

Terms of Business for all Clients: for Clear Flow Charging limited

SUMMARY:

Clear flow/ Clear Flow Charging are all referring to Clear Flow Charging Limited.

Client - any customer who wishes to purchase EV charging devices via the Clear Flow Charging website.

Technicians – qualified contractors who operate on our behalf to install our charging products.

Contract – any agreement to purchase products and services for the purpose of providing EV charging.

GENERAL INFORMATION: all clients

These terms are final, binding, and non-negotiable.

Office hours are Monday to Friday 09:00am to 5:00pm

Emails may be checked outside these office hours

Telephone calls will not be taken outside of office hours.

LIABILITY: all clients

The Client's satisfaction with the services offered is paramount to us, we supply top quality products sourced from reliable manufacturers which should give you great value and high-quality technology.

However, if for any reason the service we provided does not meet your expectations you must notify Clear Flow Charging Ltd within 24hours by email or telephone within office hours.

Clear Flow Charging Ltd will use reasonable care and skill in carrying out work or providing services, however, Clear Flow Charging Ltd will not be held liable for any error whatsoever, including but not limited to:

- a. Errors contained in the work carried out or service provided. Total responsibility lies with the Client and Installation Technician to check all documentation or work of any kind, as deemed necessary by each party.
- b. Loss of service or information.
- c. Loss of profit, loss of data, loss of use, loss of contract, loss of opportunity, loss of savings or discounts or rebates or harm to reputation.

If a project cannot be completed on time for an unforeseen reason, the Client will be informed immediately, and reasonable endeavours will be used to allow a suitable alternative solution to be found.

We use qualified skilled technicians to install our products, they must use their discretion on the date of install to check that your supply meets current requirements and will notify both yourself and us should that not be the case. If the technician advises other work is required to carry out the install, Clear Flow Charging Ltd cannot be held responsible for what our technicians advise, and the client will be responsible for the extra costs agreed with the Technician.

The total aggregate liability of Clear Flow Charging is limited in connection with the contract regardless of if such liability arises in tort (including negligence) or contract Clear Flow Charging liability shall not exceed a maximum of 50% of the cost of the services provided.

The terms implied by sections 3-5 of the Supply of Goods and Services Act 1982 and/or the Consumer Rights Act 2015 are to the fullest extent permitted by law, excluded from the contract.

The limitation clause shall survive termination of the contract.

The Client acknowledges that there is no contract between them and any individual employee, consultant, or Director of Clear Flow Charging Ltd. Any advice given to the Client or work provided by an employee, consultant or Director is given by that person on behalf of Clear Flow Charging Ltd and that person does not assume any personal responsibility to the Client for that advice. Accordingly, you will not bring any claim against any individual employee, consultant, or Director in respect of losses which you suffer or incur, directly or indirectly, in connection with the services provided by Clear Flow Charging Ltd.

Any installation postponed or cancelled at short notice by the client, for any reason whatsoever, but with less than 48 hours' notice, will be charged at £300.00.

No liability is taken for the introduction of partner companies, Clear Flow Charging takes no responsibility whatsoever for those whom we may introduce, it is entirely the client's decision to work with anyone on this basis we do not take any responsibility for the work they advise or carry out on site this liability remains with the installation technician not Clear Flow Charging.

Payment will be made via the website – prior to any installation. The client will only pay for extra work required, this will be pre agreed with the technician before commencement of installation of our products or other necessary upgrades required for the safe installation and paid direct to the technician.

Once products are delivered and signed for by the client, they are solely the client's responsibility, and no refund or replacement will be covered by Clear Flow Charging in the event of any loss, theft or inability of the client to provide the products on the day of installation. A fee for the technician's time will still be due, prepaid at time of purchase and in this instance will not be refundable.

A questionnaire will be provided online to assess the suitability of such installation, prior to work being done, should your property not be suitable for any reason a full refund will be arranged of any monies paid.

It should be noted that no responsibility will be taken by Clear Flow Charging for compatibility issues between devices and any issues that this may cause whatsoever.

A support package is available at extra cost via the site, this will cover technical issues and trouble-shooting - phone support and a reduced call out charge should onsite support be needed. This is in no way an insurance policy.

A cooling off period of 14 days is applicable, however, if the Client wishes work to start prior to this date please tick applicable box on purchase confirming that you wish the work to start immediately.

Clear Flow Charging Ltd

OCTOBER 2021