**Standard terms and conditions for supply of goods and services by Sunny Sparks Ltd**

**DEFINITIONS**

In this document the following words shall have the following meanings:

* + “Consumer” shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
  + “Customer” means any person who purchases Goods and Services from the Supplier;
  + “Goods” means the articles specified in the quotation;
  + “Services” means the services specified in the quotation;
  + “Supplier” means Sunny Sparks Ltd 39 United House 39 North Road, Unit 425, London,

England, N7 9DP

* + “Terms and Conditions” means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier or mentioned in the quotation.
  + “Delivery” means when the goods are delivered to the Customer’s address by the Supplier or his agent, or as the case may be, when the Customer collects the goods from the Suppliers premises.
  + “Customer’s address” means customers registered office or normal place of business.
  + “Supplier premises” means: Please fill this in with your home address

**GENERAL**

* + These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
  + Any variation to these Terms and Conditions shall be inapplicable unless agreed to in writing by the Supplier.
  + Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
  + Nothing in these Terms and Conditions shall affect the Customer’s statutory rights as a Consumer.

**THE ORDER**

* + The Customer shall be deemed to have accepted the Terms and Conditions by placing an order with the Supplier (whether it be a verbal or written order).

**PRICE AND PAYMENT**

* + The price for the Goods and Services is as specified in the Suppliers quotation.
  + Payment of the price shall be in the manner specified in the Suppliers quotation or associated correspondence.
  + If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest from the date when payment becomes due from the day to day until the date of payment at the rate of 2% above the base lending rate of the Bank of England from time to time in force.

**DELIVERY**

* + The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

**TITLE**

* + In spite of delivery having been made, property in the Goods shall not pass from the Supplier until: a. the Customer shall have paid the Price plus VAT in full; and b. no other sums whatever shall be due from the Customer to the Supplier.
  + Until property in the Goods passes to the Customer in accordance with clause 6.1 the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Supplier. The Customer shall store the Goods (at no cost to the Supplier) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Supplier’s property.

**CUSTOMER OBLIGATIONS**

To enable the Supplier to perform its obligations the Customer shall:

* + Co-operate fully with the Supplier;
  + Provide the Supplier with any information reasonably required by the Supplier;
  + Obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer;
  + If claiming the cost of any Goods or Services under government grants, comply with all government terms and conditions associated with the grant; and
  + Comply with such other requirements as may be set out in the Quotation or otherwise agreed between the parties.

**SUPPLIER’S OBLIGATIONS**

* + The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.
  + The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
  + The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.

**GOVERNMENT GRANTS**

If claiming the cost of any Goods or Services under the government Homecharge or Work Place Charge Scheme the customer agrees to comply with the following:

Homecharge Scheme

* + Comply with all terms and conditions and guidance documents set by OLEV or the governing body in relation to the scheme
  + Inform the Supplier of any changes that may affect the installation of the charging unit and/or grant claim
  + The installation address is a residential property that the Customer either owns or has consent from the property owner (Landlord) for the charging unit installation.
  + The Customer declares that they will not claim the VAT back on the installation of this charging unit from HMRC.
  + You give the Supplier permission to apply for the government Electric Vehicle Homecharge Scheme grant on your behalf and that you may be contacted in the future by the Office for Low Emission Vehicles (OLEV) or its agents to conduct a random check.
  + You agree to indemnify the Supplier against any claim (including consequential losses) arising from the installation, use or misuse of the charging unit.
  + The usage of the equipment supplied is restricted to charging electric cars. The Supplier reserves the right to disable or remove the unit in the event of any abuse or misuse of the equipment.
  + Providing the Customers installation falls within the below criteria, the advertised headline rate will be eligible. If the installation does not fall within the below criteria, additional costs will be applicable.
    - A maximum run of 10 metres from source of supply (consumer unit) to charge point
    - The property’s consumer unit must be RCD protected and have a spare way for protecting the outgoing charge point circuit.
    - Cable to be surface mounted – clipped direct
    - No groundworks needed
    - The property must have an earthing arrangement complying with current regulations
    - The charge point must be fixed to the main property and able to utilise the property’s earthing arrangement.
  + Customer information will only be shared with agreed Recipients. The Recipients are OLEV and the Supplier and its commercial partners, as well as any other body that requires this information in respect of the supply of a grant in respect of supporting the supply to the Customer of the charging unit. The Customers personal information will be safeguarded and processed in accordance with the requirements of the Data Protection Act 1998. The Customers details will only be passed to the Suppliers commercial partners and OLEV or its agents if the Customers charging unit is chosen for a random check.
  + By submitting the Homecharge application form and/or accepting installation, the Customer confirms that they have read, agreed and comply with all the conditions placed on the Electric Vehicle Homecharge Scheme as published from time to time by OLEV as well as the Suppliers Terms and Conditions listed within this document.

Workplace Scheme

* + Comply with all terms and conditions and guidance documents set by OLEV or the governing body in relation to the scheme.
  + Inform the Supplier of any changes that may affect the installation of the charging unit and/or grant claim.
  + The installation address has parking that falls within the criteria of that within the guidance documents issued by OLEV.
  + You give the Supplier permission to apply for the government Electric Vehicle Homecharge Scheme grant on your behalf and that you may be contacted in the future by the Office for Low Emission Vehicles (OLEV) or its agents to conduct a random check.
  + You agree to indemnify the Supplier against any claim (including consequential losses) arising from the installation, use or misuse of the charging unit.
  + The usage of the equipment supplied is restricted to charging electric cars. The Supplier reserves the right to disable or remove the unit in the event of any abuse or misuse of the equipment.
  + Customer information will only be shared with agreed Recipients. The Recipients are OLEV and the Supplier and its commercial partners, as well as any other body that requires this information in respect of the supply of a grant in respect of supporting the supply to the Customer of the charging unit. The Customers personal information will be safeguarded and processed in accordance with the requirements of the Data Protection Act 1998. The Customers details will only be passed to the Suppliers commercial partners and OLEV or its agents if the Customers charging unit is chosen for a random check.
  + By submitting the Workplace application form and/or accepting installation, the Customer confirms that they have read, agreed and comply with all the conditions placed on the Electric Vehicle Workplace Charging Scheme as published from time to time by OLEV as well as the Suppliers Terms and Conditions listed within this document.

**GUARANTEE**

The Supplier provides the following guarantee(s) in relation to the goods and services carried out:

* + In addition to the Customer’s statutory rights, the Supplier guarantees all Goods against faulty workmanship and materials for a period of 12 months from the date of delivery.
  + The Supplier shall under no circumstances be liable for any defects in goods arising from any drawing, design or specification supplied by the Customer.
  + The above guarantee does not extend to parts or materials not manufactured by the Supplier in respect of which the Customer shall only be entitled to the benefit of any such guarantee or warranty as is given by the manufacturer to the Supplier.
  + Unless the Supplier is liable under the contract to deliver, it will accept no responsibility what so ever for damage or loss of the goods in transit and the Supplier will not be liable for any consequential loss arising from this.
  + The Supplier will accept no liability in respect of any defect arising from wear and tear, vandalism, negligence, abnormal working conditions, failure to follow the Supplier’s instructions (whether provided orally or in writing), failure to provide suitable maintenance (maintenance recommendations available on request from Supplier), or to use the goods in accordance with the Supplier’s design specification misuse or alteration or repair of the goods without the Supplier’s approval.

**CANCELLATIONS AND REFUNDS**

* + Where the Goods are faulty or do not comply with any of the terms of the contract, the Customer must notify the Supplier within 10 days of delivery and the Customer shall be entitled to replacement components.
  + The Customer may cancel an Order by notifying the Supplier in writing at the address above within 24 hours of placing an Order and any deposit paid will be refunded in full.
  + If the Customer fails to cancel the order within the time specified in Clause 10.2 any deposit paid will only be refundable at the Suppliers discretion and the Supplier reserves the right to deduct a handling charge of 50% of the total Quotation price.

**LIMITATION OF LIABILITY**

* + Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss of damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.
  + The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

**FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage

or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

**SERVERANCE**

If any term or provision of this agreement shall in whole or in part is held to any extent to be illegal or unenforceable under any enactment or rule of law or provision or part to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be effected.

**GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

**SUBSTITUTION**

In the event of any conflict between provisions of these terms and conditions and the provision of any other document the provisions of these terms and conditions shall otherwise prevail.

**WAIVER**

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

**ARBITRATION**

All disputes or differences which shall at any time arise between the parties concerning this agreement or its construction or effect or the rights, duties or liabilities of other parties under it or any other matter in any way connected with or arising of the subject matter of this agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being (Chartered Institute of Arbitrators) in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force.

**BREACH**

In the event that these Terms and Conditions are breached by the Customer, the Supplier reserves the right to remove or disable any charging units and associated equipment and materials installed. The Customer agrees to indemnify the Supplier for all and any costs incurred by the Supplier in doing so.

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