



Smartzone EV Home Chargers

Terms & Conditions including Warranty

These Terms and Conditions, together with your Smartzone EV Charger Quotation, constitute the entire Agreement between you and Accuflow Distribution Ltd t/a Smartzone (“Smartzone”). Please ensure that the details in your Smartzone EV Charger Quotation are complete and accurate and read these Terms and Conditions carefully before you agree to proceed with the Installation and make payment to us. You will be bound by these Terms and Conditions once payment has been received.

The headings in these Terms and Conditions are for convenience only and will not affect how they are interpreted.

1. INTERPRETATION AND DEFINITIONS

1.1. Unless the contrary intention appears, words in the plural shall include the singular and words in the singular shall include the plural.

1.2. Reference to any statute or provision of any statute shall be deemed to include any statutory modification, substitution, or re-enactment thereof or any statutory instrument, order, regulation, permission, or direction made thereunder or under such modification, substitution or re-enactment.

1.3. References to clauses are clauses in these Terms and Conditions.

1.4. The term “person” shall include an individual, firm, company, corporation, and any unincorporated bodies of persons.

1.5. Wherever the following words and phrases appear in the Smartzone EV Charger Quotation or these Terms and Conditions, they will have the following meaning.

“Smartzone”, “us” or “we” means Accuflow Distribution Limited t/a Smartzone.

“Additional Work” means any additional and/or rectification work that is required to complete the works, which was not included in the Smartzone EV Charger Quotation or was not reasonably foreseeable on virtual or visual inspection of the Property by Smartzone before we gave our Smartzone EV Charger Quotation.

“Agreement” means these Terms and Conditions together with the Smartzone EV Charger Quotation.

“Applicant” means the individual or company applying to have a Smartzone EV Charger installed.

“Certified Electrician” means an electrician who is certified by a recognised Electrical Contractor Governing Association such as Electrical Contractors Safety & Standards Association (ECSSA) or Register of Electrical Contractors of Ireland (RECI).

“Consumer Unit” (also called a customer distribution board) means a particular type of distribution board comprising a type-tested coordinated assembly for the control and distribution of electrical energy, principally in domestic premises, incorporating manual means of double-pole isolation on the incoming circuit(s) and an assembly of one or more fuses, circuit breakers, residual current operated devices or signalling and other devices proven during the type-test of the assembly as suitable for use.

“Confirmation” means the Confirmation of Agreement with Pre-qualification Approval for Supply of Home Charge Point Terms and Conditions which will contain details of the Home Charge Point;

“Customer” means the person or company for whom the Smartzone EV Charger shall be installed.

“DPA” means the Data Protection Acts, 1988 and 2003 and any other statute, statutory instrument, rule, order, directive, or regulation, of any competent national or supranational authority relating to the protection of Personal Data or the privacy of individuals (including but without limitation the GDPR with effect from the date or dates that it becomes directly effective in Ireland);

“Electric Vehicle” means a vehicle that which is powered by electric motor(s).

“External Wall Insulation (EWI)” means a composite cladding system comprised usually of insulation and waterproof coating which is applied to all the external walls of a building.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679) and any primary or secondary legislation enacted pursuant to or in the exercise of any rights obligations or options conferred on Ireland by the said Regulation;

“National Rules for Electrical Installation (ET101)” means the rules governing all electrical installation Works carried out in Ireland.

“Smartzone EV Charger” means a 7kW, 32Amp, single phase, wall mounted unit.

“Installation Component” means the two main components of the Smartzone EV Charger: Protection Device - this is a RCBO which is used to protect against over current, short circuit and earth leakage; and Charge Point Supply Cable - this is the cable that is connected between the Consumer Unit and the Smartzone EV Charger. The Charge Point Supply Cable will comply with ET101.

“SEAI Electric Vehicle Grant Scheme” is a grant scheme initiated in April 2009, the Minister for Communication Energy and Natural Resources announced the introduction of grant support of up to €5,000 for the purchase of Battery Electric Vehicles (BEVs) and up to €2,500 for the purchase of Plugin Hybrid Electric Vehicles (PHEVs). For details on SEAI requirements please visit <https://www.seai.ie/grants/electric-vehicle-grants/>.

“SEAI Electric Vehicle Home Charger Grant” is a grant scheme initiated in January 2018 where a grant of up to €600 was introduced for the installation of a home charger unit for BEV’s and PHEV’s. For details on SEAI requirements visit <https://www.seai.ie/grants/electric-vehicle-grants/>

“Surface Wiring Method” is a system of wiring whereby the cable connecting the distribution board and Smartzone EV Charger is mounted directly onto the interior / exterior wall, as the case may be.

“Manufacturer’s Terms and Conditions” means the terms and conditions in respect of the products and parts supplied by a manufacturer as amended from time to time.

“Manufacturer’s Warranty” means the warranty which may be applicable in respect of the Smartzone EV Charger as supplied by the manufacturer.

“Parties” means us and you.

“Price” means the total price you must pay for the Works as set out in your Smartzone EV Charger Quotation.

“Property/Premises” means the address within the Republic of Ireland shown on your Smartzone EV Charger Quotation at which we shall carry out the Works.

“Smartzone EV Charger Quotation” means the price given to you by us for the standard Scope of Works.

“Scope of Works” means the summary of the steps involved in the Works.

“Terms and Conditions” means these terms and conditions.

“VAT” means value added tax at the applicable rate from time to time.

“WiFi” refers to the customer's home wireless internet network, and is the responsibility of the customer to ensure is in working order and of an adequate strength of signal at the EV charger installation location.

“Works” means the Work that we will carry out at the Property, as detailed in the Scope of Works in your Smartzone EV Charger Quotation, being the installation of a Smartzone EV Charger to the standards as set out by the SEAI. “Additional works” means any extra Works to be carried out at the Premises.

2. WORKS

2.1. All Works are subject to approval by us, but we will strive to be consultative when possible.

2.2. We will provide one Smartzone EV Charger per Customer/per Property.

2.3. The make and model of the Smartzone EV Charger will be agreed between the Parties and set out in the Smartzone EV Charger Quotation. We reserve the right, when necessary, to swap chargers in the event the agreed-upon charger is unavailable. Our priority is to get a working charger and a first-touch solution for you.

2.4. The price includes one visit only from Smartzone to inspect the premises and complete the installation. Any subsequent visits to the Premises for the purpose of inspecting the premises or installing the Smartzone EV Charger may be subject to additional reasonable charges under Additional Works.

2.5. A Type 2 Charging Socket or Tethered Cable & Plug will come with the Smartzone EV Charger meeting OCPP Protocols and compliant to 2023 SEAI Standards for smart charging.

2.6. The Smartzone EV Charger installation method used is the Surface Wiring Method.

2.7. Smartzone will use only the Surface Wiring Method in the installation of the Smartzone EV Charger. For clarity, we will not be responsible for Works including, but not limited to, wiring upgrades, re-wiring fuse boards/meter boxes, lifting floorboards, removing panelling, running cable chases in the walls, etc.
(a) The Price for a standard Smartzone EV charger installation assumes a visible ground rod.

2.8. The cost of materials and labour associated with running cable underground, installing grounding rods, Wi-Fi signal boosters, electrical bonding on gas & water pipes and cable requirements over 10m's are not covered by this offer. We will do our best to identify additional costs associated with these materials & labours but sometimes our electricians will uncover additional needs on the day of installation. We will review and discuss with you prior to installation, and your acceptance is required for us to commence works.

2.9. The cost of extra materials and fixings associated with mounting the charge point on a property with External Wall Insulation (EWI) is not covered by this Agreement.

2.10. The Customer must have a designated parking space, within the boundary of the Premises, for the Electric Vehicle to follow the SEAI EV Charger Grant conditions.

2.11. This Smartzone EV Charger must be installed within 10 meters of the Customer Distribution Board / Meter Box. The cost of any additional materials or fixings required for the installation outside of this will need to be agreed prior to installation. Installation must meet Safe Electric Certification.

2.12. The Smartzone EV Charger will be surface mounted on an outside wall of the Premises provided that the Customer Distribution Board is located within the Premises.

2.13. A separate circuit is required from the existing main Customer Distribution Board / Meter Box and all safety equipment is included for this new circuit.

2.14. We will carry out the Works during normal working hours 8am to 6pm Monday to Friday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the Parties.

(a) From time to time, some installations may take longer than anticipated, and could go past 6pm

(b) While we will strive to meet our scheduled installation times, Smartzone does reserve the right to cancel, change or reschedule an installation appointment. Factors out of our control, such as Electrician availability, weather or other unforeseen circumstances may affect our ability to carry out the installation. A new date will be provided as soon as possible, based on availability.

2.15. We will endeavour to provide accurate time estimates for completion of the Works and will make reasonable efforts to complete the Works in accordance with the time estimates provided. We cannot be held liable for unexpected delays including but not limited to inclement weather or other circumstances beyond our control and we will not be liable to you for any reasonable delay in the commencement or completion of the Works.

2.16. When carrying out the Works, we will:

(a) take reasonable care to avoid causing physical disruption to your property.

(b) remove all waste material which results from the Works; and

(c) clean up after the Works are complete.

2.17. We, where applicable, carry out the Works in accordance with Health and Safety Laws and Standards and in accordance with the provisions of any relevant planning permission of which we are notified of by you.

2.18. It is your responsibility to allow us access to the Property to carry out the Works.

2.19. Installation of the Smartzone EV Charger assumes that the Customer's existing wiring system is in line with current Irish National Wiring Rules. If, in the opinion of Smartzone, the wiring is substandard in any way, the Customer must arrange, at their own expense, to resolve any issue identified by us with the wiring before installation can occur.

3. PERMISSIONS

3.1. This Agreement is subject to your confirmation that you are the owner of the Property. Smartzone is not liable for any works which we carry out which have not been authorized by the owner of the Property and you agree to indemnify us for any losses howsoever arising that we incur as a result of your failure to make full and proper disclosure about the ownership of the Property.

3.2. This Agreement is entered into, and the works are undertaken by, or on behalf of Smartzone on the condition that any required licenses, authorities, or permissions (including all requisite planning

permissions) are already in place and that unrestricted access to your property will be available for the Works to be undertaken. Smartzone is not liable for unauthorised works, and you agree to indemnify us for any losses howsoever arising that we incur as a result of your failure to obtain any required such licenses, authorities, or permissions.

3.3. You will inform us prior to the commencement of any works of any condition(s) in any planning permission which is/are or may be relevant to the works. We reserve the right to notify you of any increase in the Price which may be required as a result of any condition(s) notified to us, or in the event that we reasonably believe that we will not be able to comply with such conditions we may cancel this agreement without liability. You do not have to agree to any increase in the Price notified to you in accordance with this clause and where you do not agree, either you or we may terminate this agreement without liability. In the absence of any notice relating to any relevant planning requirements, we will assume that there are no relevant conditions in any planning permission relating to the Works. We shall have no liability for failure to comply with any condition in a planning permission which is not notified to us, and you agree to indemnify us for any losses howsoever arising that we incur as a result of your failure to comply with your obligations under this clause.

3.4. If, before we commence the works, you wish to change the Scope of Work to be carried out, we will advise you of any increase in the Price and provide you with a new Smartzone EV Charger Quotation (which must be accepted by you) before we carry out the works. Any variations required to be made to the works or any additional work required to properly complete the works and any additional costs associated therewith will be agreed with you prior to the commencement of the Works or as the case may be such Additional Work or variation of the works.

3.5. There may be some additional costs incurred by the Customer if all information is not disclosed following evaluation of the information provided.

3.6. If the electricity supply account for the Premises is not in the name of the Customer, the Customer must have the relevant electricity supply account holder's permission to use the electricity connection to charge the Electric Vehicle.

4. INSTALLATION

4.1. Prior to commencing the works, and after confirmation by applicant who has accepted the T&Cs, we will, where relevant:

- (a)** visually inspect the relevant parts of the Property, remotely or otherwise.
- (b)** test the integrity of the installation area; and
- (c)** carry out a technical survey of the Property, remotely or otherwise, to ascertain the suitability of the Property in relation to the proposed Works.

4.2. If the above inspections reveal that

- (a)** any Additional Work is required; we shall inform you of same as soon as possible and confirm whether we are able to undertake such Additional Work
- (b)** Additional Work, may include, but is not limited to ground rods, Wi-Fi extenders, additional cabling and any other material identified by the Electrician to complete the works.
- (c)** any safety risks are identified; we shall inform you as soon as possible and provide you with an estimate of the time required to remedy such risks together with any associated costs. We shall not be required to continue with any works unless and until any increase in the Price has been agreed by you.

We will issue you with a new Smartzone EV Charger Quotation which you will be required to accept prior to any Works commencing or recommencing (as the case may be). Please note that where we identify any risks we will not continue with any works unless and until we are satisfied that all safety risks have been remedied.

(d) In the event we cannot complete the installation, we will communicate clearly why we can't proceed. In the event that additional works are required, this may require additional chargers. In the event Smartzone cannot complete the necessary works, such as ESB wire upgrades, fuse board and meter board upgrades, water & gas bonding, etc, we reserve the right to pause and hold payment until the completion of the works.

4.3. Unless otherwise stated, the materials necessary for the carrying out of the Works are included in the Price of a standard Smartzone EV charger installation.

4.4. We will exercise due care in carrying out the works, However, it is possible that certain external/internal finishes may, nevertheless become damaged during installation, and certain areas of your property may need redecoration following completion of the works. This Agreement does not include provision, inter alia for the painting of internal or external walls, the making good of any finishes or any additions, unless we have failed to exercise due care and attention.

4.5. After the completion of the works, we will complete a hand off that will:

(a) explain and demonstrate the functions of the installation.

(b) issue you with details of the electrical certificate and any relevant information; and

(c) issue you with details of the Manufacturer's Warranty (where applicable).

(d) if for any reason the person is unavailable for the handoff, our electrician may move on to their next assignment

(e) we are available however, at a time that meets both party's needs, to discuss the necessary details of the works at the earliest convenience

(f) from time to time, if certification is unable to be completed at the time of installation, we will complete certification at our earliest convenience

5. PRICE & PAYMENT

5.1. The Smartzone EV Charger Quotation is an offer by Smartzone to carry out the works at the price and is made on the basis that we will only carry out the works as set out in the Smartzone EV Charger Quotation. The Price (inclusive of VAT) set out in the Smartzone EV Charger Quotation is valid for 30 days from the date of the Smartzone EV Charger Quotation unless we notify you, in writing, that we have withdrawn or amended it during that period.

5.2. To accept the price and proceed with the Works, you accept these T&Cs along with price via phone, or email or in writing. This is considered acceptance of T&Cs and consent for Smartzone to proceed.

5.3 At time of order we require a deposit of a minimum of €299 to secure your scheduled install date. The balancing payment must be made in full 2 weeks prior to the start of installation. The provision of a confirmed installation date may take up to 10 working days and will be shared with you at our earliest convenience.

5.4 Payment can be made by debit or credit card online, or via EFT Bank Transfer as required. Your customer service representative will give you options that best suit you.

6. SUPPLEMENTAL COSTS

6.1. The Price does not include the cost of removing any dangerous waste material, which shall include but not be limited to asbestos.

6.2. You have no obligation to agree to any increase in the Price for carrying out the Additional Work, and if you do not agree to any Additional Work identified by us, we shall be entitled to charge you a reasonable price to cover our attendance at your Property.

6.3 Any additional costs associated with the install will be discussed with your customer service representative after review of the site survey and any pictures/videos received. We will do our very best to identify any additional costs that may be required outside of the standard install, such as additional ground rods, wifi extenders, extra cables, etc. You must accept these additional chargers before installation can take place.

7. CANCELLATION / TERMINATION

7.1. Once you have accepted the Agreement and paid at the deposit of €299 at a minimum, neither party may terminate the Agreement unless:

(a) these Terms and Conditions permit such termination;

(b) Smartzone is in material breach of the Agreement, and such breach is not rectified within thirty (30) days, in which case you shall be entitled to terminate the Agreement;

(c) You are in breach of any of the terms of the Agreement, in which case we shall be entitled to terminate the Agreement; or

(d) There is a health and safety issue that deems it is inappropriate to commence the Works, in which case we may cancel the Works.

7.2. Without affecting any other right or remedy we may have, if we terminate the Agreement in accordance with this clause 7, we shall be entitled to charge you the reasonable costs we have incurred in carrying out the Works and/or Additional Works before the date of termination. We may deduct these costs from the price you have paid to us and if the costs exceed the price, we may recover the excess from you.

7.3. You may terminate this Agreement up to five (5) Working days before the Works are due to be carried out.

7.4. You expressly acknowledge that you do not have the right to cancel this Agreement once installation has commenced.

7.5. Notwithstanding any other provision of this Agreement, Smartzone is entitled to terminate this Agreement upon five (5) days written notice to you, without any liability in contract, tort or howsoever arising under this Agreement.

7.6 In the event of a refund, it may take up to 30 days to fully process the monies due to our payment system, partners and payment processes currently in place.

8. OBLIGATION TO PROVIDE THE SERVICE

8.1. We will not be obliged to carry out the Works unless:

(a) You have completed and accepted the Smartzone EV Charger Quotation and accepted these Terms and Conditions.

- (b) You have confirmed that you are the owner of the Property, or the owner of the Property has confirmed to us, in such form as we may require, that they authorize the works;
- (c) the scope of Additional Work (if any) has been agreed between you and Smartzone;
- (d) a satisfactory survey, remote or otherwise, of the Property has been carried out by us in accordance with clause 4; and
- (e) You have paid the Price to Smartzone.

9. WARRANTY

9.1. Each Smartzone EV Charger has a manufacturer's warranty of 36 months. This is not a warranty from Smartzone.

9.2. The installation Work and components other than the Smartzone EV Charger shall have a warranty of 12 months from the installation date.

10. USE OF SUBCONTRACTORS

10.1. We reserve the right to use subcontractors to carry out the Works pursuant to the Agreement.

11. LIMITATION OF LIABILITY

11.1. Nothing in this Agreement affects your statutory rights. Smartzone shall not have any liability whatsoever, whether in contract, tort (including, but not limited to, negligence), statute or otherwise for any injuries, damages, losses, expenses, or costs of any kind arising from this Agreement or the use of the Smartzone EV Charger by the Customer or any third party.

11.2. Nothing in this Agreement shall exclude or limit either party's liability for wilful misconduct, or death or personal injury caused by that Party's negligence or the negligence of its officers, employees, or agents, or for fraudulent misrepresentation on the part of either Party or its officers, employees, or agents.

11.3. Smartzone shall not be liable for any Work carried out on your Property by a third party and we reserve the right to immediately terminate any warranty provided by us in relation to your home charger (where applicable) where Work is carried out by a third party without our prior written consent.

11.4. You hereby agree to indemnify us and keep us indemnified in respect of any actions, claims or proceedings brought against us together with all loss, damage, costs, and expenses which we may incur as a consequence of any Work carried out on your Property by any party other than Smartzone without our prior written consent.

11.5. In no circumstances shall we be liable for any indirect, special, or consequential loss you suffer arising out of or in connection with the provision or non-provision of any goods or services as a result of the service.

11.6. We have no obligation, duty, or liability to you, in contract or tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.

12. FORCE MAJEURE

12.1. Smartzone shall not be liable if any or all of our obligations under the Agreement cannot be carried out or fulfilled for reasons beyond our control.

13. DATA PROTECTION

13.1. Smartzone will comply with its obligations under the GDPR, the Data Protection Act (DPA) 2018 and any applicable data protection legislation in force and as amended from time to time. For details of our Privacy Policy please see <https://Smartzone.com/privacy-policy/>.

13.2. In order for Smartzone to perform its obligations under this Agreement and provide you with the service, Smartzone will collect and use information relating to you. Smartzone may keep this information for a reasonable period after it has ceased to provide you with the service but will not keep it for any longer than is necessary and/or as required by law.

13.3. Information which you provide, or we hold, may be used by us, our employees, subcontractors and/or our agents:

(a) for the purposes of attending your property;

(b) to help identify you when you call;

(c) for contacting you in writing and/or by phone and/or by text message and/or by e-mail with information about other services and products offered by us if you have consented to the same;

(d) to obtain your feedback in relation to the quality of our customer service and the works;

(e) to detect and prevent crime, fraud and loss;

(f) for health and safety and risk assessment; and

(g) for administering accounts.

13.4. Smartzone may disclose your information to other members of the Accuflow Group Ltd and agents who act on behalf of Smartzone in connection with the activities referred to above, including to any agent or third-party service provider who Smartzone may engage to assist us in the performance of the service. Such agents or third parties are only permitted to use your data as instructed by Smartzone. They are also required to keep your data safe and secure.

13.5. In the event that you speak to any employees of Smartzone (or agents acting on its behalf) by telephone, your telephone conversations may be recorded for quality control purposes. Smartzone will treat the recorded conversation as confidential and will only use it for staff training/quality control purposes, confirming details of your conversations with Smartzone or any other purposes mentioned in these Terms and Conditions.

13.6. In order to protect your privacy, you may also be asked to provide suitable proof of identification. If any of your details are incorrect, please let us know and we will amend them.

13.7. You are entitled to a copy of your personal data which is held by us. You also have the right to require us to correct any inaccuracies in your information. Please also see our privacy notice at <https://Smartzone.com/privacy-policy/>. This privacy notice shall form part of these terms and conditions.

14. COMPLAINTS PROCEDURE

If you're unhappy with any aspect of our service, please let us know. You can contact our Customer Service Team in any of the following ways.:

Phone: 021-496 6248

Email: info@smartzone.ie

Post: Smartzone, Unit 12, Southside Business Park, Togher, Cork, Ireland. T12 FR50

15. GENERAL

15.1. These Terms and Conditions apply to the Works provided by Accuflow Distribution Ltd t/a Smartzone with registered number 450395 and registered address at Unit 12, Southside Business Park, Togher, Cork, Ireland. T12 FR50

15.2. Notices: Any notice or account sent by ordinary post relating to the Agreement shall be deemed to have been received on the day that is the 2nd postal day after the day of such posting. Any notice sent by the Customer by electronic mail shall be deemed to have been received upon confirmation of receipt from Smartzone by electronic mail or by post. Any notice required or permitted to be given by the Customer shall be in writing addressed to Accuflow Distribution Ltd t/a Smartzone, Unit 12 Southside Business Park, Togher, Cork, T12 FR50. or such other address or electronic mail address as may be provided to the Customer by Smartzone from time to time.

15.3. Authority: By entering into this Agreement with Smartzone, you shall be deemed to have obtained all such licences and consents as are required to allow Smartzone to lawfully undertake the Service or other Works. If you have failed to obtain all necessary licences and consents required, you agree to indemnify Smartzone for all loss or damage suffered and shall remain responsible for all Work done and materials supplied on a quantum meruit basis.

15.4. Asbestos: Unless otherwise stated in correspondence with Smartzone, the Service does not allow for Working in the vicinity of asbestos. If during the provision by Smartzone of the Service asbestos is encountered Smartzone reserves the right to withdraw its staff immediately until the premises is made safe. The presence of asbestos on the premises will be reported to you by Smartzone for your instructions regarding safe disposal. Smartzone will not be responsible for the cost involved in handling, disposing or subsequent repair in the event that any asbestos is encountered.

15.5. Amendments: We reserve the right to amend these Terms and Conditions at any time. We will publish details of any changes on the Smartzone website www.Smartzone.ie as soon as possible prior to the changes being introduced.

15.6. Assignment: The Agreement is personal to you and therefore may not be assigned or transferred by you to any other person without our prior written consent. For business reasons, we have the right to assign the Agreement to any company or person.

15.7. No waiver: No forbearance, indulgence, or relaxation on the part of Smartzone shown or granted to the Customer shall in any way affect, diminish, restrict, or prejudice the rights of Smartzone or operate as or be deemed to be a waiver of any breach of the Agreement.

15.8. Severance: If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

15.9. Governing Law: This Agreement shall be governed by and construed in accordance with the laws Ireland. The parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

15.10. Entire Agreement: This Agreement constitutes the complete agreement between you and us and supersedes all prior understandings, agreements, representations, or communications whether written or oral between you and us relating to the subject matter hereof.

16. MARKETING

16.1. With your consent, we may contact you by phone, by email, by SMS or in writing, with information on products, services, and rewards that we, or other companies within the Smartzone group of companies, offer. We may use third parties to send marketing communications.