



ORDER FORM

This agreement consists of this Order Form, and the following "EV Charger Agreement"

Company name : Pye Green Community Centre
("Business Owner")

Company registered address : Pye Green Community Centre, Bradbury Lane, Hednesford, WS12 4EP
("Business Address")

Site Address : Pye Green Community Centre, Bradbury Lane, Hednesford, WS12 4EP

Key site-contact : _____

Site maintenance contact : _____

Company financial contact : _____

Demarcation Point : Fuse board in power room

Additional notes:

Signed for and on behalf of

the Company

the Business Owner

On _____

On _____ **("The Commencement Date")**

EV CHARGER AGREEMENT

This EV Charger Agreement (“Agreement”) is made between EV Plus Limited (the “Company”), with a registered address 28 Forest Road, Meols, Wirral, Merseyside, CH47 6AX and the Business Owner with a registered address at the Business Address.

DEFINITIONS

“Demarcation Point” means the physical point at which the Business Owner’s power infrastructure ends and the Company’s EV charging equipment begins. This shall typically be the output terminals of the final power supply device or fused spur provided by the Business Owner, unless otherwise agreed in writing.

PURPOSE

1. This Agreement is intended to define the scope of the relationship between the Company and the Business Owner for the purpose of the installation of an electric vehicle charger (“Charger”) at the Business Owner’s parking and any other company owned by the Business Owner (“Location”).
2. The Chargers shall be installed by the Company at the Business Owner location solely for the term of this Agreement.
3. For the avoidance of doubt, the Company shall at all times remain the sole owner of the Chargers and all related equipment and nothing in this Agreement shall confer any ownership rights on the Business Owner.

TERM

4. This Agreement shall commence on the Commencement Date and continue for a period of 10 years, automatically renewing for successive 5-year terms, unless terminated by either party with not less than 12 months’ written notice prior to the end of a term.

BUSINESS OWNER OBLIGATIONS

5. The Business Owner shall:
 - (a) Not move or attempt to move the Charger to any other location other than the initial installation Location;
 - (b) Provide the Company with 24-hour access 7 days a week to the Chargers for maintenance and emergency work;
 - (c) Provide reasonable access to the power distribution equipment of the premises;
 - (d) Allow the Company to install their own meter at the discretion of the Company;
 - (e) Provide and clearly allocate parking spaces for use by Charger customers. For the avoidance of doubt, this allocation constitutes a licence to occupy and does not grant the Company any legal estate or interest in the

land, nor shall it give rise to any liability for business rates or other taxation;

- (f) Keep the Charger and its pedestal clean;
- (g) Maintain the area around the Charger clean, safe, accessible and visible to the general public;
- (h) Use its best efforts to protect the Charger from theft and damage;
- (i) Assist, to the best of their abilities, any customer that wants to use the Charger;
- (j) Notify the Company promptly of any operating problems with the Charger;
- (k) Not post or allow to be posted on the Charger any signs, plaques, advertising or other material except where authorised in writing by the Company. Such permission shall not be unreasonably withheld provided the signage does not obscure safety instructions, branding, or operating instructions; and
- (l) Be responsible for ensuring that vehicles using the EV Charger bays are actively managed and not misused by unauthorised vehicles.
- (m) Ensure a continuous and stable supply of electrical power is maintained to the Demarcation Point at a capacity suitable for operation of the installed Chargers. Any planned disruption must be notified to the Company in advance, and any unplanned outages must be reported promptly.

COMPANY OBLIGATIONS

6. The Company shall be responsible for all installation and maintenance of the Charger at the Installation Location, except what has otherwise been explicitly agreed in writing.

6a. The Company shall supply one charger cable to be loaned out by the Business Owner at their discretion. The Company shall replace the cable if lost, stolen, or damaged to the point of being unusable or unsafe, up to two times within the initial 10-year term. Any subsequent replacements shall be at the Business Owner’s expense.

6b. The Company shall provide the Business Owner with view-only access to charger usage data and statistics via its management platform, for information and reporting purposes.

7. The Company shall provide the Business Owner with appropriate instructions and training with regard to the operation of the Charger.

ENERGY CHARGE

8. The Business Owner shall charge the Company for electricity usage at a fair market rate calculated as the

cost-price of energy supplied, excluding standing charges, fixed fees, or unrelated overheads, plus 10% per kWh.

Where the Business Owner generates electricity on-site (e.g. via solar), the cost-price shall be determined using the average blended rate paid for electricity over the relevant billing period, taking into account both imported and self-generated electricity.

The Company reserves the right to request supporting documentation to validate the cost-price calculation, including recent utility bills and energy generation/export data, such audit not to be requested more than twice annually unless errors are suspected.

Any increase to the cost-price shall require at least 30 days' written notice to the Company, accompanied by supporting evidence of the change. The Company reserves the right to dispute any increase it deems unreasonable.

Where the Business Owner's cost of energy decreases (including through tariffs or onsite generation), the benefit shall be reflected proportionally in the cost-price charged to the Company.

Where a site-specific commercial arrangement exists, the terms of that arrangement shall apply in place of this clause only to the extent explicitly stated in Schedule 1 – Site-Specific Commercial Arrangement.

LIABILITY

9. The Company's liability under this Agreement is limited to the energy charge amount owed to the Business Owner for the Chargers.

10. The Company excludes all liability in relation to loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of data or information; loss of or damage to goodwill; and indirect or consequential loss.

INDEMNITY

11. The Business Owner shall fully indemnify the Company in respect of all losses, damages and costs that arise out of the Business Owner's failure to meet their obligations under this Agreement.

DISPUTE RESOLUTION

12. The Parties agree to attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations.

TERMINATION

13. Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the agreement has been placed in jeopardy;

(e) If the Company ceases trading and does not transfer its rights and obligations under this Agreement (including the Charger, associated equipment, and this contract) to a third party within 90 days, then the Business Owner shall have the right, without charge, to retain the Charger and associated electrical equipment and assume all operational control. The Company shall make reasonable efforts to transfer access credentials and documentation; or

14. This Agreement may be terminated early by mutual agreement. Where the Business Owner wishes to exit the Agreement early, the Company may, at its sole discretion, offer a buyout figure calculated based on the average revenue from the past 12 months projected forward to the end of the term, plus the fair value of the Company's installed equipment. This allows the Business Owner to retain the equipment, remove it, or repurpose the site without restriction.

15. Upon Termination the Business Owner shall provide the Company with reasonable access to the Location, permit the Company to turn off the electricity and remove the Charger and any related equipment ("Termination Obligation").

16. In the event that the Business Owner does not reasonably cooperate with the Company in relation to the Termination Obligation, the Business Owner shall be liable for the expense of removing and returning the Charger to the Company. In the event that the Business Owner fails to comply with returning the Charger within 30 days from the termination of this Agreement, they will become liable for the cost of the Charger.

REMEDIES

17. If the Business Owner fails to meet any of their obligations under this Agreement — including, but not

limited to, granting access, maintaining bay availability, cooperating with termination, maintaining energy supply to the Demarcation Point as required in Clause 5(m), or complying with energy pricing and signage requirements – the Company shall have the right to:

(a) suspend revenue sharing or other payments until compliance is restored;

(b) charge the Business Owner for any reasonable costs or losses directly arising from such failure, including costs of missed revenue or third-party callouts; and

(c) treat persistent or material non-compliance as grounds for early termination in accordance with Clause 13.

For the avoidance of doubt, these remedies are in addition to, and not in substitution for, any other rights the Company may have under this Agreement or in law.

CONFIDENTIALITY

18. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.

WAIVER

19. The failure of either party to enforce at any time any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right and shall not in any way affect the validity of this Agreement or any part hereof, or limit, prevent or impair the right of such party subsequently to enforce provision or exercise such right.

ENTIRE AGREEMENT

20. This Agreement, including the "Additional notes" section represents the entire understanding between the parties with respect to the matters contained herein and may be amended only by instrument in writing signed by the parties hereto. There are no representations or warranties, express or implied, other than those contained herein.

ASSIGNMENT

21. The Company may assign or transfer its rights and obligations under this Agreement, including to a purchaser of its business or assets, without the prior consent of the Business Owner, provided that such assignment does not materially reduce the Business Owner's rights or benefits under this Agreement.

NOTICE

22. Any notice required or permitted hereunder shall be in writing and may be given by personal service, email or

by first class postage prepaid, to the address of the party receiving the notice as appears on the signature page of this Agreement or as changed through written notice to the other party.

SEVERABILITY

23. If any provision of this Agreement, or the applicability of such provision to any person or circumstance, shall be determined to be invalid by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, all of which provisions shall remain in effect and, if the provision is capable of being construed in two ways, one of which would render it valid, the provision shall have the meaning which renders it valid.

GOVERNING LAW

24. These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England.

25. Any dispute, controversy, proceedings or claim between the parties relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England.