

POD Point Conditions of Sale

Introduction

Thank you for joining the Electric Vehicle Revolution by installing POD Point charging products. We hope that you will have a wonderful experience with our EV charging products and services over the coming months and years.

This document covers the main commitments we make to each other, and outlines what you can expect from POD Point.

Contacting Us

If you have any queries about our products and services, please don't hesitate to contact us:

Phone: 0207 247 4114
Email: Support@pod-point.com
Twitter: @POD_Point

Your Details

Customer Name: _____

Customer Address: _____

Email address: _____

Telephone: _____

Contact on site: _____

Delivery of your Charging Points

We will provide an estimate of our delivery timelines when you order, however this is only an estimate and may vary based on elements outside of our control.

All risk in the products you order (including risk of loss and/or damage to the products) shall pass to you when they are delivered to the delivery address specified in your order. We shall be under no liability for any delay or failure to deliver products.

Installation

POD Point Ltd can, in some territories, provide a turn-key service for the installation and commissioning of charge points. If we supply installation services, we will provide a 36 month warranty covering parts and labour.

Commissioning your POD Point

If we have arranged the installation of your POD Point products our install team will have correctly commissioned your charge point (s). If you have arranged your own install, once the product is installed, you will need to contact us by calling 0207 247 4114 or emailing support@pod-point.com to allow us to complete the setup of your POD Point.

Connection to the POD Point Network

To function correctly and remain fully updated, our units must communicate with the POD Point Network.

Costs for connection to the POD Point network are £5 per socket per month. A POD Point Twin has two sockets per charge point and is therefore charged at £10 per month. The data fee also allows the customer basic access to the POD Point Management Information System (MIS) at admin.pod-point.com.

Additional advanced MIS features are available at an additional monthly fee. Our network fees include any data transfer between the unit and the POD Point Network. The monthly data fees will be taken by Direct Debit monthly or annually in advance.

If you fail to make the data fee payments, your units will cease to connect to the POD Point Network, and will lose functionality and access to the MIS. Additionally, that unit will no longer be covered by any warranty or maintenance arrangements.

Pay as You Go

All POD Point units are Pay as You Go capable. Pay as You Go enables you to set a fee for EV drivers using your POD Point and for you to benefit by receiving a percentage of the revenue collected.

POD Point collects all Pay as You Go revenue from the driver through our established mobile phone app at the point of charge. The cost of using individual charge points is displayed on our mobile phone app and website. Drivers pay an hourly tariff (parts of an hour are charged on a pro rata basis).

You can download our app from opencharge.pod-point.com

When Pay as You Go is enabled, you will receive 70% of revenue collected from the EV driver. Provided the revenue due to you is in excess of £100, you will receive this income via a BACS Payment into the account specified below on an annual basis in January. If revenue is less than £100 for the year, then it will be rolled over to the next year until the payment is greater than £100. You can see how much revenue you will receive in our MIS at any time.

Energy Fees

POD Point is not responsible for the cost of energy supplied to our units. If you wish to recover the cost of energy supplied to our units, we suggest using our Pay as You Go functionality.

Carbon Sync Functionality

All POD Point units supplied are with Carbon Sync capability, which allows POD Point to briefly pause charging on instruction from official bodies (for example the national grid) for the purpose of balancing or maintaining stability of the local or national electrical generation or distribution grid. We don't expect Carbon Sync to have any material effect on you or EV drivers.

After Sales Service

We have a Customer Support centre open from 8am to 8pm every day of the week, including weekends. During those times technical help and remote assistance will be available. Outside of those hours we have a messaging system that ensures we contact customers at the earliest availability.

If you report a fault with your equipment we have a 1/5 Service level agreement. We will try to resolve the issue remotely within one working day. If we are unable to remotely solve the issue we will arrange a technician to visit the charge point within 5 working days to repair or replace the unit.

Warranty

If you experience a hardware failure with one of our products, it should be promptly reported to us by calling 0207 247 4114 or emailing support@pod-point.com, quoting the serial number and date of purchase of the product, and giving a brief description of the failure. Our support team will then investigate and may ask you to provide additional information including evidence of installation in accordance with our protocols and local regulations.

Providing your warranty has been correctly activated (see below), for a period of 36 months from the date the unit was supplied to you, we will attempt to resolve any issues remotely. If we cannot, and we suspect that there is an issue arising from any shortcoming in design or manufacture, we will attend site and inspect the unit.

If the issue is a result of any shortcoming in design or manufacture, the unit will be fixed or, at our option, exchanged for a replacement product free of charge.

Activating your Warranty

In order for your warranty to be valid, you will need to ensure:

1. Your POD Point has been installed and commissioned in accordance with POD Point's protocols and local regulations. (Obviously if POD Point arranged your install, you shouldn't need to worry about this)
2. You have accepted this document by returning a signed copy to us
3. Your direct debit for annual or monthly payments has been completed
4. You are up to date with any payments due to us.

Out of Warranty Repairs

If you are experiencing a problem with a POD Point unit which is not covered by our warranty (for example, the unit being struck by a vehicle) let us know, and we will provide you with a quote to put things right.

Additional Maintenance

At the end of the 36 month period we are happy to provide a maintenance contract with the same terms at a cost of £150 per year for a Solo unit and £300 for a Twin charge point. We will contact you at the end of your 3 year extended warranty to discuss your requirements.

Limitation of Liability

In no event will we accept any liability for any loss, costs or damage consequential of the use and/or misuse of our products except and only to the extent that this is caused by our negligence.

Force Majeure

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

Signature

I agree that I will adhere to the terms and conditions of sale, and continue to pay the monthly or annual data fee contract whilst the charge points are being operated.

Signature _____

Name and Title _____