

SMART EV CHARGE POINT SERVICES TERMS AND CONDITIONS

These Terms and Conditions detail the conditions on which We sell, deliver, and install the Smart EV Charge Point Products.

Please take the time to read the information in these Terms and Conditions carefully as they will tell You important information that You need to know about the Smart EV Charge Point Services.

1. GLOSSARY

- 1.1.** The words and phrases listed below have the following meanings when used in these Terms and Conditions:

Cooling Off Period means 14 day period from Your acceptance of the quotation provided by Us.

DNO means Distribution Network Operator.

EV means the Electric Vehicle of which You are the registered keeper or lessee.

Installer(s) means the installer that We have appointed from Our approved installer network to provide the installation of the Smart EV Charge Point Services.

Property means Your residential property being the address provided by You

Non-Standard Installation means the non-standard installation as described in Schedule 1 of these Terms and Conditions.

Smart EV Charge Point App means the mobile app, supported by either ScottishPower or the Device Manufacturer, that allows You to access Your Smart EV Charge Point remotely.

Smart EV Charge Point means an EV charge point installed in Your home for the purpose of charging Your electric vehicle that can be accessed remotely by You via the Smart EV Charge Point App.

Smart EV Charge Point Installation Products means the products relating to the installation element(s) of the Smart EV Charge Point Services, excluding for the avoidance of doubt the Smart EV Charge Point itself.

Smart EV Charge Point Manufacturer means the manufacturer of the Smart EV Charge Point.

Smart EV Charge Point Products means the products relating to the Smart EV Charge Point provided by Us to You (including the Smart EV Charge Point).

Smart EV Charge Point Services means the supply and standard installation of the Smart EV Charge Point Products and the ongoing provision of the Smart EV Solution by Us to You.

Smart EV Solution means the Smart EV Charge Point Products, the Smart EV Charge Point App and all associated equipment, software, hosting services and other related services.

Standard Installation means standard installation as described in Schedule 1 of these Terms and Conditions.

We/Us/Our/Ours means ScottishPower Energy Retail Limited (Company No: 190287) with Our registered office at 320 St. Vincent Street, Glasgow, G2 5AD.

You / Your means the individual(s) that is / are the recipient of the Smart EV Charge Point Products.

2. ELIGIBILITY REQUIREMENTS

To be eligible for the Smart EV Charge Point Services You must: (1) be over 18 years old; (2) provide Your contact mobile telephone number and email address to allow Us to arrange the installation appointment; (3) have either a driveway that provides You with off-street parking or an off-street car parking space that is for the occupier(s) of Your Property's sole use and is directly adjacent to Your Property's boundary line (You must be able to provide proof of right to use such a car parking space); and (4) either own the Property or have Your landlord's or leaseholder's authorisation to have the Smart EV Charge Point Products installed. Unless You tell Us otherwise, We will assume You have Your landlord's or leaseholder's permission for Us to carry out the installation if You do not own the Property. We are not responsible for any works carried out by Us where You have not obtained permission from Your landlord or leaseholder, nor the costs or expenses incurred as a result of any such unauthorised works.

3. PRE-INSTALLATION STEPS

3.1. Typically, within 1-3 days of Your purchase of the Smart EV Charge Point Services, Our Installer will contact You to ask You to complete an online survey. Within this survey You will be asked to provide photographs of Your Property and existing electrical system to help the Installers understand the installation requirements for Your Property.

3.2. To help Our Installer understand what work may be required as part of the installation and to determine whether the installation will be classified as a Standard Installation or Non-Standard Installation, the following images must be sent to Us in advance of the installation appointment:-

- (a) a photograph of Your switchboard;
- (b) a photograph of Your service fuse;
- (c) a photograph of the isolation switch between Your meter and switchboard;
- (d) a photograph of Your gas pipe or oil heating pipe earth bonding;
- (e) a photograph of Your water pipe earth bonding;
- (f) proposed location of the charge point and sketch of the Property floor plan with an indication of distance from the electricity meter; and
- (g) a screenshot from your device showing Your Property's Wi-Fi signal available at your proposed Smart EV Charge Point installation location.

3.3. Please be aware that if You do not provide the requested information detailed in paragraph 3.2 to Us, We will not be able to progress with Your installation.

3.4. If Your installation does not meet the criteria for a Standard Installation, the Installer will advise You of this prior to installing the Smart EV Charge Point Products and arrange to provide a quote for any additional costs involved. If You wish to proceed with the additional works, You will be asked to pay for these works prior to the installation visit. Please note that any additional work in respect of a Non-Standard Installation will be carried out in accordance with the terms of a separate agreement between You and the Installer. We will not be responsible or liable for any additional works carried out by the Installer.

3.5. You may need planning permission prior to the installation taking place. It is Your responsibility to obtain any relevant planning permissions. We are not responsible for any installations where planning permission was required but not obtained, and no refund will be provided on this basis. If there are any additional payments that You need to make, such as planning costs, You will be responsible for such payments. If any permissions have not been obtained by the start date for the installation, the installation may be delayed or cancelled, and You may be liable for any costs incurred by Us.

3.5.1 You may need groundworks prior to the installation taking place. If: (i) Your Smart EV Charge Point is to be installed on a building separate to Your Property; or (ii) after reviewing Your survey, our Installer identifies that groundworks are required, then it will be Your responsibility to arrange for these groundworks to be completed. You must provide evidence of such works being completed to Us before an installation appointment can be scheduled.

3.6. DNO

3.6.1. Please note Our Installer will also send Your details to Your DNO to carry out a load check at Your Property. The timescale for the return of this will vary from DNO to DNO and We cannot arrange an installation date until the DNO confirms that a satisfactory load check has been completed. Our Installer will manage this process on Your behalf and advise You once DNO approval has been obtained.

3.6.2. If any additional works are identified by Your DNO they will notify You directly of the requirements and any associated costs in more detail before proceeding.

3.7. Preparatory Works

3.7.1. The Smart EV Charge Point Products will only be installed if there is someone aged 18 or over present at the Property at all times during the Installers visit.

3.7.2. To prepare for the installation You must ensure that:

- (a) the area around the distribution board/electricity supply meter is clear including the cable run route;
- (b) the existing switchboard has sufficient space for the installation of additional protection units;
- (c) Your service fuse is 80A or greater;
- (d) You have an isolation switch installed between Your meter and Your switchboard (if You do not have an isolation switch our installer will advise You as to whether You need to arrange for the installation of a switch with Your energy supplier);
- (e) where possible, Your electric vehicle is available to carry out a test charge;
- (f) Your smartphone and Wi-Fi connection are available to support the demonstration of the Smart EV Charge Point and Smart EV Charge Point App; and
- (g) any groundworks required have been completed as per the Installer's specified requirements.

3.7.3. If You cannot meet all of the requirements in preparation for the installation above, the Installer may not be able to proceed with the installation. In this case, the Installer will discuss with You whether any additional works are required in order for the installation to proceed, or whether You wish to cancel the installation of the Smart EV Charge Point.

4. PAYING FOR THE SMART EV CHARGE POINT SERVICES

4.1. Paying for Your Smart EV Charge Point Services

4.1.1. Payment for Your Smart EV Charge Point Services will be made by You at the point of sale as a one-off payment via credit/debit card.

4.1.2. Where We believe it is possible and relevant to do so, We will deduct any subsidies or grants from Your quote.

4.2. Cooling Off Period

4.2.1. You may cancel Your order within the Cooling Off Period, subject to two exceptions:

- (i) If You have instructed Us to commence the Smart EV Charge Point Services prior to the end of the Cooling Off Period, and subsequently cancel Your order with Us after We have started providing the Smart EV Charge Point Services, You will be required to pay Us an amount which is in proportion to the work that has been performed up to the time You notified Us of Your wish to cancel the order.

- (ii) If the Smart EV Charge Point Products have been installed in accordance with these Terms and Conditions at Your request prior to the end of the Cooling Off Period, You lose Your right to cancel Your order even where You notify Us of Your wish to do so within the Cooling Off Period.

4.2.2. In order to process Your cancellation, We require You to:

- (a) call Us on **0800 027 0004** or
- (b) send Us an email at

evenquiries@scottishpower.com

using the template email provided at Schedule 3 of these Terms and Conditions by the end of the Cooling Off Period.

4.2.3. If You cancel Your Smart EV Charge Point Services during the Cooling Off Period and Your cancellation does not fall under one of the exceptions listed above, We will promptly refund all payments You have made. We will issue refunds without undue delay and no later than 14 days after the day on which We are informed about Your decision to cancel this contract. We will issue the refund using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise.

4.2.4. If You notify Us of Your wish to cancel Your order after the Cooling Off Period, We reserve the right to charge You a cancellation fee of £50 to cover Our committed costs in preparing for Your installation.

4.2.5. For the avoidance of doubt, We will not charge a cancellation fee whereby You have cancelled your order as a result of our non-compliance with these Terms and Conditions.

5. INSTALLATION OF THE PRODUCT

5.1. Who installs the Smart EV Charge Point Products?

5.1.1. The installation will be carried out by one of Our Installers who will carry identification cards confirming their company and qualification details at all times.

5.2. Arrange a date for installation

5.2.1. Once: (i) You have paid for the Smart EV Charge Point Services in full in accordance with paragraph 4.1; and (ii) We have received all the required installation approvals from Your DNO, We will arrange an installation appointment within Our operating times for a time and working day suitable to You. The installation will be carried out by one of Our Installers. Our operating times are from Monday to Friday between 9.00am and 5.00pm.

5.2.2. You agree to provide reasonable access to Your home to allow for the installation of the Smart EV Charge Point Products to be carried out. If We make at least two attempts to carry out the installation but cannot gain access to Your home, We may cancel the Smart EV Charge Point Services and charge You for any costs already incurred by Us to deploy an Installer.

5.3. Rescheduling Your appointment

5.3.1. If You need to reschedule, this can be done by contacting Your Installer (where their contact details have been provided in the installation appointment reminder communications) or by calling Our customer services team on **0800 027 0004** from Monday to Friday between 9.00am and 5.00pm.

5.3.2. If You miss an installation appointment, it is Your responsibility to rearrange the appointment directly with the Installer (where their contact details have been provided in the installation appointment reminder communications) or by calling Our customer services team on **0800 027 0004** from Monday to Friday between 9.00am and 5.00pm.

- 5.3.3.** If Your appointment is cancelled by Us due to bad weather or events beyond Our control, the Installer will either email, text or call You to notify You. We are not responsible for any inconvenience caused if We have to cancel Your appointment and You will need to rearrange the appointment by contacting Our customer service team or by contacting the Installer directly.

5.4. How long does it take?

- 5.4.1.** We allocate four hours for Standard Installations. If Our Installers are unable to complete the installation on the day because of supply related problems or unexpected additional works then We will reschedule the installation.

5.5. Installation Process

- 5.5.1.** Our Installer will help You choose the best position for Your Smart EV Charge Point based on Your power supply and how You park Your car. The Smart EV Charge Point Products will be put into place by drilling fixings into the wall.
- 5.5.2.** The cable will also be clipped to the wall. The power will need to be turned off for a short period while installing the circuit protection device and connecting it to Your main [electricity] supply. After a final safety test, it will be ready to use.
- 5.5.3.** The Installer will provide a full demonstration of Your Smart EV Charge Point, let You know what the different lights on the Smart EV Charge Point mean and inform You how to get in touch with Us if You have any questions following the installation.
- 5.5.4.** Whilst the Installer will take reasonable care to install the Smart EV Charge Point Products without causing any damage to Your home, the installation of the Smart EV Charge Point Products can sometimes cause damage to the surrounding areas, and this is not Our responsibility to fix. We are also not responsible for the cost of repairing any pre-existing faults or damage to Your Property that We discover while providing the services.
- 5.5.5.** If the Installer considers there is a health and safety risk in Your Property, they will not carry out or continue with the installation of the Smart EV Charge Point Products until the risk has been removed or rectified.
- 5.5.6.** If during the installation the Installer finds that the electrical wiring in the Property is unsafe or non-compliant with current regulations, the Installer will immediately cut the power supply and report this in accordance with applicable laws and regulations. The Installer will advise You on how the issue should be resolved. Please note that any work carried out by the Installer in connection with remedying these issues will be carried out in accordance with the terms of a separate agreement between You and the Installer. We will not be responsible or liable for any additional works carried out by the Installer.
- 5.5.7.** If the Installer requires to carry out additional work and the additional work is minor and it fits within the Installer's schedule for the day, the Installer may be able to take payment from You and complete the work there and then. If a quote is required, the Installer may suspend the installation and return on an alternative day. If You decide not to proceed with the additional works required to complete the installation, We will cancel the installation appointment and a full refund will be provided for any payment that You've already made.
- 5.5.8.** During the installation appointment, the Installer will guide You through the registering of Your Smart EV Charge Point on the Smart EV Charge Point App. You will also be provided with a link to the user guide and instructions in Your welcome email prior to the installation.
- 5.5.9.** Your Installer will need to access Your internet connection as part of the installation. You will need an Android or iOS Smartphone with Wi-Fi connectivity to enable You to control Your Smart EV Charge Point and use the Smart EV Charge Point Services. You will need to provide evidence of your Property's Wi-Fi signal at the Smart EV Charge Point installation location as part of your initial survey so Your Installer may assess location suitability prior to the installation appointment.

5.5.10. For a full description of the features and benefits of Our Smart EV Charge Points please refer to Our product information webpage <https://www.scottishpower.co.uk/electric-vehicles/home-ev-chargers>

6. INSTALLATION GUARANTEE

- 6.1.** This guarantee applies to the Smart EV Charge Point Installation Products, all materials and the installation services that the Installer provides for a period of 3 years from the date of completion of the installation of the Smart EV Charge Point Installation Products. If the Smart EV Charge Point Installation Products provided develops a fault within this period, or a fault arises caused by the installation services, We will replace or repair the Smart EV Charge Point Installation Products or re-perform the installation at no cost to You.
- 6.2.** This guarantee does not apply where the fault is caused by unrelated faults with Your electrical wiring at home (including voltage spikes above statutory limits) or a fault in the charging system of Your EV. We will also not be liable for damage caused to the materials and goods related to Your negligence, misuse of or tampering with the Smart EV Charge Point Products or auxiliary equipment provided with installation. We will not be responsible for faults caused in connection with Your internet, Bluetooth or other network connectivity that are not attributable to the Smart EV Charge Point Installation Products, materials or installation services provided.
- 6.3.** The Smart EV Charge Point Installation guarantee is subject to the general exclusions described in the "**General Exclusions**" section 12.

7. OWNERSHIP, RISK OF DAMAGE TO THE SMART EV CHARGE POINT PRODUCTS

You will own the Smart EV Charge Point Products once they have been installed in Your home and You will be responsible for any damage caused to the same (except where such damage is due to a defect in any of the Smart EV Charge Point Products) after installation.

8. MAINTENANCE AND UPDATES

You agree and acknowledge that from time to time We may, acting reasonably, need to make the Smart Functionalities temporarily unavailable in order to carry out maintenance or implement updates in order to improve Your user experience. We will use reasonable endeavours to minimise any such interruptions to the provision of the Smart EV Solution.

9. SMART EV CHARGE POINT FAULTS & WARRANTY

- 9.1.** Smart EV Charge Point warranty information is available through the Smart EV Charge Point Manufacturer website. In order to report an issue with Your charger We require You to call Us on **0800 027 0004** Monday to Friday 9am to 5pm or email Us at evenquiries@scottishpower.com
- 9.2.** After You have reported Your issue, We will arrange for the Smart EV Charge Point Manufacturer to carry out some remote diagnostics with You in the hope of identifying and resolving the root cause of Your issue. There may be times an engineer will have to carry out one or more onsite visits to understand the root cause and resolve Your issue.
- 9.3** Smart EV Charge Point Manufacturer decisions relating to Smart EV Charge Point warranty claims are final, We are unable to undertake any work or replace a Smart EV Charge Point in the event that a Smart EV Charge Point Manufacturer does not authorise such work to take place. Any and all concerns, queries, complaints or otherwise relating to the warranty of the Smart EV Charge Point that You may have following initial reporting pursuant to clause 9.1 must be raised directly with the Smart EV Charge Point Manufacturer.

10. ACCEPTABLE USE

10.1. You undertake to make correct and appropriate use of the Smart EV Solution and/or any of its components and/or elements. For example, You must not use the Smart EV Solution to infect the network with computer viruses, use other users' accounts or to commit any unlawful or illegal activity. You are expressly prohibited from doing any of the following to the Smart EV Solution, or using it for purposes of, or in connection with:

- (a) harassing or disturbing third parties and/or violating their privacy;
- (b) impersonating the identity of other users or third parties;
- (c) spying on other users or third parties;
- (d) informing third parties of the location of other users;
- (e) damaging the reputation, image and good name of other users or third parties; and
- (f) for advertising purposes, in order to promote products, services or activities of his/her own or third parties.

10.2. We may suspend Your use of the Smart EV Solution if We determine that You are or may be in breach of the requirements noted above. During suspension, You will not have access to all or part of the features of the Smart EV Solution, including the Smart Functionalities as described in the "Features and Benefits" section above.

11. MOVING HOME

In the event that You move home, You will need to purchase a new Smart EV Charge Point Product for installation at Your new home (and undertake a new online survey process) if You wish to continue to use the Smart EV Charge Point Services.

12. GENERAL EXCLUSIONS

12.1. We are not responsible to You for the following:

- (a) any costs, loss or damage You suffer as a result of not using the Smart EV Charge Point Products in accordance with the user guide provided to You and any instructions We provide to You, or any other unauthorised use of the Smart EV Charge Point Products;
- (b) any costs, loss or damage You suffer as a result of interfering or tampering with or carrying out unauthorised works (including maintenance and repairs) in relation to the Smart EV Charge Point Products, whether by You or anyone else;
- (c) any costs, loss or damage You suffer (including any damage to or loss of use of the Smart EV Charge Point Products) as a result of Your wilful or negligent acts or omissions; and
- (d) if You do not follow any recommendations to update the Smart EV Charge Point App or the Smart EV Charge Point's firmware and the operation of the Smart EV Charge Point is affected as a result

13. OUR LIABILITY TO YOU

13.1. We shall be responsible for loss or damage You suffer that is a foreseeable result of Our failure to comply with these Terms and Conditions or Our negligence, but We are not responsible for any loss or damage that is not foreseeable at the time You purchased the Smart EV Charge Point Services. Loss or damage is foreseeable if it was obvious that it would happen or if We and You both considered that it might happen at the time You placed the order for the Smart EV Charge Point Services. If You use the Smart EV Charge Point Products for any business or commercial purpose (including travelling to work) We will have no liability to You for any loss of profit, loss of business or business interruption. We shall not be responsible for the Smart EV Charge Point warranty.

13.2. Nothing in this Agreement shall exclude or limit either Your or Our liability for:

- (a) death or personal injury caused by negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; and

- (c) any other liability to the extent such liability cannot be excluded by law including, without limitation, Your rights under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 (where applicable) and the Consumer Rights Act 2015.

13.3. Whilst we use reasonable skill and care in the supply of information made available to You (all such information being provided in line with good industry standards), We cannot be held responsible for any information obtained from third parties in respect of Your quote. We cannot guarantee that any of the information is correct, accurate, complete, error-free, or up to date.

13.4. Subject to paragraph 13.2, Our total liability to You under these Terms and Conditions shall not exceed 100% of the amount paid by you in respect of the Smart EV Charge Point Solution.

14. YOUR LEGAL RIGHTS

Please do not hesitate to contact Your local Citizens Advice Bureau or Trading Standards if You have any questions regarding Your legal rights. You can also visit the Citizens Advice website at <https://www.citizensadvice.org.uk/> or call **0808 223 1133**.

15. EVENTS OUTWITH OUR CONTROL

We will not be liable for failing to fulfil Our responsibilities under these Terms and Conditions if We are prevented from doing so by something beyond Our reasonable control. This includes (but is not limited to) floods, fire, storms, lightning, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war or other hostilities, subsidence, building works, acts of restraints of governments, epidemic or other natural disaster, or failure of electricity supplies, public or private telecommunications networks, including broadband, Wi-Fi and SMS services.

16. CHANGES, SUSPENSION OR CANCELLATION BY US

16.1. We may, from time to time, be required to make changes to the Smart EV Charge Point Services and the Smart EV Charge Point Products, including changes reasonably required to comply with laws and regulations or to make improvements to the Smart EV Charge Point Services and/or the Smart EV Charge Point Products.

16.2. If there is any change which will significantly adversely affect You (including if We decide to stop providing the Smart EV Charge Point App and/or the smart functionalities), We will give You reasonable notice in writing of Our intention to make this change prior to it having effect. If any of the content of these Terms and Conditions requires to be changed, the ScottishPower website (<https://www.scottishpower.co.uk/electric-vehicles/chargers>) will be updated with the new terms.

17. QUESTIONS AND COMPLAINTS

17.1. If You have any questions or complaints, please:

(a) call Us on **0800 027 0004** or

(b) send Us an email at **evenquiries@scottishpower.com**

18. THIRD PARTY AGREEMENTS

You agree it is Your responsibility to check, before purchasing the Smart EV Charge Point Services, whether doing so will limit or exclude Your rights under any other agreements You have entered into with third parties, including without limitation any insurance agreements.

19. OTHER IMPORTANT TERMS

- 19.1.** We may transfer Our rights and responsibilities under these Terms and Conditions to another company. We will let You know if We intend to do this and give You the option to cancel Your use of the Smart EV Charge Point Services without liability for additional payments prior to any such transfer taking effect.
- 19.2.** These Terms and Conditions shall not be enforceable by any person who is not a party to these Terms and Conditions.
- 19.3.** Each paragraph of these Terms and Conditions operates separately. If any court or relevant authority decides that any paragraph is unlawful, the remaining paragraphs will remain in full force and effect.
- 19.4.** If We fail to insist that You fulfil any of Your responsibilities under these Terms and Conditions, or We do not enforce Our rights against You, or We delay in doing so, that will not mean that We have waived Our rights against You. It will not mean that You do not have to comply with Your responsibilities.
- 19.5.** These Terms and Conditions set out the entire agreement between the Parties and supersedes all previous arrangements, understandings or agreements between them, whether written or oral, relating to the Smart EV Charge Point Services or any similar products or services provided by Us to You. Each Party acknowledges that, in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions.
- 19.6.** If Your home is located in Scotland, the terms of this Agreement are governed by Scots law and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Scotland.
- 19.7.** If Your home is located in England or Wales, the terms of this Agreement are governed by the law of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales.

20. PERSONAL DATA AND PRIVACY

Details about how ScottishPower handles Your personal data in relation to these terms and conditions can be found in the Smart EV Charge Point Services Privacy Information Notice at www.scottishpower.co.uk/residentialevpIN

21. INTELLECTUAL PROPERTY AND DATA

As between You and Us, all right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets), and moral rights (including rights of authorship and modification) throughout the world in and to the Smart EV Solution and all of its derivative works and improvements, and any suggestions, recommendations or other feedback You provide regarding the Smart EV Solution, are owned by Us or Our licensors. We (and Our licensors) do not claim ownership in data and information that You input, upload or transfer in relation to, or which is collected from Your devices or equipment by, the Smart EV Solution ("**Solution Data**") and You retain all rights that You already hold in Solution Data. This section shall survive termination or expiration of these Terms and Conditions.

22. ACCESS AND SUPPORT

We offer a number of services for customers with disabilities or who require extra support, including providing Our documents in braille, large print or audio formats. We may also make accommodations to the way We provide Our services on a case-by-case basis. For further information please contact Us on **0800 027 0004** Monday to Friday between 9.00am and 5.00pm or email Us at evenquiries@scottishpower.com

SCHEDULE 1 – STANDARD, NON-STANDARD INSTALLATION AND UNEXPECTED ADDITIONAL WORK

1. Standard Installation

1.1. Our Standard Installation package includes:

- (a) Up to 15 meters of cable, run and neatly clipped to the internal / external wall between the electricity supply meter/distribution board and the Smart EV Charge Point;
- (b) Installation of Smart EV Charge Point to a wall or to another suitable permanent structure as per Smart EV Charge Point Manufacturer's recommendations;
- (c) Plastic conduit to conceal interior wiring;
- (d) The fitting and testing of electrical connections, protections, and equipment as required;
- (e) Installation of a compliant MCB/RCD unit;
- (f) Installation of a Surge Protection Device
- (g) Installation of a load management device and any associated CT clamp(s)
- (h) Syncing of unit with Customer Wi-Fi and sync, download, test and demonstrate the Smart EV Charge Point App.
- (i) making good all drilling and penetrations to walls;
- (j) a customer demonstration of Smart EV Charge Point, controls and the Smart EV Charge Point App.
- (k) Completion of industry required paperwork; and
- (l) Completion of grant recovery documentation (where required).

1.2. The Smart EV Charge Point must be located in Your designated off-street parking area and be fixed at a height where it can't be hit by a vehicle and cannot be installed any higher than 6 feet from the floor.

1.3. Our Installers are not able to work in crawl spaces, on roofs or in lofts if it is deemed unsafe by them. They are not able to work in extreme weather (i.e. flooding or heavy rain). If it is not safe to carry out the installation, Our Installer will return at a later date.

1.4. In the event that Your Property's Wi-Fi signal strength is insufficient to connect to the Smart EV Charge Point at Your chosen installation location, then You shall : (i) identify to Us another location for the Smart EV Charge Point ; (ii) install Wi-Fi boosters to increase the Wi-Fi signal to the necessary strength at Your own expense; or (iii) have Your installation deemed a Non-Standard Installation. In the event that Your installation is deemed a Non-Standard Installation pursuant to paragraph 1.4 of this Schedule 1, either: (i) the Installer shall confirm to You that it is possible to hardwire the Smart EV Charge Point to Your internet connection and propose a quote for a Non-Standard Installation; or (ii) the installation of Your Smart EV Charge Point shall be cancelled and We will promptly issue You a refund for any payments that You have made to Us.

2. Non-Standard Installation and Unexpected Additional Work

2.1. The following works are not included as part of the Standard Installation:

- (a) fixing cables higher than 1.8 metres (6 feet) above the ground;
- (b) any groundworks
- (c) trenching cables underground or suspending cables above ground;
- (d) providing any ethernet cable;
- (e) hard wiring a Smart EV Charge Point to an internet connection;
- (f) running cables 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. It is not Our responsibility to reinstate flooring or other building materials after a cable has been laid;
- (g) Installation in rural or island locations within the UK; and
- (h) connecting the Smart EV Charge Point to any Solar panels.

SCHEDULE 2 – FUNDING

There are a number of third-party funding schemes that You may be eligible for including:

1. OZEV GRANT

As at the date of these Terms and Conditions, the Office for Low Emission Vehicles (OZEV) provides a grant for EV drivers to have an EV Charge Point installed at their home ("**OZEV Grant**"). We will process and manage the application in order to claim the grant for You, if You are eligible. The OZEV Grant is subject to several eligibility requirements.

Customer guidance in respect of the OZEV Grant including details of the eligibility requirements is available at: <https://www.gov.uk/government/publications/ev-chargepoint-grant-for-flat-owner-occupiers-and-people-living-in-rented-properties-customer-guidance/ev-chargepoint-grant-for-flat-owner-occupiers-and-people-living-in-rented-properties-customer-guidance>. We encourage all customers to ensure they have read and can comply with the OZEV Grant requirements before proceeding.

You will need to confirm that You are eligible to receive the OZEV Grant (a) when You sign up to the Smart EV Charge Point Services; and (b) at Your installation appointment. Our Installer will ask You to sign a declaration in respect of this before they start work. If you confirm that you are eligible, we will deduct the amount equivalent to the OZEV Grant ("**Grant Amount**") from the retail price. You will be required to provide evidence to Us to demonstrate that you meet each eligibility requirement. In the event that (a) Your application for the OZEV Grant is rejected by OZEV for any reason, (b) the OZEV Grant is not available for any reason, or (c) you cannot provide the required evidence / proof of eligibility, and You would like to proceed with the purchase and installation, You will be required to pay the previously deducted Grant Amount to Us before the date of Your installation (as at the date of these Terms and Conditions the Grant Amount is three hundred and fifty pounds Sterling (£350), although this amount may be subject to change from time to time at OZEV's discretion). We will invoice You for payment of the Grant Amount and payment of such shall be made directly to Us within thirty (30) days of being notified the payment is due.

Before proceeding You have the option to either:

- (a) reschedule the appointment for a later date and consider whether You would like to proceed with payment and the installation; or
- (b) cancel the Smart EV Charge Point Services

You can cancel the Smart EV Charge Point Services at any time during the Cooling Off Period to receive a full refund.

2. Energy Savings Trust (EST) Domestic Chargepoint Funding (if available)

If you live in Scotland and, subject to EST funding availability, You could qualify for a grant of up to £400 from the EST.

The EST Grant must be claimed by You prior to installation.

The approval reference for the EST Grant must be shared with our approved Installer before an installation appointment can be given.

The EST Grant specifically targets customers in rural areas of Scotland as well as those participating in the 'Used Electric Vehicle Loan' scheme funded by Transport Scotland.

The grant is then paid by the EST to you by cheque, after the installation of your Smart EV Charge Point has been completed. For further information on this grant please visit <https://energysavingtrust.org.uk/grants-and-loans/domestic-charge-point-funding>

SCHEDULE 3 – TEMPLATE CANCELLATION EMAIL:

If You wish to cancel Your Smart EV Charge Point, please call Us on **0800 027 0004** or email Us at the following email address evenquiries@scottishpower.com, using the email template below.

Please consider this email to be notice of my cancellation of the Smart EV Charge Point Services.

Smart EV Charge Point purchased date:

Full Name:

Your ScottishPower account number:

Date:

Reason for cancellation: