due from you under these terms and conditions.

### **Our responsibility to you**

We are responsible to you for any direct and foreseeable loss and damage which we cause if we breach these terms or we are negligent.

We are not responsible to you for: any loss or damage not caused by our breach or negligence; or loss of profits, loss of use, lost business, wages or missed opportunities; or for any loss or damage that is not a direct result of something we did (or failed to do) and/or was not reasonably foreseeable at the time these terms and conditions were entered into.

To be clear, we are also not responsible to you for:

- Any loss suffered due to circumstances beyond our control, such as a force majeure event or caused by a third party for whom we are not responsible;
- Any loss, damage or injury suffered as a result of someone that is not directly authorised by us opening, moving, modifying, rewiring, tampering or interfering with and/or repairing or attempting to repair your home charger;
- The installation of, or any services provided in relation to, our home chargers by someone that is not directly authorised by us. If you have purchased your charger from someone other than us, we are not responsible for the installation of, or any services provided by a third party in relation to your charger;
- Any loss or damage to other electrical appliances in your home due to the installation of your charger such as from switching off or switching on the power during installation or service, or inadequate wiring installation in your home;
- Any loss of use, or corruption of, software, data or information;
- Any loss suffered as a result of incorrect instructions or information that you have provided to us relating to your installation;
- Any loss suffered due to an aborted installation where it is not safe or practical to proceed with the installation; or

- For any loss suffered if the installation is delayed or cannot be performed because you fail to make the location available to us, or prepare the location as required in order for us to perform the installation.

**Pod Point is not responsible for installation and/or commissioning works performed by a third party**

In the absence of any negligence or other breach of duty by Pod Point, Pod Point is not responsible for any injury, loss or damage caused by any works, services, products or equipment provided or performed by you or a third party (and not by Pod Point or a party for which it is responsible) in relation to the installation and/or commissioning of your Pod Point home charger.

If the installation and/or commissioning of the charger is not performed by Pod Point, it is your responsibility to ensure that any third party appointed to install and/or commission the charger is appropriately qualified and does so in compliance with all applicable regulations and with reference to Pod Point's technical guidance instructions. Pod Point provides this guidance as a reference only and it is not a substitute for the appointment of competent persons to carry out any installation and commissioning.

**Do not open, move, modify, rewire, tamper or interfere with your Pod Point home charger once it has been installed**

You must ensure that an installed charger is not opened, moved, modified, re-wired, or otherwise tampered or interfered with, without first referring to Pod Point's latest technical guides and/or notifying Pod Point directly and complying with Pod Point's recommendations. Please also see the charger's applicable warranty terms which may be affected by such action being taken. If you have any concerns in relation to a Pod Point home charger that has already been opened, moved, re-wired or otherwise has been tampered or interfered with, please notify Pod Point directly so that appropriate advice can be provided, noting that Pod Point assumes no responsibility for your installation by virtue of providing such advice.

In the absence of any negligence or other breach of duty by Pod Point, Pod Point is not responsible for injury, loss or damage caused by the Pod Point home charger being opened, moved, modified, re-wired or otherwise tampered or interfered with by the customer or a third party (and not by Pod Point or a party for which it is responsible).

Nothing in these terms and conditions excludes or limits our responsibility for death or personal injury caused by our negligence (including our agents and subcontractors), fraud or fraudulent misrepresentation, or for our breach of any of your legal rights you have as a consumer (including the right to receive the products which are fit for purpose, as described and which are of satisfactory quality and the installation services provided with reasonable care and skill).

We are not responsible for any loss or damage caused if we fail to comply with these terms, if there is a delay, or we are unable to provide the products and services to you, as a result of something beyond our reasonable control (for example, severe weather, accidents, pandemic or unpredictable traffic delays). We are also not responsible for any loss or damage if something was unavoidable despite us using reasonable care and skill to avoid it. This could include land ownership issues, power supply or existing wiring problems. You will not be able to claim for losses that resulted from circumstances that we could not or should not have been expected to know about.

### **Local Power Network Conditions**

The rate your charger is capable of charging at is ultimately determined by local power network conditions - in other words, how much power is available at the location where it is installed. We may need to reduce the charging rate of the charger to match any limit arising from the wiring installation at your home or as required by the local power network operator.

These local power network conditions vary continuously due to the local electrical load and also as a result of local generation. If, at any time, there is not enough power available to charge at the maximum rate your charger is capable of, it may be temporarily restricted to a lower charging rate until the local conditions improve.

Local power network conditions are not under Pod Point's control and therefore we do not guarantee any particular power output or availability period in relation to your charger, and accepts no liability or responsibility for performance or availability issues arising therefrom.

### **Your information**

We may use any personal data that you provide to us in accordance with our [Privacy Notice](#), and as set out in these terms.

We will always process personal data fairly and lawfully in accordance with your rights. The processing of your personal data is necessary to perform this contract with you, and will not unduly prejudice your privacy. We may need to share your data with third parties in order to process it and comply with industry obligations. For example, we may provide government departments and other public bodies, utilities or licensed energy suppliers with electricity consumption data from our chargers (in an anonymised form) to inform future strategy and policy development.

We will take steps to ensure that any personal data we process is accurate, adequate, relevant and not excessive. We will not process it for any unconnected purpose unless you have agreed or we have another legitimate basis to do so. You may ask that we correct inaccurate personal data relating to you.

### **Other legal stuff**

We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover payments under our contract with you) or obligations under this contract to someone else without your consent. This will not affect your rights under these terms or under our warranty.

You may not transfer our contract with you or your rights under it without first getting our written consent.

If you breach these terms and we do nothing or delay taking action, we will still be entitled to take action to enforce this breach or a similar or subsequent breach of the contract with you.

Each of the paragraphs in these terms operate separately. If any of these terms are held invalid or unenforceable for any reason, the remainder of the terms shall continue in full force and effect.

### **Making changes to these terms**

These terms will always be available on our mobile app and on our website.

We can make changes from time to time to our terms. We can make favourable changes to these terms for any reason. We can also make proportionate changes for one or more of the following reasons:

- To reflect updates to functionality, security, options or services provided by us or your charger;
- To reflect changes to third-party terms and conditions that apply to us or our website or mobile app;
- To reflect changes to any requirements of local power network operators and their conditions;
- To respond to requirements placed on us by a competent authority, including any local authority or council; or
- To reflect changes in any relevant laws or regulations or industry codes of practice.

If we make changes that are clearly in your favour, we will tell you once we have made them. Otherwise, we will give you reasonable notice and tell you our reasons in the most secure way, using one of our usual channels.

### **If something goes wrong – summary of your legal rights**

The Consumer Rights Act 2015 provides you with certain legal rights in relation to the provision of the products and services. We are under a legal duty to supply products and services that are in conformity with our contract with you.

Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office, visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If there is a problem with any products or services you have purchased from us, please contact us as soon as is reasonably possible to allow us a reasonable opportunity to repair or fix any problems.

If you use an installer other than one of our in-house installers or authorised Partner Installers to repair, move or otherwise interfere with the Pod Point home charger, we will not be responsible for any faulty works undertaken, or damage caused by them.

### **Complaints**

If you are unhappy with us, or the products and services we have provided to you, please contact us at [help.pod-point.com](mailto:help.pod-point.com), we will deal with your complaint in accordance with our Complaints Handling Policy which can be viewed [here](#).

English law applies to these terms and conditions and any disputes or claims will be settled by the courts of England or Wales. If you live in Scotland or Northern Ireland, you can choose to bring a claim in the courts of England and Wales, or the courts of another part of the UK in which you live.

### **Model Cancellation Form**

*(Complete and return this form if you wish to cancel your order under the cooling off period as set out above)*

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#### *Model Cancellation form*

To: Pod Point Limited, Discovery House, 28-42 Banner Street, London, EC1Y 8QE

*I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following products [\*]/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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### **Schedule of Additional Charges**

As referred to above, we have set out below a list of the situations in which additional charges may be applied in addition to the price you paid when you ordered our product:

| <b>Situation</b>                                                                                                         | <b>Charge</b>                                    |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| Cancellation/ re-arranging installation date with less than 2 working days' notice                                       | £50                                              |
| Customer not present at installation address or we cannot gain access on date of installation due to no fault of our own | £50                                              |
| Failure to schedule your installation within 3 months of order confirmation                                              | Increase to installation cost at current rates   |
| Cancellation following failure to schedule your installation within 3 months of order confirmation                       | £50 plus any exceptional costs properly incurred |
| Failure to complete OZEV documentation within 3 months of order confirmation resulting in cancellation of order          | £50 plus any exceptional costs properly incurred |
| Non-standard installation requiring additional works                                                                     | As per quote                                     |
| Cancellation/ rearranging maintenance service visit with less than 2 working days' notice                                | £100                                             |
| Customer not present at address or we cannot gain access on date of maintenance service visit due to no fault of our own | £100                                             |