

1. INTERPRETATION

In these terms and conditions (these “**Conditions**”) the following words and expressions shall have the following meanings:

Charging Bay: the car parking bay/area allocated for the Customer to make use of the Services;

Charging Fee: the fee displayed at the Charging Facility and incurred by the Customer for their use of the Charging Station

Charging Station: the equipment identified as part of the Services (owned by InstaVolt) which is used by the Customer to recharge electric vehicles with electricity;

Charging Facility: the Charging Station and designated Charging Bay and use of them by the Customer to recharge their vehicle with electricity;

Customer: a customer who purchases Services from InstaVolt;

Force Majeure Event: an event beyond the control of InstaVolt making performance impracticable, illegal or impossible. This includes without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

InstaVolt: means InstaVolt Limited, a company incorporated and registered in England and Wales with company number 10484882 whose registered office is at 6 Cedarwood, Crockford Lane, Chineham Park, Hampshire, RG24 8WD;

Parties: InstaVolt and the Customer;

Services: the services to be provided to the Customer by InstaVolt under these Conditions as set out in condition 3;

VAT: Value Added Tax

2. GENERAL

These Conditions set out the Customer’s rights and obligations when purchasing the Services in accordance with these Conditions.

2.1 these conditions will be deemed to be accepted when the Customer commences the Services on which date a contract will have come into existence.

3. SERVICES

3.1 InstaVolt will provide the Customer with the following services (the “**Services**”):

- 3.1.1 the ability to use the Charging Facility to recharge their vehicle with electricity;
- 3.1.2 the use of the Charging Station point of sale terminal to pay for their use of the Charging Facility by contactless credit or debit card; and
- 3.1.3 the use of a telephone helpline to aid the Customer with use of the Services or report a fault.

4. RESPONSIBILITIES OF THE CUSTOMER

- 4.1 It will be the Customer’s responsibility to
 - 4.1.1 co-operate with InstaVolt in all matters relating to the Services;
 - 4.1.2 comply with all instructions displayed at the Charging Facility and given by InstaVolt in relation to the use of the Services;
 - 4.1.3 be aware of any parking restrictions that may be being enforced nearby or attached to the Charging Facility;
 - 4.1.4 use all materials, equipment, documents and other property of InstaVolt (**Materials**) at the Charging Facility in a safe and responsible manner and not to dispose of or use the Materials other than in accordance with InstaVolt’s written instructions or authorisation together with any instructions provided by the vehicle manufacturer.;
 - 4.1.5 remove the vehicle once fully charged and ensure that access to the Charging Bay and Charging Station is cleared to allow for other users to use the Charging Facility;
 - 4.1.6 the Customer shall reimburse InstaVolt in respect of all costs, claims, demands, expenses and liabilities which they may suffer or incur out of

or in connection with the failure by the Customer to comply with the instructions and safe operation of the Charging Facility

5. PRICE AND PAYMENT FOR THE SERVICES

- 5.1 In consideration for InstaVolt providing the Services, the Customer shall pay the Charging Fee to InstaVolt for using the Charging Facility;
- 5.2 The session cost will be displayed on the Charging Station and the payment for the session will need to be made prior to the charging session commencing;
- 5.3 The Customer can pay the Charging Fee by using their credit or debit card via the Charging Station point of sale terminal;
- 5.4 The Charging Fee includes a fixed transaction fee to cover card processing and payment service fees incurred by InstaVolt;
- 5.5 Unless otherwise stated, the prices quoted by InstaVolt are inclusive of VAT;
- 5.6 The Charging Fee is displayed at each Charging Station;

6. INTERRUPTION TO SERVICES

- 6.1 The Charging Station may fail or require maintenance without notice. InstaVolt will use reasonable efforts to provide the Services to the Customer, however we cannot guarantee the Services to be free from interruption and/or faults.
- 6.2 If, in the unlikely event, that there is an interruption to the Services, then please report this via the number displayed at the Charging Facility as soon as possible to enable us to make the necessary steps to repair/fix the interruption.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in or arising out of in connection with the Services shall be owned by InstaVolt;
- 7.2 All Materials are exclusive property of InstaVolt

8. LIMITATION OF LIABILITY

- 8.1 Nothing in these Conditions shall limit or exclude InstaVolt’s liability for:
 - (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be limited or excluded by applicable law.
- 8.2 InstaVolt will not be responsible to the Customer for:
 - 8.2.1 the cost of additional or substitute Services;
 - 8.2.2 any failure to perform or delay of its obligations under the Conditions caused by a Force Majeure Event;
 - 8.2.3 any loss or damage that is not foreseeable;
 - 8.2.4 any loss or damage (including indirect and consequential) caused by the inability of the Customer to use the Charging Facility and/or the Service where not directly caused by InstaVolt;
 - 8.2.5 any defects in the Charging Station and/or the Customer’s vehicle caused by failure to follow InstaVolt’s instructions in relation to the use of the Services and the connecting and/or disconnecting of the Customer’s vehicle to the Charging Station.
 - 8.2.6 InstaVolt will not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from InstaVolt’s failure or delay to perform any of its obligations as set out in this clause 8

9. CANCELLATION RIGHTS

- 9.1 The Customer can cancel the Services provided by InstaVolt at any time however the Charging Fee for the Services already used is non-refundable.

10. GENERAL

10.1 INSURANCE

- 10.1.1 InstaVolt will maintain in force Public Liability Insurance with a limit of at least £5 million per claim.

10.2 CHANGES TO THESE CONDITIONS

- 10.2.1 InstaVolt reserves the right to amend these Conditions at any time;
- 10.2.2 any amendments to these Conditions will be effective once posted on our website and therefore you should regularly check our website for any updates

10.3 CONTACT

- 10.3.1 If you wish to contact InstaVolt, you may do so by writing to us at our registered office or contacting us on 01256 305 900.