

Terms & Conditions of HomeCharge Services

These Terms and Conditions, together with your Actavo HomeCharge Quotation, constitute the entire Agreement between you and Actavo (Ireland) Limited (“Actavo”). Please ensure that the details in your Actavo HomeCharge Quotation are complete and accurate and read these Terms and Conditions carefully before you agree to proceed with the Installation and make payment to us. You will be bound by these Terms and Conditions once payment has been received.

1. INTERPRETATION AND DEFINITIONS

1.1 Unless the contrary intention appears, words in the plural shall include the singular and words in the singular shall include the plural.

1.2 Reference to any statute or provision of any statute shall be deemed to include any statutory modification, substitution or re-enactment thereof or any statutory instrument, order, regulation, permission or direction made thereunder or under such modification, substitution or re-enactment.

1.3 References to clauses are clauses in these Terms and Conditions.

1.4 The term “person” shall include an individual, firm, company, corporation, and any unincorporated bodies of persons.

1.5 Wherever the following words and phrases appear in the Actavo HomeCharge Quotation or these Terms and Conditions, they will have the following meaning.

“**Actavo**”, “**us**” or “**we**” means Actavo (Ireland) Limited.

“**Additional Work**” means any additional and/or rectification Work that is required to complete the Works, which was not included in the Actavo HomeCharge Quotation or was not reasonably foreseeable on a visual inspection of the Property by Actavo before we gave our Actavo HomeCharge Quotation.

“**Agreement**” means these Terms and Conditions together with the Actavo HomeCharge Quotation.

“**Applicant**” means the individual or company applying for Home Charge Services.

“**Certified Electrician**” means an electrician who is certified by a recognised Electrical Contractor Governing Association such as Electrical Contractors Safety &

Standards Association (ECSSA) or Register of Electrical Contractors of Ireland (RECI).

“Consumer Unit” (also called a consumer control unit or customer distribution board) means a particular type of distribution board comprising a type-tested coordinated assembly for the control and distribution of electrical energy, principally in domestic premises, incorporating manual means of double-pole isolation on the incoming circuit(s) and an assembly of one or more fuses, circuit breakers, residual current operated devices or signalling and other devices proven during the type-test of the assembly as suitable for use.

“Customer” means the person or company for whom the Home Charge Services shall be carried out.

“Electric Vehicle” means a vehicle that which is powered by electric motor(s).

“External Wall Insulation (EWI)” means a composite cladding system comprised usually of insulation and waterproof coating which is applied to all the external walls of a building.

“National Rules for Electrical Installation (ET101)” means the rules governing all electrical installation Works carried out in Ireland.

“Home Charge Point” means a 7kW, 32Amp, single phase, wall mounted unit, used for charging an Electric Vehicle

“HomeCharge Services” means the installation of a Home Charge Point or a Solar PV System to domestic premises, or such other similar services as Actavo may offer from time to time.

“Installation Component” means the two main components of the Home Charge Point:

- (a) Protection Device - this is a RCBO which is used to protect against over current, short circuit and earth leakage; and
- (b) Charge Point Supply Cable - this is the cable that is connected between the Consumer Unit and the Home Charge Point. The Charge Point Supply Cable will comply with ET101.

“SEAI Electric Vehicle Grant Scheme” is a Government grant scheme to assist eligible residents and homeowners to install an electric vehicle charge point on their property. The scheme provides a grant up to the value of €600 towards the purchase and installation of a home charge unit and is subject to SEAI terms and conditions, which can be found at:

<https://www.seai.ie/grants/electric-vehicle-grants/electric-vehicle-home-charger-grant/>

“SEAI Solar Grant Scheme” is a Government grant scheme to assist eligible residents and homeowners to install solar photovoltaic (“PV”) panels on their property. The scheme provides a grant up to the value of €2400 towards the purchase and installation of solar PV panels and is subject to SEAI terms and conditions, which can be found at:

<https://www.seai.ie/grants/home-energy-grants/solar-electricity-grant/>

“Surface Wiring Method” is a system of wiring whereby the cable connecting the distribution board and Home Charge Point is mounted directly onto the interior / exterior wall, as the case may be.

“Manufacturer’s Terms and Conditions” means the terms and conditions in respect of the products and parts supplied by a manufacturer as amended from time to time.

“Manufacturer’s Warranty” means the warranty which may be applicable in respect of the HomeCharge Services as supplied by the manufacturer.

“Parties” means us and you.

“Price” means the total price you must pay for the Works as set out in your Actavo HomeCharge Quotation.

“Property/Premises” means the address within the Republic of Ireland shown on your Actavo HomeCharge Quotation at which we shall carry out the Works.

“Actavo HomeCharge Quotation” means the price given to you by us for the Scope of Works.

“Scope of Works” means the summary of the steps involved in the Works.

“Solar PV Panels” means Solar photovoltaic panels which produce electricity. These panels generate electricity when exposed to light.

“Solar PV System” means the Solar PV Panels, relevant inverter and associated electrical equipment required for the generation and distribution of electricity in domestic premises in accordance with NSAI standards.

“Terms and Conditions” means these terms and conditions.

“VAT” means value added tax at the applicable rate from time to time.

“Works” means the Work that we will carry out at the Property, as detailed in the Scope of Works in your Actavo HomeCharge Quotation, being the installation of a Home Charge Point to the standards as set out by the SEAI or the installation of a Solar PV System.

2. WORKS

2.1 All Works are subject to approval by us.

2.2 We will carry out the Works during normal working hours (8am to 6pm Monday to Saturday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the Parties.

2.3 We will endeavour to provide accurate time estimates for completion of the Works and will make reasonable efforts to complete the Works in accordance with the time estimates provided. We cannot be held liable for unexpected delays including but not limited to inclement weather or other circumstances beyond our control and we will not be liable to you for any reasonable delay in the commencement or completion of the Works.

2.4 When carrying out the Works, we will:

- (a) take reasonable care to avoid causing physical disruption to your Property;
- (b) remove all waste material which results from the Works; and
- (c) clean up after the Works are complete.

2.5 We, where applicable, carry out the Works in accordance with Health and Safety Laws and Standards and in accordance with the provisions of any relevant planning permission of which we are notified of by you.

2.6 It is your responsibility to allow us access to the Property to carry out the Works.

2.7 Home Charge Points

If we are installing a Home Charge Point then the following also applies to that installation:

2.7.1 We will provide one Home Charge Point per Customer/per Property.

2.7.2 The make and model of the Home Charge Point will be agreed between the Parties and set out in the Actavo HomeCharge Quotation.

2.7.3 The Price includes one visit only from Actavo to inspect the Premises and complete the installation. Any subsequent visits to the Premises for the purpose of inspecting the Premises or installing the Home Charge Point may be subject to additional reasonable charges.

2.7.4 A seven pin charging socket will come with the Home Charge Point.

2.7.5 The Home Charge Point installation method used is the Surface Wiring Method.

2.7.6 Actavo will use only the Surface Wiring Method in the installation of the Home Charge Point. For clarity, we will not be responsible for Works including, but not limited to, lifting floorboards, removing panelling, running cable chases in the walls.

2.7.7 The cost of materials and labour associated with running cable underground is not covered by this offer.

2.7.8 The cost of extra materials and fixings associated with mounting the charge point on a property with External Wall Insulation (EWI) is not covered by this Agreement.

2.7.9 The Customer must have a designated parking space, within the boundary of the Premises, for the Electric Vehicle.

2.7.10 This Home Charge Point must be installed within 10 metres of the customer distribution board. The cost of any additional materials or fixings required for the installation outside of this will need to be agreed prior to installation.

2.7.11 The Home Charge Point will be surface mounted on an outside wall of the Premises provided that the Customer Distribution Board is located within the Premises.

2.7.12 A separate circuit is required from the existing Customer Distribution Board and all safety equipment is included for this new circuit.

2.7.13 Installation of the Home Charge Point is based on the assumption that the Customer's existing wiring system is in line with current Irish National Wiring Rules. If, in the opinion of Actavo, the wiring is substandard in any way, the Customer must arrange, at their own expense, to resolve any issue identified by us with the wiring before installation can occur.

2.8 Solar PV Systems

If we are installing a Solar PV System then the following also applies to that installation:

2.8.1 The make, model and specification of the Solar PV Panels will be agreed between the Parties and set out in the Actavo HomeCharge Quotation.

2.8.2 The Price includes one visit from Actavo to inspect the Premises for suitability and one 2 day visit to complete the installation. We may also need to carry out a third visit for quality control.

2.8.3 Actavo will use only the Surface Wiring Method in the installation of the PV System. For clarity, we will not be responsible for Works including, but not limited to, lifting floorboards, removing panelling, running cable chases in the walls.

2.8.4 The cost of materials and labour associated with running cable underground is not covered by this offer.

2.8.5 The inverter and associated electrical panel must be installed within 1.5m of the roof installation. Your attic space is normally the best place for this installation.

2.8.6 A separate circuit is required from the existing Customer Distribution Board and all safety equipment is included for this new circuit.

2.8.7 Installation of the Solar PV System is based on the assumption that the Customer's existing wiring system is in line with current Irish National Wiring Rules. If, in the opinion of Actavo, the wiring is substandard in any way, the Customer must arrange, at their own expense, to resolve any issue identified by us with the wiring before installation can occur.

3. PERMISSIONS

3.1 This Agreement is subject to your confirmation that you are the owner of the Property. Actavo is not liable for any Works which we carry out which have not been authorised by the owner of the Property and you agree to indemnify us for any losses howsoever arising that we incur as a result of your failure to make full and proper disclosure about the ownership of the Property.

3.2 This Agreement is entered into, and the Works are undertaken by, or on behalf of Actavo on the condition that any required licences, authorities, or permissions (including all requisite planning permissions) are already in place and that unrestricted access to your Property will be available for the Works to be undertaken. Actavo is not liable for unauthorised Works, and you agree to indemnify us for any losses howsoever arising that we incur as a result of your failure to obtain any required such licences, authorities, or permissions.

3.3 You will inform us prior to the commencement of any Works of any condition(s) in any planning permission which is/are or may be relevant to the Works. We reserve the right to notify you of any increase in the Price which may be required as a result of any condition(s) notified to us, or in the event that we reasonably believe that we will not be able to comply with such conditions we may cancel this Agreement without liability. You do not have to agree to any increase in the Price notified to you in accordance with this clause and where you do not agree, either you or we may terminate this Agreement without liability. In the absence of any notice relating to any relevant planning requirements, we will assume that there are no relevant conditions in any planning permission relating to the Works. We shall have no liability for failure to comply with any condition in a planning permission which is not notified to us, and you agree to indemnify us for any losses howsoever arising that we incur as a result of your failure to comply with your obligations under this clause.

3.4 If, before we commence the Works, you wish to change the Scope of Work to be carried out, we will advise you of any increase in the Price and provide you with a new Actavo HomeCharge Quotation (which must be accepted by you) before we carry out the Works. Any variations required to be made to the Works or any Additional Work required to properly complete the Works and any additional costs associated therewith will be agreed with you prior to the commencement of the Works or as the case may be such Additional Work or variation of the Works.

3.5 There may be some additional costs incurred by the Customer if all information is not disclosed following evaluation of the information provided.

3.6 If the electricity supply account for the Premises is not in the name of the Customer, the Customer must have the relevant electricity supply account holder's permission to use the electricity connection to charge the Electric Vehicle or to use the Solar PV System.

4. INSTALLATION

4.1 Prior to commencing the Works, we will, where relevant:

- (a) visually inspect the relevant parts of the Property, remotely or otherwise;
- (b) test the integrity of the installation area; and
- (c) carry out a technical survey of the Property, remotely or otherwise, to ascertain the suitability of the Property in relation to the proposed Works.

4.2 If the above inspections reveal that

- (a) any Additional Work is required; we shall inform you of same as soon as possible and confirm whether we are able to undertake such Additional Work and provide you with an estimate of the price and time required for completing the Additional Work; or
- (b) any safety risks are identified; we shall inform you of same as soon as possible and provide you with an estimate of the time required to remedy such risks together with any associated costs. We shall not be required to continue with any Works unless and until any increase in the Price has been agreed by you. We will issue you with a new Actavo HomeCharge Quotation which you will be required to accept prior to any Works commencing or recommencing (as the case may be). Please note that where we identify any risks we will not continue with any Works unless and until we are satisfied that all safety risks have been remedied.

4.3 Unless otherwise stated, the materials necessary for the carrying out of the Works are included in the Price.

4.4 We will exercise due care in carrying out the Works, However, it is possible that certain external/internal finishes may, nevertheless become damaged during installation, and certain areas of your property may need redecoration following completion of the Works. This Agreement does not include provision, inter alia for the painting of internal or

external walls, the making good of any finishes or any additions, unless we have failed to exercise due care and attention.

4.5 After the completion of the Works, we will:

- (a) explain and demonstrate the functions of the installation;
- (b) issue you with details of the electrical certificate and any relevant information;
- and
- (c) issue you with details of the Manufacturer's Warranty and handover pack (where applicable).

5. PRICE

5.1 The Actavo HomeCharge Quotation is an offer by Actavo to carry out the Works at the Price and is made on the basis that we will only carry out the Works as set out in the Actavo HomeCharge Quotation. The Price (inclusive of VAT) set out in the Actavo HomeCharge Quotation is valid for 30 days from the date of the Actavo HomeCharge Quotation unless we notify you, in writing, that we have withdrawn or amended it during that period. To accept the Price and proceed with the Works, you must confirm by telephone that you accept this Agreement and pay the Price in full for Home Charge Points, and 50% on acceptance and 50% on completion of the Services for Solar PV Systems, via Stripe via the hyperlink provided to you.

6. SUPPLEMENTAL COSTS

6.1 The Price does not include the cost of removing any dangerous waste material, which shall include but not be limited to asbestos.

6.2 You have no obligation to agree to any increase in the Price for carrying out the Additional Work, and if you do not agree to any Additional Work identified by us, we shall be entitled to charge you a reasonable price to cover our attendance at your Property.

7. CANCELLATION / TERMINATION

7.1 Once you have accepted the Agreement and paid the Price, neither party may terminate the Agreement unless:

- (a) these Terms and Conditions permit such termination;
- (b) Actavo is in material breach of the Agreement, and such breach is not rectified within thirty (30) days, in which case you shall be entitled to terminate the Agreement;
- (c) you are in breach of any of the terms of the Agreement, in which case we shall be entitled to terminate the Agreement; or
- (d) there is a health and safety issue that deems it is inappropriate to commence the Works, in which case we may cancel the Works.

7.2 Without affecting any other right or remedy we may have, if we terminate the Agreement in accordance with this clause 7, we shall be entitled to charge you the reasonable costs we have incurred in carrying out the Works and/or Additional Works before the date of termination. We may deduct these costs from the Price you have paid to us and if the costs exceed the Price, we may recover the excess from you.

7.3 You may terminate this Agreement up to five (5) Working days before the Works are due to be carried out.

7.4 If you have ordered the installation of a Solar PV System, and you either try to terminate this Agreement or cancel or delay the installation, then Actavo shall be entitled to retain the 50% of the Price already paid and recover any additional costs and expenses that it has already incurred in relation to the planned installation. If the installation is rebooked then the Price will be increased accordingly.

7.5 You expressly acknowledge that you do not have the right to cancel this Agreement once installation has commenced.

7.6 Notwithstanding any other provision of this Agreement, Actavo is entitled to terminate this Agreement upon five (5) days written notice to you, without any liability in contract, tort or howsoever arising under this Agreement.

8. OBLIGATION TO PROVIDE THE SERVICE

8.1 We will not be obliged to carry out the Works unless:

- (a) You have completed and signed the Actavo HomeCharge Quotation and accepted these Terms and Conditions;
- (b) You have confirmed that you are the owner of the Property, or the owner of the Property has confirmed to us, in such form as we may require, that they authorise the Works;
- (c) the scope of Additional Work (if any) has been agreed between you and Actavo;
- (d) a satisfactory survey, remote or otherwise, of the Property has been carried out by us in accordance with clause 4; and
- (e) You have paid the Price to Actavo.

9. WARRANTY

9.1 Each Home Charge Point has a manufacturer's warranty of 36 months. This is not a warranty from Actavo.

9.2 Solar PV panels have a manufacturer's warranty of 25 years. This is not a warranty from Actavo.

9.3 The installation Work shall have a warranty of 12 months from the installation date.

10. USE OF SUBCONTRACTORS

10.1 We reserve the right to use subcontractors to carry out the Works pursuant to the Agreement.

11. LIMITATION OF LIABILITY

11.1 Nothing in this Agreement affects your statutory rights. Actavo shall not have any liability whatsoever, whether in contract, tort (including, but not limited to, negligence), statute or otherwise for any injuries, damages, losses, expenses, or costs of any kind arising from this Agreement or the use of the Home Charge Services by the Customer or any third party.

11.2 Nothing in this Agreement shall exclude or limit either party's liability for wilful misconduct, or death or personal injury caused by that Party's negligence or the negligence of its officers, employees, or agents, or for fraudulent misrepresentation on the part of either Party or its officers, employees, or agents.

11.3 Actavo shall not be liable for any Work carried out on your Property by a third party and we reserve the right to immediately terminate any warranty provided by us in relation to you're the Home Charge Services (where applicable) where Work is carried out by a third party without our prior written consent.

11.4 You hereby agree to indemnify us and keep us indemnified in respect of any actions, claims or proceedings brought against us together with all loss, damage, costs, and expenses which we may incur as a consequence of any Work carried out on your Property by any party other than Actavo without our prior written consent.

11.5 In no circumstances shall we liable for any indirect, special or consequential loss you suffer arising out of or in connection with the provision or non-provision of any goods or services as a result of the service.

11.6 We have no obligation, duty or liability to you, in contract or tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.

12. FORCE MAJEURE

12.1 Actavo shall not be liable if any or all of our obligations under the Agreement cannot be carried out or fulfilled for reasons beyond our control.

13. DATA PROTECTION

13.1 Actavo will comply with its obligations under the GDPR, the Data Protection Act 2018 and any applicable data protection legislation in force and as amended from time to time. For details of our Privacy Policy please see <https://actavo.com/privacy-policy/>.

13.2 In order for Actavo to perform its obligations under this Agreement and provide you with the service, Actavo will collect and use information relating to you. Actavo may keep this information for a reasonable period after it has ceased to provide you with the service but will not keep it for any longer than is necessary and/or as required by law.

13.3 Information which you provide, or we hold, may be used by us, our employees, subcontractors and/or our agents:

- (a) for the purposes of attending your property;
- (b) to help identify you when you call;
- (c) for contacting you in writing and/or by phone and/or by text message and/or by e-mail with information about other services and products offered by us if you have consented to the same;
- (d) to obtain your feedback in relation to the quality of our customer service and the Works;
- (e) to detect and prevent crime, fraud and loss;
- (f) for health and safety and risk assessment; and
- (g) for administering accounts.

13.4 Actavo may disclose your information to other members of Actavo Group Limited and agents who act on behalf of Actavo in connection with the activities referred to above, including to any agent or third-party service provider who Actavo may engage to assist us in the performance of the service. Such agents or third parties are only permitted to use your data as instructed by Actavo. They are also required to keep your data safe and secure.

13.5 In the event that you speak to any employees of Actavo (or agents acting on its behalf) by telephone, your telephone conversations may be recorded for quality control purposes. Actavo will treat the recorded conversation as confidential and will only use it for staff training/quality control purposes, confirming details of your conversations with Actavo or any other purposes mentioned in these Terms and Conditions.

13.6 In order to protect your privacy, you may also be asked to provide suitable proof of identification. If any of your details are incorrect, please let us know and we will amend them.

13.7 You are entitled to a copy of your personal data which is held by us. You also have the right to require us to correct any inaccuracies in your information. Please also see our privacy notice at [insert link to website]. This privacy notice shall form part of these terms and conditions.

14. COMPLAINTS PROCEDURE

If you are unhappy with any aspect of our service, please let us know. You can contact our Customer Service Team in any of the following ways.

- Phone: 01-5295290
- Email: homecharge@actavo.com
- Post: Actavo, Westland House, Westland Park, Willow Road, Dublin D12 DK12, Ireland.

15. GENERAL

15.1 These Terms and Conditions apply to the Works provided by Actavo (Ireland) Limited with registered number 105844 and registered address at Westland House, Willow Road, Dublin 12.

15.2 **Notices:** Any notice or account sent by ordinary post relating to the Agreement shall be deemed to have been received on the day that is the 2nd postal day after the day of such posting. Any notice sent by the Customer by electronic mail shall be deemed to have been received upon confirmation of receipt from Actavo by electronic mail or by post. Any notice required or permitted to be given by the Customer shall be in writing addressed to Actavo (Ireland) Limited, Westland House, Willow Road, Dublin 12 or such other address or electronic mail address as may be provided to the Customer by Actavo from time to time.

15.3 **Authority:** By entering into this Agreement with Actavo, you shall be deemed to have obtained all such licences and consents as are required to allow Actavo to lawfully undertake the Service or other Works. If you have failed to obtain all necessary licences and consents required, you agree to indemnify Actavo for all loss or damage suffered and shall remain responsible for all Work done and materials supplied on a quantum merit basis.

15.4 **Asbestos:** Unless otherwise stated in correspondence with Actavo, the Service does not allow for Working in the vicinity of asbestos. If during the provision by Actavo of the Service asbestos is encountered Actavo reserves the right to withdraw its staff immediately until the premises is made safe. The presence of asbestos on the premises will be reported to you by Actavo for your instructions regarding safe disposal. Actavo will not be responsible for the cost involved in handling, disposing or subsequent repair in the event that any asbestos is encountered.

15.5 **Amendments:** We reserve the right to amend these Terms and Conditions at any time. We will publish details of any changes on the Actavo website www.actavo.com/homecharge as soon as possible prior to the changes being introduced.

15.6 **Assignment:** The Agreement is personal to you and therefore may not be assigned or transferred by you to any other person without our prior written consent. For business reasons, we have the right to assign the Agreement to any company or person.

15.7 **No waiver:** No forbearance, indulgence or relaxation on the part of Actavo shown or granted to the Customer shall in any way affect, diminish, restrict or prejudice the rights of Actavo or operate as or be deemed to be a waiver of any breach of the Agreement.

15.8 Severance: If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

15.9 Governing Law: This Agreement shall be governed by and construed in accordance with the laws Ireland. The parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

15.10 Entire Agreement: This Agreement constitutes the complete agreement between you and us and supersedes all prior understandings, agreements, representations or communications whether written or oral between you and us relating to the subject matter hereof.

16. MARKETING

16.1 With your consent, we may contact you by phone, by email, by SMS or in writing, with information on products, services and rewards that we, or other companies within the Actavo group of companies, offer. We may use third parties to send marketing communications.

Actavo (Ireland) Limited

Westland House, Westland Park, Willow Road, Dublin 12, D12 DK12, Ireland. Registered in Ireland No. 105844

Thank you for your business – More Power to You!