

Agreement Reference Number:

Date:

**PAN LONDON SCHEME**

**Amended and Restated Partnership Agreement  
on variation of Scheme with BluePointLondon Limited**

**Conformed Copy**

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<b>Conditions</b>	the Scheme for Scheme Partners set out in Schedule 2;
<b>“Scheme”</b>	means the Pan London Scheme;
<b>“Scheme Operator”</b>	means BluePointLondon Limited, a company incorporated and registered in England and Wales with company registration number 08803842 whose registered office is at 33 Gutter Lane, London EC2V 8AR;
<b>“Scheme Partner”</b>	means any person or organisation who enters into this Partnership Agreement (directly or through a Deed of Adherence) with the Scheme Operator; any reference to a “Scheme Partner” shall be to a Public Scheme Partner or a Private Scheme Partner, as the context requires;
<b>“Private Scheme Partner”</b>	means a Scheme Partner who is not a London borough Scheme Partner;
<b>“Public Scheme Partner”</b>	means a Scheme Partner who is either a London borough or Transport for London.

1.2 save as set out in Clause 1.1 and unless the context indicates otherwise, words and expressions defined in this Agreement will have the same meanings as ascribed to them in the Partnership Terms and Conditions;

1.3 the terms and conditions set out in the Partnership Terms and Conditions are incorporated into and form part of this Agreement;

1.4 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement; and

1.5 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where the conflicting part of the Schedule is explicitly expressed to take precedence.

## **2. Commencement and Duration**

2.1 This Agreement shall commence on the Commencement Date and shall continue in

full force and effect unless and until terminated in accordance with Clause 6.

- 2.2 The rights and obligations of each Scheme Partner shall commence on the Effective Date (as defined in the Partnership Terms and Conditions) and shall continue in respect of each Charge Point included in the Scheme from time to time in accordance with the Partnership Terms and Conditions.

### **3. The Scheme**

- 3.1 The persons set out in Schedule 1 are the first Scheme Partners with effect on and from the Commencement Date.
- 3.2 Any other person who wishes to join the Scheme as a Scheme Partner after the Commencement Date shall enter into the Deed of Adherence with the Scheme Operator substantially in the form set out in Schedule 3 to this Agreement.

### **4. Scheme Management**

- 4.1 The Scheme Operator shall be responsible for organising and conducting an annual meeting throughout the duration of this Agreement to discuss the Scheme ("Annual Meeting").
- 4.2 The rules governing the Annual Meeting are as follows:
- 4.2.1 The location and time of the Annual Meeting shall be determined by the Scheme Operator.
- 4.2.2 The Scheme Operator shall invite the Scheme Partners to the Annual Meeting by no less than three (3) months' written notice.
- 4.2.3 Each Scheme Partner must confirm whether or not it will attend the Annual Meeting within one (1) month of receipt of the Scheme Operator's notice.
- 4.2.4 If a Scheme Partner wishes to include an item on the agenda for the Annual Meeting it must notify the Scheme Operator at least six (6) weeks prior to the date of the Annual Meeting. Scheme Partners are invited to consider if they wish to discuss their transport policies and any other statutory obligations in relation to the Scheme at the Annual Meeting.
- 4.2.5 If a person who is scheduled to attend the Annual Meeting becomes unable to attend, the relevant Scheme Partner shall, where possible, give reasonable notice to the Scheme Operator and either arrange for an appropriate alternative person to attend or confirm to the Scheme Operator that it will not have a representative at the Annual Meeting.

- 4.2.6 There will be no minimum number of attendees required for the Annual Meeting to proceed.
- 4.2.7 Each Scheme Partner shall at all times ensure that its representatives at all meetings have authority to speak on behalf of the Scheme Partner.
- 4.2.8 Each Party shall be responsible for the costs incurred by its own representatives in attending the Annual Meeting and the Annual Meeting will be held in London.
- 4.3 The Annual Meeting is a discussion forum and the Parties acknowledge that no decision reached at the Annual Meeting which seeks to amend or vary the terms of the Scheme or this Agreement will be binding unless made in accordance with Clause 7 below.
- 4.4 The Parties acknowledge that it may from time to time be necessary and/or desirable for other ad hoc meetings to be held in addition to the Annual Meeting.
- 4.5 Each Scheme Partner shall, at the Scheme Operator's request on reasonable notice first being given, provide promptly to the Scheme Operator at no additional cost such reasonable information in relation to the Scheme Partner's Charge Points (including in relation to the specification, installation, maintenance and details of applicable warranties in relation to such Scheme Partner's Charge Points) as the Scheme Operator may reasonably request, taking into account the purpose of which such information is required.

## **5. Relationship of the Parties**

- 5.1 The Parties to this Agreement are not carrying on a business in common with a view of profit (though this provision is without prejudice to payment of Additional Variable Scheme Fees that might fall due pursuant to Part B of Appendix 8). Nothing in the Agreement constitutes, or shall be deemed to constitute, a legal partnership between the Parties pursuant to the Partnership Act 1890.
- 5.2 Except as expressly provided in the Agreement, no Party shall be deemed to be the agent of the other, nor shall any Party hold itself out as the agent of the other.
- 5.3 Nothing in the Agreement will render the Scheme Operator's employees, contractors or agents, an employee, agent or partner of any Scheme Partner by virtue of the provision of the Scheme under the Agreement.
- 5.4 The obligations of each Scheme Partner arising under this Agreement are several in relation to every other Scheme Partner and not joint with any other Scheme Partner.

5.5 No guarantee or other assurance or acceptance of liability is provided in connection with this Agreement by any Scheme Partner in respect of any other Scheme Partner.

## **6. Termination**

6.1 The Scheme Operator may terminate this Agreement at any time for convenience upon no less than 12 months' prior written notice to the Scheme Partners.

6.2 A Scheme Partner may:

6.2.1 terminate this Agreement at any time for convenience upon no less than 12 months' prior written notice to the Scheme Operator PROVIDED THAT the Agreement shall continue in respect of each then-existing Charge Point (subject to any earlier termination or exclusion of such Charge Point from the Scheme in accordance with Schedule 2):

(a) for Scheme Partner's Charge Points, unless such Charge Point has been withdrawn from the Scheme by the Scheme Partner in accordance with Condition 16.2.1 of Schedule 2; and

(b) for Scheme Operator's Charge Points, unless such Charge Point has been withdrawn from the Scheme by the Scheme Partner pursuant to paragraphs 4.7 and 4.8 of Appendix 7;

6.2.2 terminate its participation in this Agreement or withdraw any of its Charge Points from the Scheme in accordance with the Partnership Terms and Conditions.

## **7. Variation**

7.1 The Scheme Operator may make minor variations or amendments to the terms of this Agreement (which do not increase the Scheme Partner's costs or liabilities, reduce amounts payable to a Scheme Partner or materially change the terms of this Agreement) at any time upon fifteen (15) days' written notice to the Scheme Partners, such notice to specify if the Scheme Operator has classified the relevant variation or amendment as minor. If the Scheme Partner does not agree that such variation or amendment is minor, it shall notify the Scheme Operator in writing before expiry of the relevant fifteen (15) day notice period, and the Scheme Partner and the Scheme Operator shall discuss the Scheme Partner's concerns. Without prejudice to such discussion, the Scheme Operator may (for expediency) treat the proposed variations or amendments under the procedure set out in Clause 7.2 below.

7.2 For any variations or amendments which are not minor, the Scheme Operator may make such variations or amendments to the terms of this Agreement at any time



upon three (3) months' written notice to the Scheme Partners.

- 7.3 If any proposed variation or amendment by the Scheme Operator pursuant to Clause 7.2 would materially change the terms of this Agreement (other than where such change is required by Applicable Law), a Scheme Partner is entitled to withdraw from this Agreement and the Scheme upon no less than one (1) months' written notice to the Scheme Operator, such notice to be served within sixty (60) days of the date of the Scheme Operator's notice under Clause 7.1.

## **8. Assignment and Novation**

- 8.1 The Scheme Operator may novate or otherwise transfer this Agreement (in whole or in part).
- 8.2 Within twenty (20) Business Days of a written request from the Scheme Operator, the Scheme Partners shall at their expense execute such agreement as the Scheme Operator may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement to one or more persons nominated by the Scheme Operator.
- 8.3 This Agreement is personal to each Scheme Partner who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Scheme Operator.

## **9. Entire Agreement**

- 9.1 Subject to Clause 9.2:
- 9.1.1 this Agreement and all documents referred to in this Agreement, contains all of the terms which the Parties have agreed relating to the subject matter of this Agreement and this Agreement and such documents supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Scheme. No Party has been induced to enter into this Agreement by a statement which this Agreement does not contain; and
- 9.1.2 each Scheme Partner is responsible for and shall make no claim against the Scheme Operator in respect of any incorrect or incomplete information howsoever obtained.
- 9.2 Nothing in this Clause 9 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Parties.

**10. Survival**

The provisions of Clauses 1, 5 and 9 and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination of this Agreement shall do so.

**11. Further Assurance**

Each of the Scheme Operator and a Scheme Partner will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other reasonably considers necessary to give full effect to the provisions of the Agreement.

**12. Counterparts**

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

**SCHEDULE 1**  
**SCHEME PARTNERS**

**Schedule 1 - Scheme Partners**

Each Scheme Partner at the Commencement Date:

[NOT USED]

**SCHEDULE 2**  
**PARTNERSHIP TERMS AND CONDITIONS**

## Schedule 2 - Partnership Terms and Conditions

### 1. Definitions and Interpretation

In these Terms and Conditions:

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

<b>“Additional Variable Scheme Fees”</b>	Scheme Fees that are payable to Public Scheme Partners in accordance with the terms of Part B of Appendix 8;
<b>“Agreement”</b>	means the Scheme Partnership Agreement into which these Terms and Conditions are incorporated;
<b>“Applicable Law”</b>	means any: <ul style="list-style-type: none"> <li>(a) statute, statutory instrument, regulation, by law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal);</li> <li>(b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or</li> <li>(c) industry code of conduct or guideline, which relates to the Agreement and/or the Charge Points or the activities of the Scheme;</li> </ul>
<b>“Application Form”</b>	means the form set out in Appendix 5 and as may be amended from time to time;
<b>“Application Process”</b>	means the process for including a Charge Point in the Scheme as set out in Appendix 5 and as may be amended from time to time;
<b>“Asset Number”</b>	means the Scheme asset identification number allocated to a Charge Point when accepted into the Scheme by the Scheme Operator;

<b>“Barrier Closed Parking Bay”</b>	means a dedicated parking bay for a Charge Point off the street in a car park which is closed by a barrier and which Scheme Users can only enter by paying the Scheme Partner for parking;
<b>“Brand”</b>	means the Scheme brand and logo of the Scheme Operator set out in Appendix 3;
<b>“Branding Guidelines”</b>	means the branding guidelines for the use of the Brand as set out in Appendix 4 and as may be amended by the Scheme Operator from time to time;
<b>“Business Day”</b>	means any day excluding Saturdays, Sundays or public or bank holidays in England;
<b>“Charge Point”</b>	means the charge point infrastructure (together with associated feeder pillar) that enables an Eligible Vehicle to connect to and charge from an electricity supply, which is accepted by the Scheme Operator into the Scheme in accordance with the Application Process or otherwise in accordance with the Agreement;
<b>“Confidential Information”</b>	means all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to a Party (including, in relation to the Scheme Operator, the Scheme Operator’s Group and in relation to a Scheme Partner, the Scheme Partner’s Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Scheme Operator (or any member of the Scheme Operator’s Group) or the Scheme Partner (or any member of the Scheme Partner’s Group) as the case may be;
<b>“Costs Cap”</b>	means the aggregate maximum permitted

amount reimbursable from the Scheme Operator to the Scheme Partner in respect of Maintenance Costs and/or any Data Management Costs, being £500 (including VAT) per calendar year per relevant Charge Point;

**“Data Management Costs”**

means the actual costs incurred in respect of management of any Usage Data by the Scheme Partner pursuant to its Maintenance Contracts in fulfilment of its obligations under this Agreement (if any), but always excluding the following: all other operating costs, insurance costs, electricity costs, the replacement cost of a Charge Point, all costs and works that are covered by warranty and, subject to paragraph 6.2, Appendix 6 (VAT) and in any event to the Costs Cap;

**“Direct Maintenance Responsibility”**

means where responsibility for maintaining a Scheme Partner's Charge Point (including handling data management responsibilities relating to that Scheme Partner's Charge Point) has been directly transferred to the Scheme Operator pursuant to paragraph 7.1 of Appendix 6. “Direct Maintenance Responsibility” specifically excludes circumstances under paragraph 4 of Appendix 6 (where the Scheme Operator only acts as the Scheme Partner's agent within the scope of its appointment under a letter of authority issued by the Scheme Partner, for the purposes of ordering maintenance services);

**“Effective Date”**

means the date on which a Scheme Partner enters into the Agreement (including by way of Deed of Adherence);

**“Effective Variation Date”**

has the meaning assigned to it in the Deed of Variation;



<b>“Eligible Vehicle”</b>	means any plug-in vehicle with a licensed number plate;
<b>“Excessive Maintenance”</b>	means where, in the Scheme Operator’s reasonable opinion, a Charge Point requires more corrective maintenance than would reasonably be expected for such a Charge Point in order for it to operate in accordance with the requirements of this Agreement (for example, and by way of illustration only, where the average number of on-site interventions for corrective maintenance, calculated during any 3 month period, is more than twice the theoretical number of on-site interventions than the Scheme Operator would typically expect, calculated as from the MTBF for the relevant Charge Point;
<b>“Financially Unviable”</b>	means, in relation to a Charge Point, that in the opinion of the Scheme Operator acting reasonably, the cost of maintaining, repairing or replacing the Charge Point or ensuring that the Charge Point meets the Technical Specification or any minimum safety standards required by law is not economically justified (if, by way of example, it has repeated faults or is damaged or uses incompatible or obsolete systems, or the quotation for repairing or replacing it or upgrading it is rejected by the Scheme Partner) or would involve disproportionate effort;
<b>“Force Majeure Event”</b>	means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes or any emergency road works or road closures, or other such actions or other event beyond a Party’s reasonable control to the extent that

such event has materially affected the ability of the Party relying on the Force Majeure Event (“Affected Party”) to perform its obligations in accordance with the terms of the Agreement or which would require de-installation, re-installation or any work to be done or costs to be incurred in respect of a Charge Point but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

**“Holding Company”**

means any company which from time to time directly or indirectly controls a Scheme Partner or the Scheme Operator (as the case may be), where “control” is as defined by section 1124 of the Corporation Tax Act 2010;

**“Insolvency Event”**

means any of the following:

- (a) a Scheme Partner and/or its Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver or manager being appointed over all or part of the business of a Scheme Partner and/or its Holding Company;
- (c) an administrator being appointed in respect of a Scheme Partner and/or its Holding Company, or a Scheme Partner and/or its Holding Company becoming subject to an application for administration;
- (d) being a company, a Scheme Partner and/or its Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up

(except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);

(e) a Scheme Partner and/or its Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986;

(f) being an individual or firm, a Scheme Partner becoming bankrupt or dying;

any similar event to those in (a) to (f) above occurring in relation to a Scheme Partner and/or its Holding Company under the law of any applicable jurisdiction for those purposes;

**“Intellectual Property Rights”**

means any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

**“Losses”**

means all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

**“Maintenance Contract”**

means a contract between the Scheme Partner and a service provider under which the Scheme

Partner has appointed such service provider to carry out maintenance and/or data management services in relation to a Scheme Partner's Charge Point;

**“Maintenance Costs”**

means the maintenance costs for a Charge Point, which shall be the actual maintenance cost incurred by the Scheme Partner in maintaining a Charge Point pursuant to its Maintenance Contracts including any costs incurred to repair a Charge Point in the event of vandalism, but always excluding the following: all costs and works that are covered by warranty and, subject paragraph 6.2, Appendix 6 (VAT) and in any event to the Costs Cap;

**“Maintenance SLA”**

means the maintenance service level agreement set out in Appendix 2;

**“Maintenance Specification”**

means the maintenance specification for the Charge Points set out in Appendix 2;

**“Minimum Period”**

means, in respect of each individual Scheme Partner's Charge Point (and excluding all Scheme Operator's Charge Points), a period of four (4) years calculated from either:

- (a) from the Effective Variation Date (in respect of any Scheme Partner's Charge Point which is already in place as at the Effective Variation Date); or
- (b) the date on which that Scheme Partner's Charge Point is accepted by the Scheme Operator into the Scheme in accordance with the Application Process (in respect of any Scheme Partner's Charge Points which are added to the Scheme after the Effective Variation Date (or, for any Scheme Partners newly joining the Scheme following the appointment of BluePointLondon Limited to operate the

Scheme, after the effective date of the Deed of Adherence pursuant to which that Scheme Partner has joined the Scheme);

- “MTBF”** means the mean time before failure;
- “Open Parking Bay”** means a dedicated parking bay for a Charge Point on the street or in a car park which is not closed by a barrier for which parking was or would ordinarily be charged to Scheme Users by the Public Scheme Partner ;
- “Parties”** means the Scheme Operator and each Scheme Partner who is from time to time and at the relevant time a party to the Agreement (including their successors and permitted assignees) and “Party” shall mean any or all of them as the case may be;
- “Partnership Manager”** means the Scheme Operator’s representative described in Condition 10.1.1, as notified to the Scheme Partners by the Scheme Operator from time to time;
- “Planning Activities”** means any legitimate and justifiable road works, road closures, street planning or other planning activities undertaken by a Scheme Partner in the usual course of its responsibilities (which would include, for example, any generally planned activities to put in a one way traffic flow system but which would not include, without limitation, any activities that are specifically or solely designed for the purposes of moving a Charge Point) which would require de-installation, re-installation or any other work to be done in respect of a Charge Point;
- “Quarter”** means each consecutive period of 3 months starting on and from 01 April in each year and the period (if any) starting on the day following expiry of the last such period of 3 months and ending on the date of termination of the

Agreement; “Quarterly” shall be construed accordingly;

<b>“Rapid Charge Point”</b>	means a Charge Point that is capable of delivering more than 43 kilowatts of power to a plug-in vehicle;
<b>“Remediation Plan”</b>	means a Scheme Partner’s plan for the remedy of any material or persistent breach of the Agreement to be prepared in accordance with Condition 16.4;
<b>“Renewal Period”</b>	means, in relation to any Scheme Partner’s Charge Point, a twelve month period immediately following expiry of the Minimum Period or expiry of any previous twelve-month renewal period (as applicable);
<b>“Scheme Data”</b>	means all data and information in respect of the Scheme, including the Usage Data;
<b>“Scheme Fees”</b>	(a) the fee payable by the Scheme Operator to the Public Scheme Partner only for each Open Parking Bay in which the Public Scheme Partner houses a Charge Point (or a Scheme Operator’s Charge Point as the case may be), such fee to be calculated depending on the London zone (zone 1 - zone 9 as determined by Transport for London) and borough in which such Charge Point (or a Scheme Operator’s Charge Point as the case may be) is located, in accordance with Part A of Appendix 8; and  (b) any Additional Variable Scheme Fees that are payable;
<b>“Scheme Manager”</b>	means the person appointed by the Scheme Operator from time to time to manage aspects of the Scheme, as set out in Condition 10.1.2;
<b>“Scheme Operator’s Charge</b>	a charge point designated and owned by the

<b>Point</b>	Scheme Operator and included in the Scheme by agreement between the Scheme Operator and the Scheme Partner in accordance with these Partnership Terms and Conditions;
<b>“Scheme Operator’s Marks”</b>	means any registered or unregistered trade marks, service marks, trade names, logos or brand of the Scheme Operator, including the Brand, and any applications for the grant of such rights;
<b>“Scheme Operator’s Group”</b>	means the Scheme Operator, its subsidiaries and subsidiary undertakings and any Holding Company or parent undertaking of the Scheme Operator (including without limitation Bolloré S.A. of 31-32, Quai de Dion-Bouton, 92811 Puteaux Cedex, France with company number 055 804 124) and all other subsidiaries and subsidiary undertakings of any Holding Company or parent undertaking of the Scheme Operator (and “member of the Scheme Operator’s Group” shall be construed accordingly);
<b>“Scheme Partner’s Charge Point”</b>	means a Charge Point owned by the Scheme Partner which the Scheme Partner has placed in the Scheme (and specifically excludes Scheme Operator’s Charge Points);
<b>“Scheme Partner’s Group”</b>	means the Scheme Partner, its Holding Companies, its Subsidiaries and the Subsidiaries of any of its Holding Companies from time to time (“Holding Company” and “Subsidiary” having the meanings set out in section 1159 Companies Act 2006);
<b>“Scheme Partner’s Premises”</b>	the premises of the Scheme Partner at which the Charge Point (including where the Charge Point is a Scheme Operator’s Charge Point) is located;
<b>“Scheme User”</b>	means any person whose application for

registration is accepted by the Scheme Operator for access to Scheme Charge Points or otherwise granted access to the Scheme Charge Points pursuant to an agreement between the Scheme Operator and an operator of another charge point scheme;

**“Scheme User Contract”**

means the contract concluded between the Scheme Operator and a Scheme User for using the Charge Points;

**“Senior Personnel”**

has the meaning assigned to it in condition 23.2;

**“System”**

means the information technology system (hardware and/or software, as applicable) and operating platform which enables access to a Charge Point and the collection of Usage Data, but excluding the Scheme Operator’s information technology systems;

**“Technical Specification”**

means the technical specification for the Charge Points set out in Appendix 1 (including conditions required for purposes of interoperability of the Charge Points with the Scheme Operator’s information technology systems);

**“Terms and Conditions”**

means these terms and conditions and all other documents referred to in these terms and conditions;

**“Usage Data”**

means all data and information collected from a Charge Point in respect of usage of that Charge Point;

**“VAT”**

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature;

1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;



- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Agreement;
- 1.4 a reference to any document other than as specified in 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Agreement;
- 1.5 headings are included for ease of reference only and do not affect the interpretation or construction of these Terms and Conditions;
- 1.6 references to Conditions and Appendices are references to conditions of and appendices attached to these Terms and Conditions;
- 1.7 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.8 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

## **2. Operation and Development of the Scheme**

- 2.1 The Scheme Operator shall be responsible for managing the Scheme at its own cost, but subject at all times to the terms of this Agreement, and shall in such manner as the Scheme Operator deems appropriate:
  - 2.1.1 promote and market the Scheme, including:
    - (a) the development of the Brand;
    - (b) a launch communications programme for the Scheme; and
    - (c) communications throughout the duration of the Scheme;
  - 2.1.2 implement a dedicated website or microsite (or an alternative medium) to provide the Scheme Partner with information relating to **its** Charge Points (being that Scheme Partner’s Charge Points and any Scheme Operator’s Charge Points that are installed on that Scheme Partner’s Premises):
    - (a) information regarding Eligible Vehicles and the Scheme, which may include, but is not limited to (for Charge Points which comply with the

Technical Specification and which are situated within the Scheme Partner's locations):

- (i) number of Scheme Users and valid subscriptions;
- (ii) number of chargings and bookings of Charge Points;
- (iii) average duration of charges;
- (iv) number of Charge Points in the Scheme and the busiest Charge Points within the Scheme Partner's locations;
- (v) number of Charge Point maintenance incidents opened and closed;
- (vi) for any relevant Scheme Operator's Charge Points, the net-book value of such Scheme Operator's Charge Points at the commencement of the relevant calendar year;

- (b) the Usage Data;
- (c) updated information to Scheme Users on the locations and operability of Charge Points within the Scheme subject to receipt of such information from each Scheme Partner; and
- (d) the Scheme Operator's audited and certified financial statements within one hundred and twenty (120) days after the end of each calendar year during the term of the Agreement;

2.1.3 administer the application and registration process for Scheme Users, including:

- (a) collecting payments from any Scheme User in respect of access to, use of and any occupation of any Charge Point by such Scheme User, according to the relevant Scheme User Contract, except in circumstances expressly provided in these Terms and Conditions;
- (b) providing directly (or ensuring that an operator of another charge point scheme provides) each Scheme User with an access key to enable them to access a Charge Point in the Scheme; and
- (c) providing each Scheme User with access to a customer helpdesk to report any problems with a Charge Point in the Scheme at no more than normal call rates;

- 2.2 The Scheme Operator has absolute discretion as to whether or not to accept a Charge Point into the Scheme. The Scheme Operator may at any time, including without limitation after updating the Technical Specification, review all or any of the Charge Points for compliance with such Technical Specification and where access is required to the Scheme Partner's Premises for the purposes of reviewing the Charges Points and the Scheme Partner has specific access requirements, such access shall be subject to the Scheme Operator providing reasonable prior notice of at least 30 days and the Scheme Operator and the Scheme Partner may enter into a separate written agreement to ensure the Scheme Operator's compliance with such access requirements. If any Charge Point is found not to comply with the Technical Specification, the provisions of Conditions 16.3 and 16.4 shall apply. Notwithstanding the foregoing, the Scheme Operator acknowledges that existing Charge Points as at the Effective Variation Date may not be compliant with the Technical Specification. For such Charge Points:
- 2.2.1 the Scheme Partner is entitled to a transition period until 1 March 2015 or any other date agreed between the Scheme Operator and the Scheme Partner, from which date it must ensure that the Charge Point is fully compatible with the Technical Specification; and
  - 2.2.2 the Scheme Operator will co-operate with the Scheme Partner and discuss with the Scheme Partner how best to achieve such compatibility.
- 2.3 The Scheme Operator and the Public Scheme Partner will engage in discussions with a view to replacing certain Charge Points owned by the Public Scheme Partner with Scheme Operator's Charge Points, which (if agreed by the Public Scheme Partner) the Scheme Operator would then maintain and operate at its own cost in the manner described in Appendix 7. If the Public Scheme Partner wishes to replace a Scheme Partner's Charge Point with a Scheme Operator's Charge Point, it shall issue a Replacement Request in accordance with paragraph 1, Appendix 7.
- 2.4 The Scheme Operator and the Public Scheme Partner will each use reasonable endeavours to identify and consider suitable sites for establishing new charge points in new locations. The Scheme Operator and the Public Scheme Partner shall each (but without any commitment) take into account in such discussions (i) the Scheme Partner's transport policies and other statutory obligations; and (ii) Scheme Operator's preference to Open Parking Bays located on the street to increase visibility of the Scheme. The Scheme Operator and the Public Scheme Partner shall discuss and try to agree a programme for extension and development of the Scheme in relation to the Public Scheme Partner's locations as well as any issues or concerns

either Party may have relating to the locations and the usage of existing Public Scheme Partner Charge Points on an annual basis, without prejudice and subject at all times to a Public Scheme Partner's usual exercise of its statutory functions and duties, in particular relating to consideration of any planning applications that may be submitted.

- 2.5 The Scheme Operator will discuss with the Private Scheme Partner its suggestions and recommendations in relation to Charge Points owned by the Private Scheme Partner, with a view to harmonising all Charge Points utilised in the Scheme. All discussions and advice provided by the Scheme Operator are given purely in an advisory capacity, without liability. The Private Scheme Partner relies on any advice or recommendations given by the Scheme Operator at its own risk and is responsible for making its own decisions.

### **3. Scheme Partnership**

#### **3.1 *Introducing New Charge Points***

3.1.1 If a Scheme Partner wants to include one or more Charge Points in the Scheme, it shall complete the Application Form and submit it to the Scheme Operator in accordance with the Application Process, together with all information requested by the Scheme Operator, including the location of the proposed Charge Point(s). The Scheme Partner could also at any time request the Scheme Operator to include a Scheme Operator's Charge Point within the Scheme Partner's Premises, and the Scheme Operator shall consider and respond to such Scheme Partner's request within 40 days of receipt of such request. It is a condition of the Scheme that all Charge Points in the Scheme must meet and continue to meet the minimum Technical Specification.

#### **3.2 *Duration for Scheme Partner's Charge Points***

3.2.1 Each Scheme Partner's Charge Point shall continue in the Scheme for the Minimum Period and shall thereafter automatically renew within the Scheme for consecutive twelve (12) month periods (each such period a "Renewal Period") unless the Charge Point has been withdrawn or excluded from the Scheme in accordance with these Conditions and subject also to any earlier termination of the Agreement or of the relevant Scheme Partner's participation in the Agreement.

#### **3.3 *Maintenance of Scheme Partner's Charge Points***

3.3.1 In relation to maintenance of Scheme Partner's Charge Points, the provisions in Appendix 6 apply.

3.4 *Obligations in relation to Scheme Partner's Charge Points*

3.4.1 The Scheme Partner shall be responsible for the duration that any Scheme Partner's Charge Point continues within the Scheme, and in respect of such Scheme Partner's Charge Point for:

- (a) ensuring that:
  - (i) all necessary consents, licences, conditions and permissions are obtained and complied with in respect of the installation of the Charge Point; and
  - (ii) installation of the Charge Point and all associated costs and ensuring that it is installed by suitably qualified and experienced personnel and in accordance with the manufacturer's instructions (unless the Scheme Operator has agreed to assume responsibility for such installation); and
  - (iii) the location of the installation of the Charge Point is in accordance with all applicable policies, guidance and codes of conduct and streetscape guidance and principles;
- (b) procuring the connection of the Charge Point to an electricity supply by suitably qualified and experienced personnel and for procuring the supply of electricity to the Charge Point in accordance with all Applicable Law;
- (c) subject to prior reasonable notice by or on behalf of the Scheme Operator, granting access to its premises (where applicable to the relevant Charge Point) during the Scheme Partner's normal business hours to enable the Scheme Operator to inspect and access the Charge Point and access the Usage Data (and where the Scheme Partner has specific access requirements, the Scheme Partner may enter into a separate written agreement to ensure the Scheme Operator's compliance with such access requirements);
- (d) maintaining an up-to-date register of the Asset Number and location of each of its Charge Points in the Scheme from time to time and providing a copy of such register to the Scheme Operator from time to time upon request.

- 3.5 In relation to electricity consumption, the provisions of Appendix 9 shall apply.
- 3.6 In relation to parking, the provisions of Appendix 10 shall apply.
- 3.7 Save as provided in paragraph 2.3.1(b) of Appendix 7, title in the Scheme Partner's Charge Points shall be with that Scheme Partner at all times.
- 3.8 Each Scheme Partner shall, and shall procure that its employees, contractors and agents shall:
- 3.8.1 comply with all lawful and reasonable directions of the Scheme Operator relating to the Scheme;
  - 3.8.2 comply with all Applicable Laws in respect of the Scheme and its Charge Points; and
  - 3.8.3 not do anything which would damage the reputation of the Scheme Operator or the Scheme Operator's Group.
- 3.9 Without prejudice to any other rights or remedies available to the Scheme Operator, failure by a Scheme Partner to comply with its obligations under this Condition 3 or any obligations on the Scheme Partner which are set out in Appendices 6, 7, 9 and 10 may result in that Scheme Partner's relevant Charge Point(s) being excluded from the Scheme in accordance with Condition 16.3.1.
- 3.10 *Relocation of Charge Points*
- 3.10.1 Subject to Condition 3.11 below and Conditions 16.7.2 and 16.7.3, the Relocation of Charge Points by the Scheme Partner must be dealt with by:
- (a) either:
    - (i) in respect of a Scheme Partner's Charge Point, withdrawing the existing Charge Point from the Scheme in accordance with condition 16.2.1; or
    - (ii) in respect of a Scheme Operator's Charge Point, exercising its option to purchase (and thereafter withdraw from the Scheme) such Scheme Operator's Charge Point in accordance with paragraphs 4.7 and 4.8 of Appendix 7 (as applicable); and
  - (b) taking into account the Scheme Operator's preference for Open Parking Bays located on the street to increase visibility of the Scheme (where applicable) and for locations which are at least equivalent to the location of the withdrawn Charge Point in terms of likely ability to

enhance accessibility and usage of the Scheme (but without any commitment to request only such locations), submitting a new Application Form for the proposed new Charge Point, and the Scheme Operator shall consider and respond to such Scheme Partner's request reasonably promptly.

- 3.11 If a Public Scheme Partner wishes to relocate a Charge Point for the purposes of Planning Activities, the Scheme Partner must provide the Scheme Operator with at least four (4) months' prior written notice and consult with the Scheme Operator with regards to a new Charge Point location, taking into account (without commitment) the Scheme Operator's preference for Open Parking Bays located on the street to improve the visibility of the Scheme and the Parties must agree on a new location for the Charge Point before the Charge Point is removed for relocation.
- 3.12 If pursuant to Condition 3.11 the Charge Point to be relocated is a Scheme Operator's Charge Point:
- 3.12.1 the Scheme Operator shall pay for the costs of the removal of the Scheme Operator's Charge Point and re-installation of such Scheme Operator's Charge Point at the agreed new location; and
- 3.12.2 the provisions in Appendix 7 shall apply to the Scheme Operator's Charge Point at the agreed new location except for Paragraphs 1, 2.1, 2.2 and 2.3 which are not applicable, and for the avoidance of doubt the Scheme Partner shall (or, if applicable) shall use reasonable endeavours to procure that the landlord of the Scheme Partner's Premises) shall grant the Scheme Operator a lease substantially in the form set out in Annex 7A pursuant to Paragraph 2.5.2 of Appendix 7 (or a Licence, if applicable and agreed between the parties in accordance with Paragraph 2.5.2) in respect of the agreed new location.
- 3.13 If pursuant to Condition 3.11, the Charge Point to be relocated is a Scheme Partner's Charge Point, the Scheme Partner shall pay for the costs of the removal of the Scheme Partner's Charge Point and re-installation of such Charge Point at the new location.
- 3.14 *Suspension of Charge Points*
- 3.14.1 The Scheme Partner may suspend access to a parking bay in which a Charge Point is located for Planning Activities or any other justifiable reason (but not for any frivolous, vexatious or capricious reasons) and (for a Public Scheme Partner) also as a result of any normal exercise by such

Public Scheme Partner of its statutory functions, acting reasonably, without liability to pay any compensation to the Scheme Operator for loss of revenue from the Charge Point, for up to a maximum of fifteen (15) days and shall give the Scheme Operator at least fifteen (15) Business Days' prior written notice of any such suspension. Suspension of access to a Charge Point may also occur as a result of a Force Majeure Event.

- 3.14.2 Without prejudice to the generality of condition 3.14.1 in relation to Charge Points that are not located in Open Parking Bays, if an Open Parking bay in which a Charge Point is located is suspended by the Scheme Partner for any period in excess of fifteen (15) days (including if the suspension is as a result of a Force Majeure Event), the Scheme Operator is entitled to reduce the Scheme Fees payable to the Public Scheme Partner for Open Parking Bays due under Part A, Appendix 8 on a pro rata basis taking into account the full period during which access to such Charge Point is suspended (such period to be calculated from the first day of the suspension of access to the Charge Point). A worked example of such reduction is set out in Appendix 8.
- 3.14.3 For the entire period during which a parking bay in which a Charge Point is located is suspended by the Scheme Partner (including if the suspension is as a result of a Force Majeure Event):
- (a) the Scheme Operator's maintenance responsibility for such Charge Point (if any) shall also be suspended; and
  - (b) the Scheme Operator shall not be liable to pay any Maintenance Costs or Data Management Costs incurred during the period of suspension that might otherwise be payable to a Public Scheme Partner pursuant to paragraph 6 of Appendix 6.
- 3.14.4 If a parking bay in which a Charge Point is located is suspended by the Scheme Partner for over one year whether the suspension is due to a Force Majeure Event or otherwise, the Scheme Partner shall discuss and consult with the Scheme Operator about its plans for re-opening the Charge Point and if the suspended Charge Point is not re-opened within 30 days of the Scheme Operator's request, the Scheme Operator shall be entitled to exclude that Charge Point from the Scheme by giving at least 30 days' written notice to the Scheme Partner but shall first use reasonable endeavours to consult with the Scheme Partner prior to exercising this right to exclude; and further, if the Charge Point is excluded from the



Scheme, the Scheme Partner shall, acting reasonably, consider and discuss with the Scheme Operator and use its best endeavours to find a possible new location for a replacement Charge Point, taking into account the Scheme Operator's preference for Open Parking Bays located on the street to increase visibility of the Scheme (where applicable) and for locations which are at least equivalent to the location of the excluded Charge Point in terms of the Scheme Operator's commercial interests and the likely ability of the location to enhance accessibility and usage of the Scheme.

#### **4. Payment Procedures and Approvals**

##### **4.1 The Scheme Partner shall:**

4.1.1 invoice the Scheme Operator Quarterly in arrears pursuant for any Maintenance Costs and/or Data Management Costs properly due to it under paragraph 6.1 of Appendix 6, which are properly incurred by that Scheme Partner for its Charge Points in the Scheme during the previous Quarter provided that during such period the Scheme Partner (a) was responsible for the maintenance of such Charge Points, (b) had a Maintenance Contract in place with a service provider in respect of such Charge Points; and (c) had not transferred Direct Maintenance Responsibility to the Scheme Operator pursuant to Appendix 6; and

4.1.2 from either (a) 1 April 2015 if the Effective Variation Date is on or before 1 January 2015 or (b) the first day of the second Quarter following the Effective Variation Date if the Effective Variation Date is after 1 January 2015, the Public Scheme Partner shall invoice the Scheme Operator Quarterly in arrears for Scheme Fees for Open Parking Bays due under Part A, Appendix 8;

in each case, provided that the Scheme Partner has complied with its obligations in the Agreement in respect of such Charge Points and the Scheme Partner shall not make any separate charge for submitting any invoice.

4.2 For clarity, the Private Scheme Partner is not entitled to any remuneration from the Scheme Operator except to the extent provided in condition 4.1 above.

4.3 The Scheme Partner shall submit its invoices to the address notified by the Scheme Operator to that Scheme Partner from time to time. Each such invoice shall contain all information required by the Scheme Operator including the Agreement Reference Number, the Scheme Partner's name and address, a list of the Asset Numbers in

respect of the Charge Points that the Scheme Partner is claiming payment for, a copy of the Scheme Partner's supplier's invoices for the Maintenance Costs and/or Data Management Costs, a breakdown of the maintenance services and operating services undertaken (including the cost of each) and in respect of Scheme Fees, details of amounts payable in accordance with Appendix 8, including the number of Open Parking Bays and the zones and boroughs in which they are located. If a Scheme Partner is claiming any reimbursement in respect of VAT as described in paragraph 6.2, Appendix 6, the Scheme Partner shall provide the information referred to in paragraph 6.2, Appendix 6 together with a separate calculation evidencing and breaking down the VAT claimed.

- 4.4 If the Scheme Operator considers that the Maintenance Costs and/or Data Management Costs claimed by a Scheme Partner in any invoice have:
- 4.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and the Scheme Operator shall make payment within thirty (30) days of receipt of such invoice by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Scheme Operator may choose from time to time;
  - 4.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Scheme Operator shall notify the Scheme Partner and they shall work together to resolve the error or inadequacy. Upon resolution, the Scheme Partner shall submit a revised invoice to the Scheme Operator for payment in accordance with this Condition 4.
- 4.5 No payment made by the Scheme Operator (including any final payment) or act or omission or approval by the Scheme Operator or Scheme Manager or Partnership Manager (whether related to payment or otherwise) shall prevent the Scheme Operator from recovering any amount overpaid or wrongfully paid including payments made to a Scheme Partner by mistake of law or fact. Without prejudice to Condition 4.4, the Scheme Operator shall be entitled to withhold such amount from any sums due or which may become due to the Scheme Partner or the Scheme Operator may recover such amount as a debt and shall give the Scheme Partner written notice in accordance with condition 4.6 before exercising such right of set-off.
- 4.6 The Scheme Operator will be entitled but not obliged at any time or times to set off any liability of a Scheme Partner to the Scheme Operator against any liability of the Scheme Operator to that Scheme Partner but the Scheme Operator shall provide the Scheme Partner with such prior written notice as is reasonably practicable (being at

least ten (10) days' notice, unless such notice period is not reasonably practicable) before exercising its right of set-off.

- 4.7 The Scheme Partner acknowledges that reimbursement of the Maintenance Costs and/or Data Management Costs (where applicable) in accordance with the terms of the Agreement are benefits of the Scheme and provided by the Scheme Operator out of the fees paid by Scheme Users and any shortfall is met by the Scheme Operator. As such, the Scheme Partner agrees that no interest will be due or payable or claimed to be due or payable by a Scheme Partner in respect of the Maintenance Costs and/or Data Management Costs including for any delay in payment by the Scheme Operator howsoever arising. The Scheme Operator will notify the Scheme Partner as soon as practicable after it becomes aware of any such delay in payment, and provide an explanation for the delay in such level of detail as a Scheme Partner may reasonably request.
- 4.8 Subject to Condition 4.7, if a Party fails to pay on the due date any amount which is payable to another Party under the Agreement then, without prejudice to any other rights set out in the Agreement that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at 2 per cent per annum over Barclays Bank plc base rate from time to time. The Parties agree that this Condition 4.8 is a substantial remedy for the late payment of any sum payable under the Agreement in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.

## **5. Warranties and Obligations**

- 5.1 Without prejudice to any other warranties expressed elsewhere in the Agreement or implied by law, the Scheme Operator warrants, represents and undertakes to each Scheme Partner and each Scheme Partner warrants, represents and undertakes to the Scheme Operator that:
- 5.1.1 it has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Agreement; and
- 5.1.2 the Agreement (or, where applicable, the Deed of Adherence) is executed by a duly authorised representative of that Party.
- 5.2 Each warranty and obligation in this Condition 5 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by

reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Agreement.

**6. Scheme Branding**

6.1 A Scheme Partner shall have no right (save where expressly permitted under this Condition 6 or with the Scheme Operator's prior written consent) to use the Scheme Operator's Marks or other Intellectual Property Rights of the Scheme Operator.

6.2 Subject to Condition 6.3, a Scheme Partner shall:

6.2.1 place the Brand on each of its Charge Points accepted into the Scheme by the Scheme Operator in accordance with the Branding Guidelines and obtain all necessary licences and permissions to do so; and

6.2.2 be entitled to obtain third party sponsorship for its Charge Points in accordance with the Branding Guidelines but only provided that it has obtained the Scheme Operator's prior written consent (such consent not to be unreasonably withheld) and consent shall be deemed to be given if the Scheme Operator does not respond to a request for consent within five (5) Business Days of the date of the request made by the Scheme Partner; and

6.2.3 be entitled to promote the Scheme in accordance with the Branding Guidelines, provided always that the Scheme Partner shall not use or publish any promotional material without the prior written approval of the Scheme Operator (such approval not to be unreasonably withheld) and consent shall be deemed to be given if the Scheme Operator does not respond to a request for consent within five (5) Business Days of the date of the request made by the Scheme Partner.

6.3 The Scheme Operator grants to each Scheme Partner a non-exclusive, non-transferable, revocable licence for the term of this Agreement to use the Intellectual Property Rights owned (or capable of being so licensed) by the Scheme Operator in the Brand in accordance with the Branding Guidelines solely for the purpose of branding the Scheme Partner's Charge Points that have been accepted into the Scheme (and have not been withdrawn or excluded from the Scheme) and to confirm that the Scheme Partner is part of the Scheme.

6.4 A Scheme Partner shall not:

- 6.4.1 use any trade marks, trade names or logos so resembling the Scheme Operator's Marks as to be likely to cause confusion with the Scheme Operator's Marks; or
  - 6.4.2 cause or permit anything to be done which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Scheme Operator's Marks or other Intellectual Property Rights of the Scheme Operator; or
  - 6.4.3 represent, directly or indirectly, that any of its products or services have been endorsed or approved by the Scheme Operator; or
  - 6.4.4 subject to Condition 6.3 in relation to the Brand, use in advertising, publicity or any other communication, whether written, electronic or any other means any Scheme Operator's Marks or other Intellectual Property Rights of the Scheme Operator, without the prior written consent of the Scheme Operator.
- 6.5 *Infringement:*
- 6.5.1 Scheme Partners will promptly notify the Scheme Operator upon becoming aware of any infringement or alleged infringement or potential infringement of the Brand.
  - 6.5.2 The Scheme Operator will have the exclusive right to determine whether or not any litigation will be instituted or other action taken in connection with any infringement or suspected infringement of the Brand. For the avoidance of doubt a Scheme Partner will not institute any litigation or other action relative to any such infringement or imitation.
  - 6.5.3 Scheme Partners will provide all reasonable assistance to the Scheme Operator to protect the Brand.
- 6.6 Conditions 6.1, 6.4 and 6.5 will continue to apply after termination of the Agreement howsoever arising and without limit in time.

## **7. Information Technology**

- 7.1 Each Scheme Partner shall ensure that the System and any software, electronic or magnetic media, hardware or computer system used by that Scheme Partner in connection with the Agreement shall:
  - 7.1.1 be fully compatible and interoperable with the Scheme Operator's information technology system (hardware and/or software, as applicable), equipment, networks and operating environment set out in the Technical

Specification or as otherwise notified to that Scheme Partner in writing from time to time;

7.1.2 not cause any damage to, loss of or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the Scheme Operator (including the Scheme Operator's Group) and/or any third party, on which it is used or with which it interfaces or comes into contact; and

7.1.3 be compliant with the UK Government's "e-government inter-operability framework" standard, as may be updated from time to time, details of which are available on the Cabinet Office website, [www.govtalk.gov.uk](http://www.govtalk.gov.uk),

and any variations, enhancements or actions undertaken by that Scheme Partner in respect of such software, electronic or magnetic media, hardware or computer system shall not affect that Scheme Partner's compliance with this Condition 7.1.

7.2 Each Scheme Partner shall comply and shall procure that all of its employees, contractors and agents comply with the Scheme Operator's instructions from time to time regarding anti-virus measures to be implemented on the System used by that Scheme Partner's Charge Points, including without limitation providing such information to the Scheme Operator as it may require and running on such System such anti-virus software (with updated signatures) as the Software Operator may prescribe. Each Scheme Partner shall further use reasonable endeavours to procure that no computer virus is introduced to any of the Scheme Operator's computer equipment or systems by any act or omission of that Scheme Partner or its employees, contractors or agents.

7.3 Each Scheme Partner undertakes to procure that all of its employees, contractors and agents comply with the Scheme Operator's policies and standards relating to the access of the Scheme Operator's computer systems. The Scheme Operator shall provide each Scheme Partner with copies of such policies and standards on request.

## **8. Data**

8.1 Each Scheme Partner acknowledges the Scheme Operator's ownership of the Scheme Data, including all Intellectual Property Rights which may subsist in the Scheme Data. A Scheme Partner shall not delete any Scheme Data or remove any copyright notices contained within or relating to the Scheme Data.

- 8.2 Save where the Scheme Operator has direct access to such Usage Data pursuant to Condition 8.6, each Scheme Partner agrees to collect and transfer copies of all Usage Data to the Scheme Operator in accordance with the Technical Specification.
- 8.3 Both Parties have the right to use, retain and publish statistical Usage Data which does not contain Personal Data (as defined in the Data Protection Act 1998) for any purpose.
- 8.4 The Scheme Operator shall, upon request from a Scheme Partner, provide such Scheme Partner a copy of such Usage Data relating to its Charge Points in a format to be determined by the Scheme Operator and in any event no less frequently than once every two (2) calendar months.
- 8.5 Notwithstanding the provisions of Conditions 8.2 and 8.4, the Scheme Partner shall not Process any Personal Data of Scheme Users that may be contained (save strictly to the extent that may be necessary to enable the Scheme Partner to comply with Conditions 8.2 and 8.4) or which the Scheme Partner may otherwise be able to derive from Usage Data, and may not in any way collect Personal Data directly from any Charge Point or circumvent (or attempt to circumvent) any protections that the Scheme Operator has implemented to protect any Personal Data. For the purpose of this Condition 8.5 the term 'Personal Data' means personal data and sensitive personal data as defined in the Data Protection Act 1998 and "Process" is as defined in the Data Protection Act 1998.
- 8.6 The Scheme Partner shall allow (or where consent from the manufacturer of the Charge Point needs to be obtained, shall use all reasonable endeavours to obtain consent from the manufacturer of the Charge Point for) the Scheme Operator to install (under the supervision of the Scheme Partner) devices on the Scheme Partner's Charge Points enabling the Scheme Operator to access and collect the Usage Data collected on such Charge Points directly and without the involvement of the Scheme Partner.
- 8.7 Following the Scheme Operator's installation of a device on a Charge Point pursuant to condition 8.6 above:
- 8.7.1 the Scheme Operator shall have direct access to the Usage Data for so long as such Charge Point remains in the Scheme; and
- 8.7.2 the Scheme Operator shall take reasonable precautions (having regard to the nature of their other respective obligations under the Agreement) to preserve the integrity of the Scheme Data and Usage Data (including ensuring that appropriate security systems are in place to prevent

unauthorised access to, extraction of and/or alteration to any Scheme Data and Usage Data) and to prevent any corruption or loss of the Scheme Data and Usage Data.

8.8 The Scheme Partner shall:

8.8.1 take reasonable precautions (having regard to the nature of the parties' respective obligations under the Agreement) to preserve the integrity of the Scheme Data (including ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and/or alteration to any Scheme Data) and to prevent any corruption or loss of the Scheme Data; and

8.8.2 except where the Scheme Operator has direct access to the relevant Usage Data pursuant to condition 8.6, in the event that any Usage Data is corrupted or lost or so degraded as to be unusable due to any act or omission or default of a Scheme Partner or its employees, contractors or agents then, in addition to any other remedies that may be available to the Scheme Operator under the Agreement or otherwise:

(a) that Scheme Partner shall promptly, at its expense, restore or procure the restoration of the Usage Data to the Scheme Operator's reasonable satisfaction, as notified in writing, such that the Scheme Partner has made good the corruption, loss or degradation of the Usage Data; or

(b) in the event that the Scheme Operator opts itself to restore or procure the restoration of the Usage Data, then that Scheme Partner shall repay the Scheme Operator's reasonable costs and expenses incurred in carrying out such restoration.

## **9. Records, Audit and Inspection**

9.1 Each Scheme Partner that continues to have primary responsibility for maintenance of any Scheme Partner Charge Point (being where primary responsibility for maintenance obligations have not been to the Scheme Operator pursuant to Appendix 6) shall, and shall procure that its contractors shall:

9.1.1 maintain a complete and correct set of records pertaining to all activities relating to the Scheme and that Scheme Partner's obligations under the Agreement and all transactions entered into by that Scheme Partner for the purposes of the Agreement (including a breakdown of all maintenance



works and data management services where such records are material to the calculation of the Maintenance Costs and Data Management Costs ) (“Records”); and

- 9.1.2 retain all Records for the duration of its participation in the Agreement and for a period of not less than six (6) years (or such longer period as may be required by law) following termination of the Agreement (“Retention Period”).
- 9.2 For the purposes of verifying Maintenance Costs, the Scheme Operator and any person nominated by the Scheme Operator has the right to audit any and all Records, maintained by the Scheme Partner pursuant to Condition 9.1 above, at any time during the Retention Period on giving to a Scheme Partner what the Scheme Operator considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of that Scheme Partner’s performance of its obligations under the Agreement and the Scheme Partner shall give all reasonable assistance to the Scheme Operator or its nominee in conducting such inspection, including making available documents and staff for interview.
- 9.3 The Scheme Operator shall, in respect of its activities relating to the Scheme:
  - 9.3.1 maintain a complete and correct set of records pertaining to its obligations under the Agreement and retain such records for the duration of its participation in this Agreement and for a period of not less than six (6) years (or such other period as may be required by applicable law or any regulatory body, including but not limited to the Information Commissioner's Office) following termination of the Agreement; and
  - 9.3.2 shall (without prejudice to the generality of its obligations pursuant to Condition 13 in relation to FOI Legislation) make available to the Scheme Partner the information as identified in Condition 2.1.2.

## **10. Operational Management**

- 10.1 The Scheme Operator authorises the:
  - 10.1.1 Partnership Manager to act as the Scheme Operator’s representative for the purpose of the Agreement and a Scheme Partner shall deal with the Partnership Manager in respect of all matters arising under the Agreement, unless otherwise notified by the Scheme Operator; and

- 10.1.2 Scheme Manager to act as the Scheme Operator's representative for the purpose of managing the registration of Scheme Users, administering their registration and co-ordinating maintenance requirements, save that the Scheme Manager has no authority to vary any terms of the Agreement or in respect of any financial matter, which shall be referred to the Partnership Manager.
- 10.2 No act of or omission by either the Partnership Manager or the Scheme Manager in performing any of their respective duties under or in connection with the Agreement shall in any way operate to relieve a Scheme Partner of any its duties, responsibilities, obligations or liabilities under the Agreement.
- 10.3 Each Scheme Partner shall nominate a person to act as that Scheme Partner's representative for all purposes of the Agreement, including:
- 10.3.1 being available to the Scheme Operator to resolve any issues arising in connection with the Agreement or the Scheme; and
- 10.3.2 providing and/or allowing access to all information and documentation to which the Scheme Operator and/or its agents, contractors or professional advisors are entitled to pursuant to the Agreement (subject to the provisions in respect of confidentiality set out in Condition 12).
- 10.4 The Scheme Operator shall promptly inform each Scheme Partner, and each Scheme Partner shall promptly inform the Scheme Operator, of any change in its authorised representative during the Agreement.

## **11. Protection of Personal Data**

- 11.1 The Scheme Operator shall comply with all of its obligations under the Data Protection Act 1998 to the extent applicable to the performance of its obligations under the Agreement. The Scheme Partner shall comply with all of its obligations under the Data Protection Act 1998 to the extent applicable to the performance of its obligations under this Agreement; and, if Processing Personal Data on behalf of the Scheme Operator, shall only carry out such Processing for the purposes of providing the Usage Data in accordance with Condition 8.2 and, for such purposes, shall act in accordance with instructions from the Scheme Operator.
- 11.2 Without prejudice to Condition 11.1, the Scheme Operator and the Scheme Partner shall each:

- 11.2.1 take appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss, destruction of, or damage to such Personal Data;
  - 11.2.2 co-operate with the other Party in complying with any subject access request and/or responding to any enquiry made or investigation or assessment of processing initiated by the Information Commissioner in respect of any Personal Data.
- 11.3 Only in the circumstances where the Scheme Partner acts as the Scheme Operator's Processor pursuant to Condition 11.1, the Scheme Partner shall:
- 11.3.1 provide the Scheme Operator with such information as it may from time to time require to satisfy itself of compliance by that Scheme Partner with Condition 11.2.1;
  - 11.3.2 when notified by the Scheme Operator, comply with any agreement between the Scheme Operator and any data subject in relation to any processing which causes or is likely to cause substantial and unwarranted damage or distress to such data subject, or any court order requiring the rectification, blocking, erasure or destruction of any Personal Data; and
  - 11.3.3 not share any Personal Data relating to Scheme Users with any contractor or third party.
- 11.4 For the avoidance of doubt the obligations in this Condition 11 shall apply following termination of the Agreement or a Scheme Partner's participation in the Agreement, howsoever arising, to the extent the Scheme Partner concerned retains or processes Personal Data.
- 11.5 For the purpose of this Condition 11 the term 'Personal Data' means personal data and sensitive personal data as defined in the Data Protection Act 1998 which are processed in relation to a Party's obligations under this Agreement and such other terms are as defined in the Data Protection Act 1998.

## **12. Confidentiality**

- 12.1 Subject to Condition 13, the Scheme Operator will keep confidential in respect of each Scheme Partner, and each Scheme Partner will keep confidential in respect of the Scheme Operator:
- 12.1.1 the terms of the Agreement; and

- 12.1.2 any and all Confidential Information that it may acquire in relation to the other Party.
- 12.2 The Scheme Operator shall not use a Scheme Partner's, and each Scheme Partner shall not use the Scheme Operator's, Confidential Information for any purpose other than to perform its obligations under the Agreement. Each such Party will ensure that its officers and employees comply with the provisions of Condition 12.1.
- 12.3 The obligations set out in Condition 12.1 will not apply to any Confidential Information:
  - 12.3.1 which a Party can demonstrate is in the public domain (other than as a result of a breach of this Condition 12);
  - 12.3.2 which a Party is required to disclose by order of a court of competent jurisdiction or by law or stock exchange but then only to the extent of such required disclosure;
  - 12.3.3 which a Party discloses to its professional advisors (who are bound by obligations of secrecy) for the purposes of seeking advice;
  - 12.3.4 which a Public Scheme Partner discloses to other Public Scheme Partners in relation to the Scheme or for the purposes of exercising the Public Scheme Partner's functions;
  - 12.3.5 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 12.4 The provisions of this Condition 12 will survive any termination of the Agreement for a period of 5 years from termination.

### **13. Freedom of Information**

- 13.1 For the purposes of this Condition 13:
  - 13.1.1 "FOI Legislation" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural

Affairs (including in each case its successors or assigns) in relation to such legislation;

13.1.2 “Information” means information recorded in any form held by the Scheme Operator or by a Scheme Partner on behalf of the Scheme Operator; and

13.1.3 “Information Request” means a request for any Information under the FOI Legislation.

13.2 The Parties acknowledge that Public Scheme Partners are subject to the FOI. The Scheme Operator:

13.2.1 shall assist and co-operate with the Public Scheme Partner to enable the Public Scheme Partner to comply with its obligations under FOI Legislation; and

13.2.2 acknowledges that the Public Scheme Partner may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of the Freedom of Information Act 2000 (issued under section 45 of Freedom of Information Act 2000, November 2004), be obliged under FOI Legislation to disclose Information:

(a) without consulting or obtaining consent from that Scheme Operator;  
or

(b) following consultation with the Scheme Operator and having taken its views into account

provided always that where Condition 13.2.2(b) applies, the Public Scheme Partner shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Scheme Operator advanced notice, or failing that, to draw the disclosure to the Scheme Operator's attention after any such disclosure.

13.3 Without prejudice to the generality of Condition 13.2, the Scheme Operator shall and shall procure that its contractors (if any) shall:

13.3.1 transfer to the Public Scheme Partner each Information Request relevant to the Public Scheme Partner's participation in the Agreement or the Scheme that it or they (as the case may be) receives as soon as

practicable and in any event within four (4) Business Days of receiving such Information Request; and

- 13.3.2 in relation to Information held by the Scheme Operator on behalf of the Public Scheme Partner (if any), provide the Public Scheme Partner with details about and/or copies of all such Information that the Public Scheme Partner requests and such details and/or copies shall be provided within five (5) Business Days of a request from the Public Scheme Partner (or such other period as the Public Scheme Partner may reasonably specify), and in such forms as the Public Scheme Partner may reasonably specify.
- 13.4 The Public Scheme Partner shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Scheme Operator acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Public Scheme Partner may nevertheless be obliged to disclose Confidential Information in accordance with Condition 13.2.2. The Scheme Operator shall not itself respond to any person making an Information Request to a Public Scheme Partner, save to acknowledge receipt, unless expressly authorised to do so by that Public Scheme Partner.
- 13.5 The Scheme Partner acknowledges that if the Scheme Operator becomes subject to the FOI Legislation, the Scheme Partner shall comply with the obligations on the Scheme Operator pursuant to Conditions 13.2 to 13.4 in respect of any information held by the relevant Scheme Partner on behalf of the Scheme Operator (if any) that is subject to the FOI Legislation. Further, if any Private Scheme Partner is subject to the FOI Legislation, then Conditions 13.2 to 13.4 shall apply to Scheme Operator and such Private Scheme Partner as they would do to a Public Scheme Partner.

#### **14. Disclaimer**

- 14.1 Any information whether verbal or written, including information contained in newsletters, presentations or materials, provided to a Scheme Partner in connection with the Scheme (including during the Application Process) is for guidance purposes only and should not be relied upon as it does not constitute formal legal or professional advice. The Scheme Operator excludes to the fullest extent lawfully permitted all liability whatsoever for any loss or damage howsoever caused arising out or in connection with the use of and/or reliance on any information given to a Scheme Partner. Nothing in these Conditions will exclude or limit a Party's liability for Losses arising out of fraudulent misrepresentation.

- 14.2 Any investment or expenditure that a Party (“Party A”) incurs in connection with the Scheme is undertaken entirely at Party A’s own risk and the other Party (and the other Party’s Group) will have no liability to Party A in respect thereof.

**15. Accountability**

- 15.1 Subject to Condition 15.2, the Scheme Partner (the “Indemnifying Partner”) is responsible for and shall indemnify, keep indemnified and hold harmless the Scheme Operator and the other members of the Scheme Operator’s Group (including their respective employees, sub-contractors and agents) (the “Indemnified Party”) against all Losses which the Indemnified Party incurs or suffers as a consequence of:

15.1.1 any damage or loss caused to another Scheme Partner due to the acts or omissions of the Indemnifying Partner (or any of its employees, agents or sub-contractors);

15.1.2 any third party claim arising in relation to a Charge Point (including any damage or injury caused by such Charge Point or as a result of using such Charge Point) resulting from breach by the Indemnifying Partner of its obligations under this Agreement.

- 15.2 A Scheme Partner is not responsible for and shall not indemnify the Scheme Operator for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of the Scheme Operator’s obligations under the Agreement and/or by any other member of the Scheme Operator’s Group including by any of their respective employees, agents or sub-contractors. Without prejudice to condition 15.1 and subject to condition 15.4, the Scheme Operator acknowledges that the Scheme Partner shall not be liable to pay any financial compensation to the Scheme Operator for any failure of the Scheme Partner’s Charge Points to meet the Technical Specification

- 15.3 Subject to Condition 15.4 and to paragraph 9.2.3 of Appendix 6 and paragraph 3.1.2(b) of Appendix 7 (Scheme Operator’s indemnities to the Scheme Partner, for which a higher liability cap applies), each Scheme Partner acknowledges that as the Scheme Operator is investing in the operation of the Scheme, and in consideration of the benefits available to a Scheme Partner pursuant to the Scheme, the Scheme Operator’s liability to a Scheme Partner under or in any way in connection with the Scheme or the Agreement is capped at the value of the aggregate amount paid by the Scheme Operator to the Scheme Partner under the Agreement during the four full Quarters immediately preceding the date of the claim made by the Scheme Partner. If the Scheme Partner’s claim relates to a specific Charge Point, the

foregoing liability cap shall be the value of the aggregate amount paid by the Scheme Operator to the Scheme Partner in relation to such Charge Point.

- 15.4 Nothing in the Agreement will exclude or limit a Party's liability for personal injury or death resulting from its negligence or for any matter for which it would be illegal for a Party to exclude or limit or to attempt to exclude or limit its liability.

## 16. Replacement, Withdrawal and Termination

*Scheme Operator's option to request replacement of existing Scheme Partner's Charge Point:*

- 16.1 In relation to existing Scheme Partner's Charge Points the Scheme Operator may request the Scheme Partner at any time to replace an existing Scheme Partner's Charge Point with a Scheme Operator's Charge Point. The Scheme Partner shall notify the Scheme Operator, within 30 days of the Scheme Operator's request, of its decision as to whether or not it agrees with the request and:

16.1.1 if the Scheme Partner agrees to the request the provisions of Appendix 7 shall apply (and for clarity, paragraph 2.3.1, Appendix 7 shall apply in relation to ownership of the removed Scheme Partner's Charge Point, and pursuant to paragraph 2.4.1(b), Appendix 7, the Scheme Operator shall install the Scheme Operator's Charge Point at its own cost);

16.1.2 if the Scheme Partner notifies the Scheme Operator that it does not agree with the request (or if it fails to respond within this timeframe or such other timeframe as the Parties may reasonably agree) and provided (i) the Charge Point complies with the Maintenance Specification, the Maintenance SLA and the Technical Specification and any minimum safety standards required by law and (ii) that Condition 16.6 and paragraph 7.3 of Appendix 6 do not apply, then the Scheme Partner's Charge Point shall remain in the Scheme.

### 16.2 *Withdrawal:*

16.2.1 A Scheme Partner may withdraw any of its Scheme Partner's Charge Points from the Scheme and the Agreement by providing no less than twelve (12) months' written notice to the Scheme Operator, such notice to expire no earlier than the end of the Minimum Period or relevant Renewal Period (as applicable) in respect of each of such Charge Points.



16.2.2 If a Scheme Partner disposes of its interest in the land upon which one or more Charge Points currently in the Scheme are situated, it shall transfer such Charge Point(s) as part of the sale and make it a condition of the sale agreement that the purchaser ("Purchaser") must join the Scheme and include the transferred Charge Point(s) in the Scheme. The Scheme Partner shall give the Scheme Operator at least 30 days' prior written notice of the date upon which the land transfers to a third party (the "Transfer Date") and the identity of the proposed Purchaser. The Purchaser shall be required to enter into a Deed of Adherence with the Scheme Operator to take effect on the Transfer Date. If the Purchaser does not enter into a Deed of Adherence with the Scheme Operator in respect of the relevant Charge Points on or before the Transfer Date, then:

- (a) the Scheme Operator shall be entitled to exclude the affected Charge Points from the Scheme by issuing written notice to the Scheme Partner with immediate effect; and
- (b) the provisions of paragraphs 4.3, 4.4 and 4.8 of Appendix 7 (Purchase of Scheme Operator's Charge Point) shall apply if any of the affected Charge Points is a Scheme Operator's Charge Point located on the relevant land.

### 16.3 *Exclusion / Termination / Remediation Plan*

16.3.1 Without prejudice to the Scheme Operator's right to terminate at common law, the Scheme Operator may:

- (a) exclude a Charge Point from the Scheme and the Agreement:
  - (i) upon at least 30 days' prior written notice to a Scheme Partner if that Scheme Partner's Charge Point does not meet the minimum Technical Specification (for reasons other than a non-compliance which is caused by the Scheme Operator's breach of its obligations to maintain such Scheme Partner's Charge Point pursuant to Appendix 6 of this Agreement) or the terms of the Agreement or requires Excessive Maintenance or becomes Financially Unviable ; or
  - (ii) under Condition 3.9 upon giving reasonable notice (which shall be at least 30 days prior written notice) to the Scheme Partner; or
  - (iii) under Condition 3.14.4

- (iv) under Condition 16.2.2; or
  - (v) under Condition 16.6; or
  - (vi) under Condition 16.7.1; or
  - (vii) under paragraph 7.3 of Appendix 6; or
  - (viii) under paragraph 8.2, Appendix 6; or
- (b) terminate a Scheme Partner's participation in the Agreement upon giving notice to a Scheme Partner if:
- (i) that Scheme Partner has committed any material or persistent breach of the Agreement and in the case of such a breach that is capable of remedy fails to remedy that breach within twenty (20) Business Days (or such other reasonable timeframe as specified in writing by the Scheme Operator) from the date of written notice to the Scheme Partner giving details of the breach and requiring it to be remedied;
  - (ii) that Scheme Partner commits any act or omission, or makes any statement or otherwise behaves in any manner, which may result in any harm or damage to the reputation or the operation of the Scheme or the Scheme Operator; or
  - (iii) that Scheme Partner is subject to an Insolvency Event; or
  - (iv) under Clause 6.1; or
  - (v) under Condition 16.6; or
  - (vi) under Condition 16.7.1.

*Remediation Plan*

16.4 To the extent that the Scheme Operator has a right to exclude a Charge Point from the Scheme and the Agreement under Condition 16.2.1 or terminate a Scheme Partner's participation in the Agreement under Condition 16.3.1(b) then, as an alternative to such exclusion or termination, the Scheme Operator may, if it considers appropriate, acting reasonably:

16.4.1 require that Scheme Partner to submit a Remediation Plan to the Scheme Operator within 30 days of the date of notice from the Scheme Operator. The Remediation Plan shall set out the:

- (a) nature and consequences of and reasons for the default; and
  - (b) steps necessary to remedy the default in order to comply with the terms of the Agreement and to reasonably ensure that such default does not occur again; and
  - (c) timescales in which the Scheme Partner proposes to implement and complete the necessary steps set out in Condition 16.4 above;
- 16.5 Upon receipt of the Remediation Plan the Scheme Operator will review the Remediation Plan and consult with the Scheme Partner and if:
- 16.5.1 the Remediation Plan is approved, the Scheme Partner will implement the Remediation Plan in accordance with the terms of and timescales set out in the Remediation Plan;
  - 16.5.2 the Scheme Operator directs the Scheme Partner to make modifications to its proposed Remediation Plan, the Scheme Partner shall promptly make such amendments and shall implement the revised Remediation Plan in accordance with the terms of and timescales set out in the revised Remediation Plan.
- 16.6 If the Scheme Partner fails to implement the Remediation Plan (including any revised Remediation Plan under Condition 16.5.2 and/or fails to remedy the default in accordance with the timescales set out in the Remediation Plan (including any revised Remediation Plan), then the Scheme Operator shall be entitled to:
- 16.6.1 exclude the relevant Charge Point or terminate the Scheme Partner's participation in the Agreement, as applicable, by giving at least 30 days written notice to the Scheme Partner but shall first use reasonable endeavours to consult with the Scheme Partner and to escalate the matter to the attention of the Scheme Partner's relevant Senior Personnel prior to exercising this right to exclude or terminate; or
  - 16.6.2 request the Scheme Partner in writing to replace an existing Scheme Partner's Charge Point with a Scheme Operator's Charge Point. The Scheme Partner shall notify the Scheme Operator, within 30 days of the Scheme Operator's request, of its decision as to whether or not it agrees with the request and:
    - (a) if the Scheme Partner agrees to the request the provisions of Appendix 7 shall apply (and for clarity, paragraph 2.3.1, Appendix 7 shall apply in relation to ownership of the removed Scheme Partner's

Charge Point, and pursuant to paragraph 2.4.1(b), Appendix 7, the Scheme Operator shall install the Scheme Operator's Charge Point at its own cost);

- (b) if the Scheme Partner notifies the Scheme Operator that it does not agree with the request (or if it fails to respond within this timeframe or any extended timeframe that the Parties reasonably agree) the Scheme Operator shall be entitled to exclude that Charge Point from the Scheme or terminate the Scheme Partner's participation in this Agreement (as applicable) by giving at least 30 days' written notice to the Scheme Partner but shall first use reasonable endeavours to consult with the Scheme Partner prior to exercising this right to exclude or terminate; and further, if the Charge Point is excluded from the Scheme (but the Scheme Partner's participation in the Scheme has not been terminated) the Scheme Partner shall, acting reasonably, consider and discuss with the Scheme Operator a possible new location for a replacement Charge Point, taking into account the Scheme Operator's preference for Open Parking Bays located on the street to increase visibility of the Scheme (where applicable) and for locations which are at least equivalent to the location of the excluded Charge Point in terms of the Scheme Operator's commercial interests and the likely ability of the location to enhance accessibility and usage of the Scheme.

## 16.7 *Force Majeure Event*

- 16.7.1 Neither the Scheme Operator nor a Scheme Partner shall be in breach of the Agreement, or otherwise liable to the other in any manner whatsoever, for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has a material adverse effect on a Party's performance of its obligations under the Agreement, it shall give written notice (to the Scheme Operator in the event that a Scheme Partner is affected or to each Scheme Partner in the event that the Scheme Operator is affected) specifying the nature and extent of the Force Majeure Event. If a Force Majeure Event has continued for more than six (6) months from the date on which that Force Majeure Event first arose and continues to have a material adverse effect on a Scheme Partner's performance of its obligations under the Agreement or operation of any Charge Point in accordance with this Agreement, then the Scheme Operator may

terminate that Scheme Partner's participation in the Agreement or (at its option, exclude the affected Charge Point from the Scheme) upon giving notice to that Scheme Partner. In the event of suspension of access to a Charge Point as a result of Force Majeure Event, however, the provisions in conditions 3.14.2, 3.14.3 and 3.14.4 shall apply.

16.7.2 If, as a result of a Force Majeure Event, a Charge Point needs to be temporarily or permanently removed, the Party affected by the Force Majeure Event shall (where possible) consult with and discuss such removal with the other Party. If a Scheme Partner's Charge Point needs to be temporarily removed and then re-installed or to be permanently removed, the Scheme Partner shall bear all associated costs; and where this is a Scheme Operator's Charge Point, the Scheme Operator shall bear all associated costs.

16.7.3 If, as a result of a Force Majeure Event, a permanent removal of a Charge Point is required, the Scheme Partner and Scheme Operator shall discuss and try to agree upon a new location for the Charge Point on the Scheme Partner's premises.

## **17. Consequences of Termination and Withdrawal**

17.1 The termination of the Agreement or a Scheme Partner's participation in the Agreement or the exclusion or withdrawal of a Charge Point from the Scheme shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to a Party prior to or after such termination.

17.2 Upon termination of the Agreement (howsoever caused) or a Scheme Partner's participation in the Agreement (whether as a result of termination or withdrawal), as applicable:

17.2.1 in relation to Maintenance Costs and/or Data Management Costs, and in relation to Scheme Fees (in each case, as applicable):

(a) the Scheme Operator shall pay the exiting Scheme Partner such amounts as are properly due and payable up to the date of termination in accordance with the terms of the Agreement but subject at all times to the Scheme Operator's set-off rights pursuant to Condition 4.6; or

(b) the Scheme Partner shall promptly reimburse the Scheme Operator for any such amounts wrongly paid to the Scheme Partner or paid to the Scheme Partner in advance on a pro rata basis for the unexpired

portion of the year to which such costs relate. The Scheme Partner shall reimburse the Scheme Operator within thirty (30) days of the date of termination;

- 17.2.2 the exiting Scheme Partner shall no longer be entitled to, and will immediately cease to use the Brand and any other Intellectual Property Rights of the Scheme Operator or Scheme Operator's Group and will:
- (a) promptly remove the Brand from the exiting Scheme Partner's Charge Points and will provide the Scheme Operator with written confirmation that it has been so removed; and
  - (b) not use the Brand in any materials, documentation or other media produced or distributed after the date of termination;
- 17.2.3 the exiting Scheme Partner shall, at no further cost to the Scheme Operator:
- (a) promptly deliver up to the Scheme Operator all property supplied by or on behalf of the Scheme Operator and all materials incorporating any Confidential Information and/or Intellectual Property Rights of the Scheme Operator;
  - (b) on receipt of the Scheme Operator's written instructions to do so (but not otherwise), arrange to remove permanently all electronically held information by a mutually agreed date, including the purging of all disk-based information;
- 17.2.4 the exiting Public Scheme Partner shall immediately pay to the Scheme Operator any excess over the Base Licence Costs Value (as defined in paragraph 2.5.1(b) of Appendix 7) which on the date of termination has not been recouped by the Scheme Operator's deduction from the Scheme Fees pursuant to paragraph 2.5.1(b) of Appendix 7 and any amounts due to the Scheme Operator by way of deductions to Scheme Fees pursuant to condition 3.14.2 which the Scheme Partner has not, on the date of termination, deducted;
- 17.2.5 the Scheme Operator shall promptly remove all data collection devices which were installed pursuant to Condition 8.6 from the Scheme Partner's Charge Points.
- 17.3 The provisions of Condition 17.2 shall apply on the exclusion or withdrawal of one or more Charge Points from the Scheme in respect only of those Charge Points and the

Scheme Operator and the Scheme Partner shall comply with their respective obligations under Condition 17.2 in respect of any such excluded or withdrawn Charge Points.

## 18. Notices

18.1 Any notice or demand in connection with the Agreement will be in writing and may be delivered by hand, post or facsimile addressed to the recipient at its registered office or any other address (including a facsimile number) notified by the Scheme Operator to each Scheme Partner, or by a Scheme Partner to the Scheme Operator, in writing in accordance with this Condition as an address to which notices, invoices and other documents may be sent.

18.2 The notice or demand will be deemed to have been duly served:

18.2.1 if delivered by hand, at the time of delivery;

18.2.2 if delivered by post, two (2) Business Days after being posted or, in the case of Airmail, fourteen (14) Business Days after being posted; or

18.2.3 if delivered by facsimile, at the time of transmission,

provided that, where delivery or transmission occurs either after 4.00 pm on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

## 19. Survival

The following Conditions and paragraphs and any other Conditions or paragraphs that are necessary to give effect to those Conditions or paragraphs shall survive termination of the Agreement or a Scheme Partner's participation in the Agreement:

- Condition 1;
- Condition 4.6;
- Conditions 6.1, 6.4 and 6.5.3;
- Conditions 8.1 (except that Condition 17.2.3 shall take precedence with regards to any request by the Scheme Operator to delete Scheme Data), 8.2 (but only in respect of any relevant Usage Data that was generated until the effective date of termination), 8.3, 8.5 and 8.8;
- Condition 9;

- Conditions 11 to 15 (inclusive);
- Conditions 17 to 25 (inclusive);
- Paragraphs 9.2.2 and 9.2.3 of Appendix 6 (except that paragraph 9.2.2 regarding the Scheme Operator's insurance obligation, shall only survive for a period of six (6) years following termination of the Agreement);
- Paragraphs 2.5.3, 2.5.5(a), 2.5.5(c) to 2.5.5(e) (inclusive), 2.5.5(g) to 2.5.5(m) (inclusive) of Appendix 7 until completion of purchase of Scheme Operator's Charge Point by Scheme Partner;
- Paragraphs 3.1.1 and 3.1.2 of Appendix 7 (except that paragraph 3.1.2(a), regarding the Scheme Operator's insurance obligation, shall only survive for a period of six (6) years following termination of the Agreement);
- Paragraphs 4.3.1, 4.4, 4.5, 4.6, 4.7 and 4.8 of Appendix 7;

and in addition, any other provision of the Agreement which by its nature or implication is required to survive such termination shall do so.

## **20. Rights of Third Parties**

Except as expressly stated in this Contract, the Parties do not intend that any of the terms of the Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

## **21. Non-Waiver of Rights**

No waiver of any of the provisions of the Agreement by the Scheme Operator or by a Scheme Partner is effective unless it is expressly stated to be a waiver and communicated by the Scheme Operator to a Scheme Partner or by a Scheme Partner to the Scheme Operator in accordance with the provisions of Condition 18. The single or partial exercise of any right, power or remedy under the Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

## **22. Illegality and Severability**

If any provision of the Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Agreement and the remaining provisions shall continue in



full force and effect as if the Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in the reasonable opinion of any Party such a provision is so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Scheme Operator and each Scheme Partner shall immediately commence good faith negotiations to remedy such invalidity.

### **23. Dispute Resolution**

- 23.1 The Scheme Operator and each Scheme Partner shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference between the Scheme Operator and that Scheme Partner that may arise out of or relate to the Agreement (“Dispute”) before resorting to litigation.
- 23.2 If the Dispute is not settled through discussion between the Partnership Manager and a representative of the relevant Scheme Partner within a period of seven (7) Business Days of the date on which the Dispute arose, the Scheme Operator or the relevant Scheme Partner may refer the Dispute in writing to a director or chief executive (or equivalent) (“Senior Personnel”) of each of those Parties for resolution.
- 23.3 If the Dispute is not resolved within fifteen (15) Business Days of referral to the Senior Personnel, either the Scheme Operator or the relevant Scheme Partner may propose by notice to the other (“Notice”) that a structured mediation or negotiation be entered into with the assistance of a mediator.
- 23.4 If the Scheme Operator and the relevant Scheme Partner are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within twenty-eight (28) Business Days of the service of the Notice, either of those Parties may apply to the Centre for Effective Dispute Resolution (“CEDR”) in London to appoint a mediator. The costs of that mediator shall be divided equally between those Parties or as they may otherwise agree in writing.
- 23.5 Where a dispute is referred to mediation under Condition 23.3, the Scheme Operator and the relevant Scheme Partner will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 23.6 If the Scheme Operator and the relevant Scheme Partner reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by those Parties’ authorised representatives, shall be final and binding on those Parties.

- 23.7 If either of the Scheme Operator or the relevant Scheme Partner refuses at any time to participate in the mediation procedure and in any event if those Parties fail to reach agreement on the Dispute within forty (40) Business Days of the service of the Notice either of those Parties may commence proceedings in accordance with Condition 24.
- 23.8 For the avoidance of doubt, the Scheme Operator and the relevant Scheme Partner shall continue to comply with their respective obligations in accordance with the Agreement and without delay or disruption while the Dispute is being resolved pursuant to this Condition 23.
- 23.9 No Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Condition 23 and Condition 23 shall not apply in respect of any circumstances where such remedies are sought.
- 23.10 In the event that there is a Dispute between the Scheme Operator and a Scheme Partner that is the same as or similar to any other Dispute between the Scheme Operator and any other Scheme Partner, the Scheme Operator may, at its option:
- 23.10.1 in relation to a Dispute or Disputes which are being dealt with under the internal dispute escalation procedure set out in this Condition 23, choose to join the Disputes into one Dispute upon notice to the relevant Scheme Partners and the provisions of this Condition 23 shall apply in respect of such joined Dispute, subject to any changes in the timescales set out in this Condition 23 notified by the Scheme Operator in its discretion to manage the increased number of participants required at meetings;
- 23.10.2 in respect of one or more of such Disputes for which legal proceedings have commenced or steps have been taken to commence such proceedings, apply to the court to join the Disputes into one Dispute.

## **24. Governing Law and Jurisdiction**

The Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales. Without prejudice to Condition 23, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement provided that the Scheme Operator has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which a Scheme Partner is incorporated or in which any assets of a Scheme Partner may be situated. The Parties agree irrevocably to submit to that jurisdiction.

**25. TUPE**

- 25.1 Neither the Scheme Operator nor the Scheme Partner intend that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended (the Transfer Regulations) did or will apply at the commencement, duration or termination (howsoever caused) of the Scheme and/or the Partnership Terms and Conditions and/or the Deed of Adherence.
- 25.2 Without prejudice to Condition 25.1, the Scheme Partner undertakes to indemnify the Scheme Operator and keep the Scheme Operator indemnified from and against all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including legal costs), expenses and all other liabilities, howsoever and whenever arising relating to any former, existing or future employee of the Scheme Partner or any trade union or staff association recognised by the Scheme Partner and which contract or liability is transferred to the Scheme Operator under the Transfer Regulations or is alleged by such employee, trade union or staff association to have been so transferred.

**Appendix 1**  
**(Technical Specification)**

## Appendix 1 (Technical Specification)

### 1. CONFIGURATION OF THE UNIT

#### 1.1 General Requirements for all charge point infrastructure:

##### 1.1.1 General requirements

- (a) The Scheme Partner shall provide:
  - (i) Charge Points; and/or
  - (ii) Master Charge Points.
- (b) The Scheme Partner shall provide Charge Points that conform to the then-current industry standard or an emerging industry standard that may exist at present or in the future.
- (c) The Scheme Partner shall ensure that in a Cluster, the number of items of equipment deployed shall not exceed the number of Charge Points.
- (d) The Scheme Partner shall ensure that the Charge Point Socket and SmartCard Reader are at a minimum height of 750 millimetres and a maximum height of 1200 millimetres to comply with the Disability Discrimination Act (DDA) 1995 guidelines and Department for Transport (DfT) Inclusive Mobility – a guide to best practice on access to pedestrian and transport infrastructure (May 2002) guidelines.
- (e) The Scheme Partner shall ensure that each Charge Point is:
  - (i) coated with a graffiti resistant, sticker resistant surface material;
  - (ii) corrosion resistant; and
  - (iii) designed to minimise the risk of unauthorised access to the electricity supply or wilful or accidental damage to any mechanism.
- (f) The Scheme Partner shall ensure that each Charge Point has a mechanism for clearly indicating from a distance of five (5) metres (when taking into account the eyesight of someone with eyesight that

would enable such person to pass a UK standard vision driving test for driving a car) the current status of the Charge Point using the following colour scheme:

- (i) Blue – to indicate the Charge Point is available and ready for use;
  - (ii) Green – to indicate the Charge Point is currently plugged in and in use;
  - (iii) Red – to indicate the Charge Point is faulty and out of service.
- (g) The Scheme Partner shall ensure that the Charge Point has a means of indicating when a vehicle is fully charged.
- (h) The Scheme Partner shall ensure that each Charge Point comprises as a minimum:
- (i) a SmartCard Reader;
  - (ii) a mechanism to enable:
    - i. authorisation of SmartCard validity and user validity, including any usage limits; and
    - ii. the communication of data between each Charge Point, Master Charge Point, the Management System and the Pan London Service System in accordance with the section 2 about the Interface Specification;
    - iii. granting access to an Authorised User to the Charge Point Socket;
    - iv. energising the selected Charge Point Socket for an Authorised User;
    - v. the disconnection of power once the Maximum Stay has been exceeded as defined by the Scheme Operator or when the vehicle has been fully charged, whichever is the earlier the charging cable to be securely locked into the Charge Point Socket; and
    - vi. the provision for the supply of Authorised User information in accordance with paragraph 1.1.2.

- (i) The response time from the moment the SmartCard is presented at a SmartCard Reader by an Authorised User to the moment the Authorised User is granted access to the Charge Point Socket shall be less than two (2) seconds under all network traffic conditions.
- (j) The Scheme Partner shall ensure that each Charging Point shall be capable of buffering Data for 14 consecutive days.
- (k) The Scheme Partner shall ensure that all development languages used shall be a then-current industry standard.
- (l) Where a Charge Point has multiple Charge Point Sockets that have different electrical outputs, the Scheme Partner shall ensure that a Scheme User has the ability to select which Charge Socket they would like to use.
- (m) The Scheme Partner shall ensure that the Scheme User's experience is not affected when a Scheme User is using a Charge Point and a system update is taking place simultaneously for example a firmware upgrade.

1.1.2 Scheme User Information

- (a) The Scheme Partner shall display, by a means which is resistant to weather and vandalism, the following information on each Charge Point:
  - (i) a unique Asset identifier as agreed by the Scheme Partner which may be up to ten (10) alphanumeric digits long, this may include a single character sub-identifier to separately identify individual sockets on a multi-socket unit;
  - (ii) telephone number of the Scheme Partner; and
  - (iii) user instructions including but not limited to key safety information in English or pictorial fashion
- (b) Subject to Condition 6 of Schedule 2, the Scheme Partner shall ensure that space is allocated on the Charge Point for the following displays in the following order:
  - (i) branding that clearly identifies the Charge Point as part of the Scheme;

- (ii) sponsorship branding; and
  - (iii) Scheme Operator branding.
- (c) The design of the Charge Point including all branding shall comply with any branding guidelines provided by the Scheme Operator.
- (d) The design of the Charge Point including all branding shall be agreed in advance by the Scheme Operator.

### 1.1.3 SmartCard Reader

- (a) The Scheme Partner shall ensure that the SmartCard Reader shall conform to ISO 14443.
- (b) The Scheme Partner shall ensure that the SmartCard Reader can read Data embedded in a Mifare Classic/4K ISO14443 Type A RFID Card that conforms to the following specifications:
- (i) 13.56MHz frequency;
  - (ii) ISO/IEC 14443-1:2000 Part 1: Physical characteristics;
  - (iii) ISO/IEC 14443-2:2001 Part 2: Radio frequency power and signal interface;
  - (iv) ISO/IEC 14443-3:2001 Part 3: Initialization and anti-collision; and
  - (v) ISO/IEC 14443-4:2001 Part 4: Transmission protocol.
- (c) The Scheme Partner shall ensure that the SmartCard Reader has industry standard security measures to prevent fraudulent activity including card cloning and card skimming.
- (d) The SmartCard Reader shall be able to read a Unique Identifier Value from the RFID Card. The Unique Identifier Value shall be up to twelve (12) digits in length where any digit could be either a letter or a number and it shall be stored in sector one (1) of the RFID Card without any encryption.

### 1.1.4 Management System

- (a) The Scheme Partner shall ensure that the Scheme Operator is able to support the management processes for installation, service provision, control, maintenance and configuration of the Scheme Partner's Charge Points through the Scheme Partner's Management System. If



the manufacturer or provider of the Charge Point who is appointed by the Scheme Partner requests to use its own management system for these processes, the Scheme Partner shall ensure that the management system used by this manufacturer or the Charge Point provider is able to meet the connection requirements for the Scheme Partner's Management System as described in this appendix.

- (b) Each Charge Point shall be addressable on an individual basis from the Management System.
- (c) Where a number of Charge Points are closely co-located ("a Cluster"), the Scheme Partner may deploy a Master Charge Point. Where a Master Charge Point is used the Scheme Partner shall ensure that each Charge Point in the cluster shall be uniquely addressable on an individual basis from the Management System.
- (d) The Management System shall be able to identify which Charge Point Socket is charging and in use by a Scheme User where there are multiple Charge Point Sockets on a Charge Point.

### 1.1.5 Communications

- (a) The design of each Charge Point, Master Charge Point (where applicable) and the Management System shall include equipment capable of utilising one or more of ADSL, 3G, 4G or fiber-optic telecommunications links.
- (b) The Scheme Partner shall provide Charge Points that have communications equipment incorporated into the Charge Point unit and shall ensure that no communication transmitters are external to the Charge Point unit.
- (c) The Scheme Partner shall supply a ADSL, 3G, 4G or fiber-optic telecommunications link between each Charge Point, Master Charge Point (where applicable) and the Management System.
- (d) The Scheme Partner may, but shall not be obligated to, supply a wireless local area network using the 2.4 GHz or 5 GHz radio frequencies based on the IEEE 802.11 standards between each Charge Point, Master Charge Point (where applicable).
- (e) The telecommunications link between the Charge Point, Master Charge Point (where applicable) and the Management System shall

be to an industry standard suitable for deployment in the European Union including the United Kingdom and meet all related standards and the any requirements of Ofcom covering the chosen communications medium.

- (f) Each Charge Point or Master Charge Point (where applicable) shall provide a status update communication to the Management System at a frequency to be agreed by the Scheme Operator. The frequency of the status update communication detailed shall be configurable and may be a frequency anywhere between once every one (1) minute and once every five (5) minutes.
- (g) The Management System shall provide an appropriate response to any message sent by the Pan London Interface in near real time following receipt of the message.
- (h) The communications interface and protocol between the Charge Point, Master Charge Point (where applicable) and the Management System must be compliant with the Interface Specification provided in section 2 of this Appendix 1.

### 1.1.6 Authorised User List

- (a) The Service Systems shall maintain an Authorised User List of approved Scheme Users capable of being updated on a near real time basis from the Pan London Service Systems. The use of delta encoding may be used, to minimize network traffic.
- (b) The Service Systems shall update the Authorised User List by batch mode every 24 hours or on demand when requested by the Scheme Partner.
- (c) An Authorised User List update of 250,000 Scheme User numbers shall become effective at all Charge Points within four (4) hours from the initiation of the update command.
- (d) The Service Systems shall continue to operate during any Authorised User List update by using the previous distributed list version until the new Authorised User List upload is complete and verified.

### 1.1.7 Design

- (a) The Scheme Partner's solution for the Charge Point Infrastructure must be designed to meet the installation requirements, future infrastructure removal and expansion requirements as set out in this Agreement.
- (b) The Scheme Partner shall use a consistent configuration of Charge Point components wherever possible to achieve a standardised layout and positioning for the Charge Point Infrastructure.
- (c) The design, style and technical functionality for the Charge Point Infrastructure shall be consistent throughout the term of the Agreement unless expressly approved by the Scheme Operator.
- (d) The Scheme Partner shall design the Charge Points so as to allow them to be base-mounted and wall-mounted.
- (e) The Scheme Partner shall design base mounted Charge Points to allow power to be fed through the base of the Charge Point.
- (f) The Scheme Partner shall provide Charge Points in either white or black. The Scheme Partner acknowledges that the Scheme Operator's preference is for the Charge Points to be coloured white instead of black, as white Charge Points are more visible to the public and Scheme Users and may also help to reduce the temperature of the Charge Point and thereby assist the performance of such Charge Point.
- (g) The Scheme Partner shall ensure that Charge Point meet the streetscape requirements provided by the Scheme Operator and consider TfL's Streetscape Guidelines as indicative.
- (h) The design of the Charge Point Infrastructure shall comply with the Equality Act 2010 requirements and Department for Transport (DfT) Inclusive Mobility – a guide to best practice on access to pedestrian and transport infrastructure (May 2002) guidelines (or any replacement guidelines that may be issued from time to time by the DfT).
- (i) The Scheme Partner shall design all Charge Points so that any components that are required to be deployed shall not interfere with any existing statutory undertakers or any other existing equipment commonly found in areas where Charge Points are typically installed.

- (j) The Scheme Partner shall ensure that the Charge Point design minimises the use of power where possible.

1.1.8 Standards

- (a) The design of the Charge Point Infrastructure shall meet all relevant British and European Standards including but not limited to those listed in section 1.2 of this Appendix.
- (b) Where applicable, the Scheme Partner shall ensure that all electrical equipment shall comply with BS7671, The Requirements for Electrical Installations 17th edition including any amendments to or successors of this standard.

1.1.9 Branding

- (a) All branding should be kept to the minimum where possible not withstanding any legal obligations for the manufacturer to identify itself on the equipment. Branding is subject to the provisions set out in Condition 6

1.1.10 Health and Safety

- (a) The Scheme Partner shall ensure that where the Charge Point is base mounted, the Charge Point Socket outlet shall be at a height or location to minimise cable trip hazards and discourage accidental contact.
- (b) The Scheme Partner shall ensure that each Charge Point is protected with a Circuit Breaker to avoid damage or injury in case of over current demand.
- (c) The entire Charge Point shall be protected with one or more residual current breaker(s) to avoid injury or damage in case of an earth leakage.

1.1.11 Components

- (a) The Scheme Partner shall ensure that all components can be easily accessed for maintenance activities and rapidly swapped out and replaced as necessary.

- (b) The Scheme Partner shall design all Charge Points so that any components that are fixed into the ground are fixed securely with tamper-proof fixings.
- (c) The Scheme Partner shall ensure that the Charge Point does not consist of any horizontal or near-horizontal surfaces that would permit the build up of litter or other objects.

1.1.12 Warranty

Without prejudice to the Scheme Operator's Direct Maintenance Responsibilities in Appendix 6, the Scheme Partner shall provide a manufacturer's warranty for all Charge Point Infrastructure.

**1.2 Standards, Working Practices & Principles for all Charge Point Infrastructure**

1.2.1 General

- (a) The Scheme Partner shall design the Charge Point Infrastructure to comply with the principles contained within this Appendix.
- (b) The Scheme Partner shall employ programme management and development methodologies which either follow:
  - (i) an industry standard; or
  - (ii) are well documented and can be demonstrated to follow Good Industry Practice.
- (c) The Scheme Partner shall adhere to the standards and working practices of internationally recognised organisations as referenced in Table 1 (Organisations) and Table 2 (Standards) below, or, where such standards and working practices have been amended and/or superseded, by the latest revisions or superseding standards and working practices, or any standard which is generally recognised as being equivalent to it.

**Table 1 – Organisations**

BSI	British Standards Institution
NEMA	National Electrical Manufacturers Association
EIA	Electronic Industries Alliance
IEC	International Electrotechnical Commission
ISO	International Organisation for Standardisation

IET	Institution of Engineering and Technology
TfL	Transport for London
HSE	Health and Safety Executive

**Table 2 – Standards**

IEC 62196 (BS EN 62196)	International Standard: Plugs, socket-outlets, vehicle couplers and vehicle inlets – Conductive charging of electric vehicles  (Part 1: Charging of electric vehicles up to 250 A a.c. and 400 A d.c.)  Part 2: Dimensional interchangeability requirements for pin and contact-tube accessories
IEC 61851 (BS EN 61851-22)	International Standard: Electric vehicle conductive charging system – Part 22: AC electric vehicle charging station
ISO 9000	Quality Management Standard
BS ISO/IEC 27002:2005	Code of Practice for Information Security Management
BS7671	The IET Wiring Regulations
BS 1363	UK domestic 13A socket standard
BS ISO/IEC 26514:2008	Guidelines for the documentation of computer-based application systems
BS EN ISO 9000-3	Guidelines for the application of ISO 9001:2000 to the development, supply, installation and maintenance of computer software
BS EN 60950-1:2006	Specification for safety of information technology equipment, including electrical business equipment
BS EN 60529	Specification for degrees of protection provided by enclosures (IP codes)
BS ISO/IEC 6592	Guidelines for the documentation of computer-based application systems
EN 55022	Electro Magnetic Compatibility
BS EN 60617	Graphical symbols for diagrams
BS EN 60950	Specification for safety of information technology equipment, including electrical business equipment
IEC Publication 68	Environmental Testing
BS ISO/IEC 27001:2005	Specification for Information Security Management
BS ISO/IEC 27002:2005	Code of Practice for Information Security Management
POSIX	Information Technology. Portable Operating System Interface (POSIX). Shell and Utilities
CDM 2007	The Construction (Design and Management) Regulations 2007
ISO 27001	Information Technology. Security Techniques.

	Information and Security Management Systems Requirements.
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### 1.2.2 Environmental Requirements

- (a) The environmental requirements in this section should be met at all times whilst the Charge Point is operational including whilst charging is taking place.
- (b) The Charge Point Infrastructure shall conform to all relevant European Union requirements for Electromagnetic Compatibility (EMC) and the Low Voltage Directive. This may be either by:
  - (i) production of self-certification documentation to demonstrate overall compliance with the EMC requirements; or
  - (ii) testing the Charge Point Infrastructure to prove compliance.
- (c) The Charge Point Infrastructure shall:
  - (i) a) be certified with a CE mark; and
  - (ii) b) conform to compatible EMC standards under the CE mark, such that all components of the Charge Point Infrastructure including cabling within the housing work without interference to, or susceptibility to interference to, any other CE marked equipment.
- (d) All equipment and devices supplied by the Scheme Partner shall function in the presence of electromagnetic emissions, regardless of their source, within the surrounding environment. The surrounding environment shall include communications systems, microwave, UHF, VHF radio transmissions and repeaters, computer equipment and accessories, traffic control devices, magnetometers, electric motors, control systems, power tools, welders, power substations and equipment, automotive vehicles, and power transmission lines.
- (e) All enclosures for external locations (e.g. Charge Points) shall conform to at least IP 54 specified in BS EN60529 when the Charge Point is not in use.
- (f) Charge Points shall comply with IP 44 specified in BS EN60529 when the Charge Point is plugged in and in use.

- (g) The Charge Point Infrastructure shall comply with all relevant requirements of the following sections of the Highways Agency Document “Environmental tests for motorway communications equipment and portable and permanent road traffic control equipment” TR2130 issue C, Feb 2002:
- (i) Section 3.2 Dry heat;
  - (ii) Section 3.3 Cold;
  - (iii) Section 3.5 Damp heat;
  - (iv) Section 3.7 Water Penetration;
  - (v) Sections 4.14, 4.15, 4.16 Bump;
  - (vi) Section 3.8 Random Vibration;
  - (vii) Sections 5.2, 5.3, 5.4 Vibration, random, operational; and
  - (viii) Section EMC.
- (h) For the avoidance of doubt, all externally mounted equipment would be classified as subject to solar heating as specified in 3.1.1 of TR2130C.
- (i) For equipment mounted in the Charge Point, the dry heat test as outlined in section 3.1 of TR2130C shall be carried out in one of two ways:
- (i) All the equipment proposed to be mounted in the Charge Point may be tested inside the Charge Point respectively, in accordance with Section 3.1.1 of TR2130C, including the effects of solar heating; or
  - (ii) The Scheme Partner may calculate the theoretical maximum temperature inside the proposed Charge Point, taking into account the maximum power dissipation of each piece of equipment, the solar heating of the Charge Point, and a sustained ambient temperature of +35 oC. Each piece of equipment in the Charge Point Infrastructure may then be individually tested to this theoretical maximum temperature.
- (j) Before installation, the Scheme Partner shall produce certificates from a certified test house confirming that the Charge Point Infrastructure



equipment complies with the requirements of the current section 1.2.2. Any certification obtained outside of this Agreement, is admissible providing there is no difference between the equipment certified, and the equipment proposed for installation.

1.2.3 Environmental Management

The Scheme Partner shall hold and maintain an environmental management system independently certified to BS EN ISO 14001: 2004, or equivalent, for the term of the Agreement.

1.3 Standard Charge Points

1.3.1 The Scheme Partner shall ensure that Standard Charge Points can operate with a single phase AC electrical output of 3kW (13 Amp, 230V nominal).

1.3.2 The Scheme Partner shall ensure that every Standard Charge Point rated at a 13 Amp output shall be capable of being upgraded to a 32 Amp output.

1.3.3 In the event of deploying a Standard Charge Point operating with a single phase AC electrical output of 3kW (13 Amp, 230V nominal), the Charge Point Socket shall conform to the BS1363 standard.

1.3.4 In the event of a Charge Point being upgraded to a 32 Amp Charge Point Socket, the Charge Point Sockets shall conform at a minimum to the international standard IEC 62196.

1.3.5 In the event of deploying a Charge Point operating with a single phase AC electrical output of 3.7kW (16 Amp, 230V nominal), the Charge Point Socket shall conform at a minimum to the international standard IEC 60309.

1.3.6 All Standard Charge Points shall meet requirements detailed in section **Error! Reference source not found.** of this Appendix.

1.4 Faster Charge Points

1.4.1 The Scheme Partner shall ensure that Faster Charge Points can operate with a single phase AC electrical output of 7kW (32 Amp, 230V nominal).

1.4.2 All Faster Charge Point Sockets shall conform at a minimum to the international standard IEC 62196.

- 1.4.3 All Faster Charge Points shall meet requirements detailed in section **Error! Reference source not found.** of this Appendix.

## 1.5 Rapid Charge Points

### 1.5.1 General

- (a) The Scheme Partner shall design the Rapid Charge Points to provide optimum accessibility for both the Scheme User and the Eligible Vehicle.
- (b) The Scheme Partner shall ensure that the cable is an integral part of the Rapid Charge Point and does not become detachable during normal operation.
- (c) On request, the Scheme Partner shall provide training on how to operate the Rapid Charge Point.

### 1.5.2 DC electrical output

- (a) The Scheme Partner shall ensure that Rapid Charge Points can operate at a DC electrical output of a minimum of 20kW (nominal) and not exceeding a rated operating voltage of 600V at a rated current not exceeding 400A, at variable voltage and current compatible with Electric Vehicle DC charging.
- (b) All DC Rapid Charge Point Plugs shall conform to the JEV level 3 (G105-1993) DC connector standard or equivalent.
- (c) The Scheme Partner shall ensure that the Rapid Charge Point shall comply with the TEPCO and/or CHAdeMO charging protocol/standards.

### 1.5.3 AC electrical output

- (a) The Scheme Partner shall ensure that Rapid Charge Points can operate with a three phase AC electrical output of 43 kW (63 Amp, 400V nominal).
- (b) All AC Rapid Charge Point Plugs shall conform at a minimum to the international standard IEC 62196.

## 1.6 Requirements for car sharing charge points

1.6.1 Any Charge Point solution that the Scheme Partner wants to integrate into the car sharing service shall respect the following conditions:

- (a) The availability performance ratio shall be above 99.9%;
- (b) The latency of the telecommunication link shall be below 200ms for 99.9% of the time;
- (c) The Charge Point shall have a sufficiently large screen and a sufficient resolution in order to display clearly messages that must be provided to the Scheme User and a virtual keyboard as well;
- (d) The Charge Point shall have the space to include a specific logo to designate the solution as compatible with the car sharing service;
- (e) The Charge Point shall enclose a cable with T1 socket with at least 6m length and with a cable reel;
- (f) The Charge Point shall enclose a T2 socket for connecting electric vehicles for Scheme Users;
- (g) The Charge Point shall have the technical capacities to communicate with the vehicles that are used with the car sharing services, especially through the Scheme Operator's technology;
- (h) The Charge Point shall support the communication protocol dedicated to the car sharing service, with all needed messages for the services;
- (i) The Charge Point shall have been tested before the integration into the network by the Scheme Operator's BlueSolutions team in order to check the compatibility with the car sharing service.

## 1.7 Definitions

In the Appendix the following terms shall have the following meanings:

<b>“Assets”</b>	means those assets used in providing the Service System, and whether or not leased by, or in the possession or control of the Scheme Partner or its sub-contractors;
<b>“Authorised User”</b>	means a Scheme User who is on the Authorised User List;
<b>“Authorised User List”</b>	means a list of Scheme User IDs that shall be granted

	access to use the Charge Point;
<b>“CHAdeMO”</b>	means a rapid charging industry standard protocol proposed by an association of companies in the electric vehicle market;
<b>“Charge Point Infrastructure”</b>	means the on-street Assets comprising each Charge Point and Electrical Feeder Pillar (where requested by the Scheme Operator) including but not limited to the housing, links, cables and ducting to the Electrical Feeder Pillar and any possible collision protection devices;
<b>“Charge Point Plug”</b>	means an electrical connector with contact pins designed to connect mechanically and electrically to a socket;
<b>“Charge Points”</b>	means the: <ul style="list-style-type: none"> <li>(a) Standard Charge Points and Faster Charge Points; and/or</li> <li>(b) Rapid Charge Points;</li> </ul>
<b>“Charge Point Socket”</b>	means a receptacle with openings to receive the pins of an electrical plug, and designed to deliver current to an inserted plug;
<b>“Charge Point Status”</b>	Charge Point status is either: (i) available and ready for use indicated by a blue signal, (ii) currently charging and in use indicated by a green signal; or (iii) faulty and out of service indicated by a red signal;
<b>“Circuit Breaker”</b>	means an automatically operated electrical switch designed to protect an electrical circuit from damage caused by overload or short circuit;
<b>“Cluster”</b>	has the meaning set out in section 1.1.4(c) of this Appendix;
<b>“Data”</b>	means data, text, drawings, diagrams, maps, process models, forecast volumes, photographic images or sounds (together with any database made up of any of the foregoing) which are embodied in any electronic or

	tangible medium;
<b>“day”</b>	means a twenty-four (24) hour period beginning at 00:00:00 and ending at 23:59:59;
<b>“Electrical Feeder Pillar”</b>	means a pillar providing an electrical supply to the Charge Points;
<b>“Faster Charge Point”</b>	means faster charge point infrastructure enabling an Eligible Vehicle to connect to and charge from an electricity supply as more particularly defined section 4 of this Appendix, excluding Rapid Charge Points;
<b>“Good Industry Practice” or “GIP”</b>	means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence, foresight and practice, that would reasonably and ordinarily be expected from a highly skilled and experienced person engaged in the same type of undertaking as that to which each service relates under the same or similar circumstances to those in which each service is to be provided;
<b>“Infrastructure”</b>	means hardware, together with system software required to support the operation of application software used to provide the Service System and to store, send, receive, process and manage Data;
<b>“Interface”</b>	means the Pan London Interface and other interfaces described in the Interface Specification and any other interfaces, processes, procedures or methods which provide access, functionality, interaction, inputs, or outputs, or which otherwise allow Data feeds, in each case as may be required from time to time to deliver the Service System in accordance with the Agreement including without limitation relevant software, hardware and Management Systems;
<b>“Interface Specification”</b>	means as regards the Pan London Interface, the specification set out in section 2 (Interface Specification) to this Appendix;

<b>“International Organization for Standardization” or “ISO”</b>	means the industry recognised standards body responsible for ratifying and producing specifications for industry standards;
<b>“Management System”</b>	means the hardware and software to be maintained and used, as applicable, by the Scheme Partner to provide the management function for the Scheme Partner's Charge Point estate; to receive and process transactions and Data from the Charge Point Infrastructure and SmartCard Reader; to transmit Data to the Pan London Service System via the Pan London Interface;
<b>“Master Charge Point”</b>	mean a Charge Point capable of transmitting Data to and from the Management System;
<b>“Maximum Stay”</b>	means the maximum time period a Scheme User shall be permitted to charge his/her vehicle. This shall be a parameterised figure that should not be hard coded;
<b>“Pan London Interface”</b>	means the Interface set out in the Interface Specification;
<b>“Pan London Service System”</b>	means all or any part of the Scheme Partner's service system used in connection with the Scheme;
<b>“Rapid Charge Point”</b>	means a Charge Point that is capable of delivering more than 43 kilowatts of power to a plug-in vehicle;
<b>“RFID Card”</b>	means a SmartCard;
<b>“Service System”</b>	means all or any part of System, including any:  (a) Management System;  (b) SmartCard System;  (c) Interfaces;  (d) hardware; or  (e) software;  to be designed, developed, implemented, maintained and used, as applicable, by or on behalf of the

Scheme Partner in connection with the Charge Points and/or the Services;

**“SmartCard”** means a pocket sized card with embedded integrated circuits, which can process data in connection with the Scheme;

**“SmartCard Reader”** means the device used to read data embedded in the SmartCard;

**“Standard Charge Point”** means standard Charge Point Infrastructure enabling a vehicle to connect to and charge from an electricity supply as more particularly defined section 1.4 of this Appendix, excluding Rapid Charge Points.

## 2. COMMUNICATION SPECIFICATION

### 2.1 Communication interface

2.1.1 A new communication protocol is required below between the central Information System of the Scheme Operator and the Scheme Partner's own information systems (or where the Scheme Partner has appointed a maintenance service provider, the maintenance service provider's information systems) and must be improved through technical workshops with all interested parties (the Scheme Partner (and/or the maintenance service provider (as applicable) and the Scheme Operator). This protocol builds upon a common set of expected features on the charging points, thus reducing the need for hardware or firmware upgrades. There must be a single protocol in use for all network operators, although some thresholds may be tuned differently for each operator.

2.1.2 This communications protocol relies mostly on the standard, widely accepted Open Charging Point Protocol, version 1.5<sup>1</sup>, which is already present in a wide range of charging points..

2.1.3 The Scheme Partner or the maintenance service provider (as applicable) shall collect data directly from the Scheme Partner's charging points and expose metrics and supervision data to the Scheme Operator on a dedicated server. The exchange link between the Scheme Operator and

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<sup>1</sup> See: [http://www.ocppforum.net/sites/default/files/ocpp\\_specification\\_1.5\\_final.pdf](http://www.ocppforum.net/sites/default/files/ocpp_specification_1.5_final.pdf)

the Scheme Partner will be through IPSEC VPN in order to secure the communication. Considering the relatively low bandwidth needed, IPSEC VPN is considered to be sufficient. If necessary a dedicated leased optical fiber connection can be considered.

- 2.1.4 The Scheme Operator will have two datacenters, for redundancy. **As a result two VPNs will be set-up.** The Scheme Partner or maintenance service provide (as applicable) shall define one as the primary link, and the other as the secondary, which will be used in case of any issue on the first one. The architecture must be compatible with Business Continuity Activity: the swap from the primary to the secondary link must be automatic (no manual operations like configuration modification). The Infrastructure on both side (Scheme Operator's side and Service Provider's side) shall integrate the failover feature between the two VPN IPsec either on software level or on network level (dynamic routing).



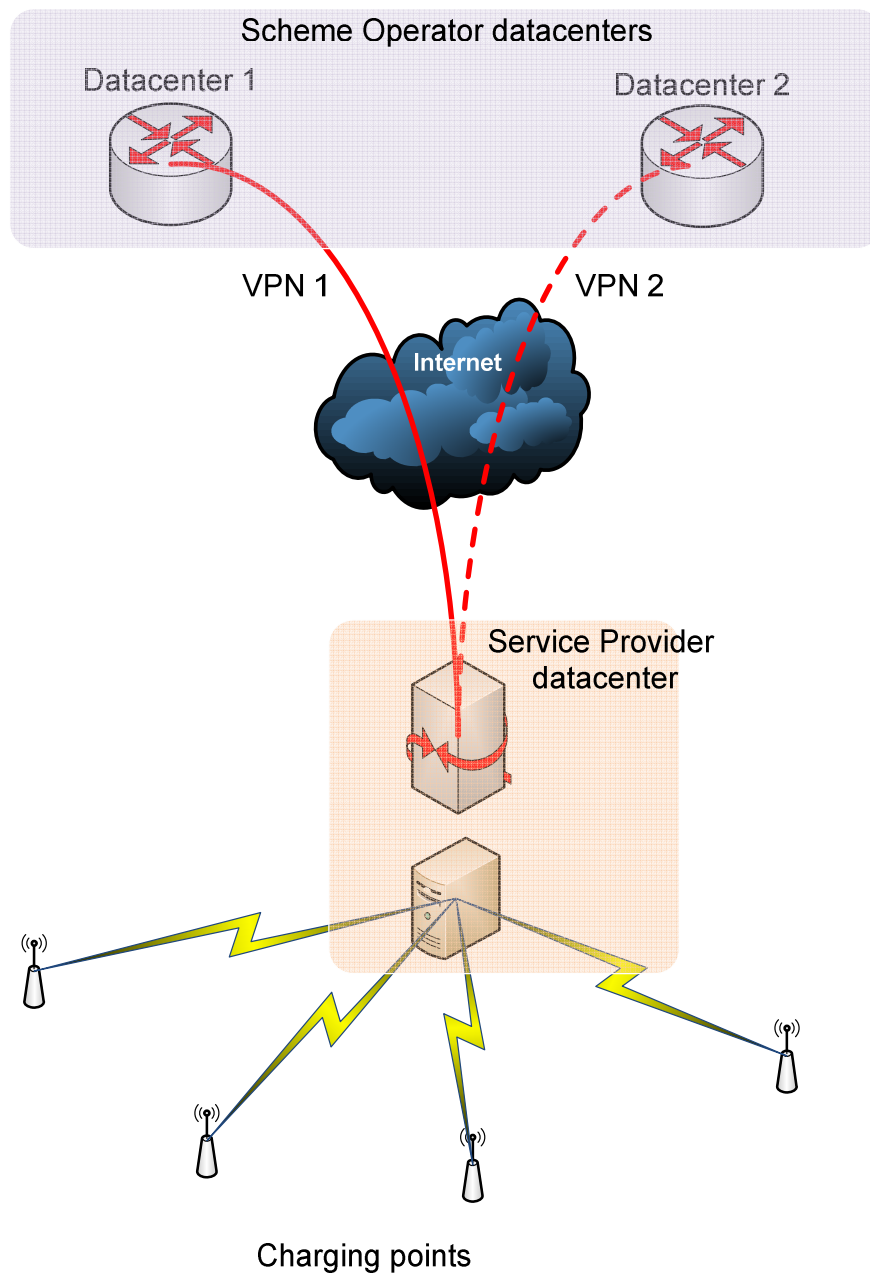


Figure 1 - architecture of the communication network between the Scheme Operator central system and the charging points

## 2.2 Communication Protocol

2.2.1 Although the OCPP standard is intended for direct charging point to central system communications, a central system may act as a proxy by examining the chargeBoxIdentity field present in all incoming and outgoing requests.

2.2.2 The following list describes each standard method (“Requests”).

Method name	Category	Initiated by:	Description
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Method name	Category	Initiated by:	Description
Authorize	Mandatory	charge point	<ul style="list-style-type: none"> <li>▶ This allows a fast "subscription to service" transition once payment has been processed, and efficient subscription suspension for non-paying customers</li> </ul>
Heartbeat	Mandatory	charge point	<ul style="list-style-type: none"> <li>▶ The central system needs to detect unavailable charging point efficiently.</li> <li>▶ Thresholds as low as 5 minutes should be supported</li> <li>▶ The Source London reply (update to the heartbeat interval) might be altered by the operator's system</li> </ul>
StartTransaction	Mandatory	charge point	<ul style="list-style-type: none"> <li>▶ Core charging system</li> </ul>
StopTransaction	Mandatory	charge point	<ul style="list-style-type: none"> <li>▶ Core charging system</li> </ul>
ReserveNow	Mandatory	central system	<ul style="list-style-type: none"> <li>▶ For proper reservation support</li> </ul>
CancelReservation	Mandatory	central system	<ul style="list-style-type: none"> <li>▶ For proper reservation support</li> </ul>
SendLocalList	Mandatory	central system	<ul style="list-style-type: none"> <li>▶ To update the local list (for instance on older charging points that don't support reservation)</li> </ul>
GetLocalListVersion	Mandatory	central system	<ul style="list-style-type: none"> <li>▶ For proper list management</li> </ul>
ClearCache	Mandatory	central system	<ul style="list-style-type: none"> <li>▶ Since a charging point caches authorization from Authorize, its local cache must be reset when a subscriber leaves the service.</li> </ul>
RemoteStartTransaction	Mandatory	central system	<ul style="list-style-type: none"> <li>▶ For efficient customer service</li> </ul>
RemoteStopTransaction	Mandatory	central system	<ul style="list-style-type: none"> <li>▶ For efficient customer service</li> </ul>
UnlockConnector	Mandatory	central system	<ul style="list-style-type: none"> <li>▶ For efficient customer service</li> </ul>
StatusNotification	Mandatory	charge point	<ul style="list-style-type: none"> <li>▶ For proper real time availability detection</li> </ul>
ChangeAvailability	Mandatory	central system	<ul style="list-style-type: none"> <li>▶ For instance when a service-level issue has been detected, or closure has been requested by officials</li> </ul>

Method name	Category	Initiated by:	Description
BootNotification	Recommended	charge point	<ul style="list-style-type: none"> <li>▶ Allows to properly set the heartbeat interval, and to ensure an up-to-date kiosk database</li> <li>▶ The Source London reply may be altered by the operator's system</li> </ul>
MeterValues	Recommended	charge point	<ul style="list-style-type: none"> <li>▶ In order to provide billing preview while charging</li> </ul>
ChangeConfiguration	Optional	central system	<ul style="list-style-type: none"> <li>▶ Only a few values would be send by the Source London system, for instance the Heartbeat Interval</li> </ul>
GetConfiguration	Optional	central system	<ul style="list-style-type: none"> <li>▶ To detect which updates are needed, if any</li> </ul>
DataTransfer	Ignored	charge point	
DiagnosticsStatusNotification	Ignored	charge point	
FirmwareStatusNotification	Ignored	charge point	
DataTransfer	Ignored	central system	
GetDiagnostic	Ignored	central system	
Reset	Ignored	central system	
UpdateFirmware	Ignored	central system	

*Ignored methods won't be called by the Source London system.*

## 2.3 IPSEC interconnection model with the Scheme Operator datacenters

The section explains solutions for the IPSEC interconnection, within two modes: manual versus automatic failover. Manual failover can be accepted in a first step, in order to set-up quickly the interconnection between the Scheme Operator datacenters and the Service Provider gateway. But only the automatic failover can achieved the target of the Business Continuity Activity and must be performed in a middle-term delay, if not in a short term period.

### 2.3.1 Detailed architecture: manual failover

#### Design

**The following diagram explains the detailed configuration.**

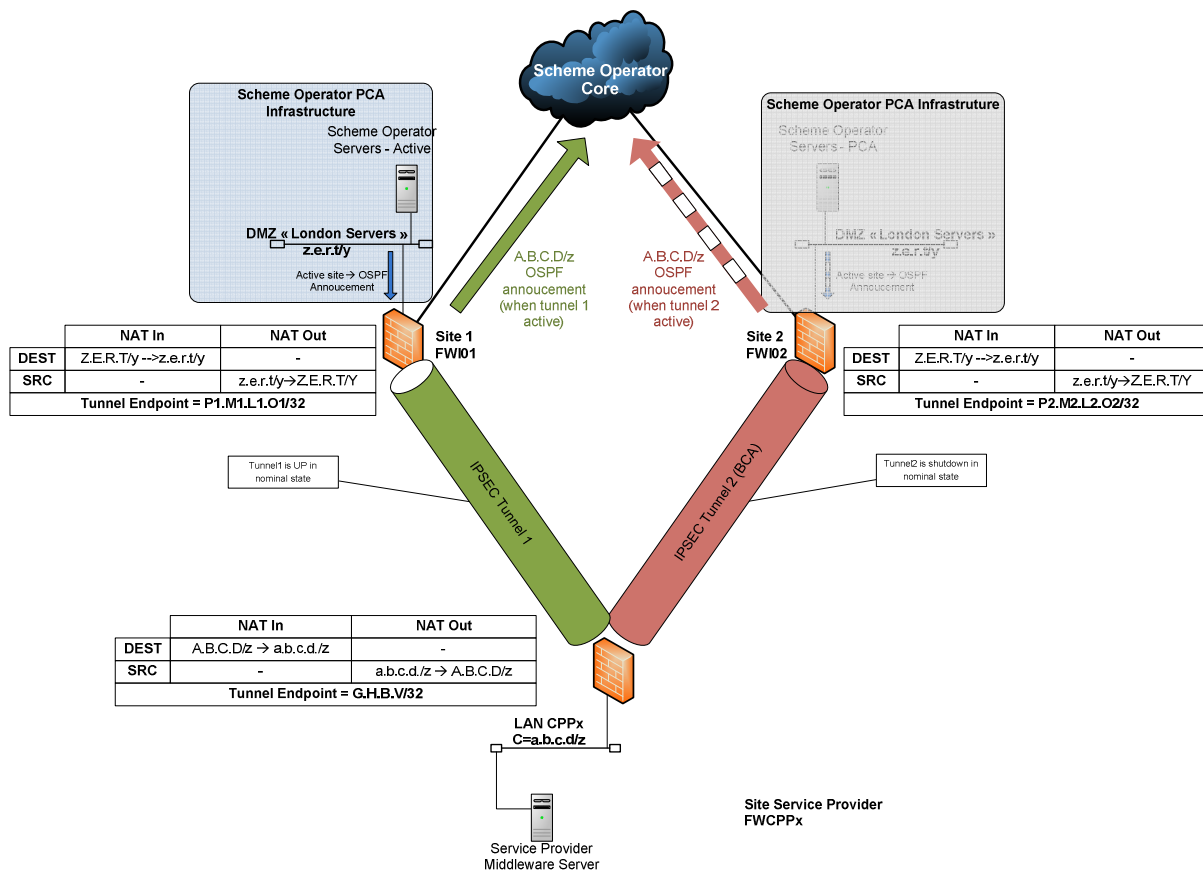


Figure 2: Manual failover detailed architecture

- (a) a.b.c.d/z is the Service Provider server network.
- (b) z.e.r.t/y is the servers infrastructure.
- (c) Those addresses remain private inside their home network. They are not exchanged between the Scheme Operator and the Service Provider.
- (d) On each network NAT is setup so that common suitable addresses are exchanged between both networks.
- (e) Network routed in the IPSEC network are:
  - (i) Z.E.R.T/y : Scheme operator server network in the IPSEC tunnel
  - (ii) A.B.C.D/z : Service Provider server network address in the IPSEC tunnel
- (f) The Service Provider firewall must perform source Nating of the Operator server so that both parts exchange only mutual agreed network addresses.

- (g) The Scheme operator firewall also performs source Nating so that only agreed addresses are sent to the Service Provider.
- (h) The firewall in the Service Provider network will have 2 IPSEC tunnels, one active the other one in shutdown state.

### **Failure scenarios**

- (a) Internet failure on Scheme Operator site 1.
  - (i) In case of Internet failure on Scheme Operator site 1, the Service Provider network admin shuts down manually IPSEC tunnel 1 on firewall and activate tunnel 2.
  - (ii) When IPSEC tunnel 1 is down, route to A.B.C.D/z does not exist any longer on the Scheme Operator network.
  - (iii) Tunnel 2 gets connected; A.B.C.D/z network gets announced in the Scheme Operator network. The Service Provider network is up and reachable.
  - (iv) Scheme Operator network admin manually announces A.B.C.D/z connection on FWI02.
- (b) Global failure of site 1
  - (i) Network operations are identical to the previous failure.
  - (ii) Scheme Operator servers admin must then activate servers and server network vip on site 2.

### **IPSEC Tunnel parameters**

The enclosed form contains all operational parameters used for setup.

### **Scheme Operator Side**

Preshared key will be exchanged at setup time.

<b>Scheme Operator Site1</b>	
Equipment type	Juniper SRX
LAN LOCAL	Z.E.R.T/z
LAN REMOTE	A.B.C.D/z
Peer Ip Address	G.H.B.V
IKE Parameters	
Authentication Mode:	Preshare key
Authentication Algorithm	SHA
Encryption Algorithm	AES-256
Data Lifetime:	10000
Time lifetime:	86400
IPSEC Parameters	
Algorithm Authentication:	SHA
Algorithme de Chiffrement:	AES-256
Perfect Forward Secrecy:	YES
Diffie Helman group:	2 (1024bits)
Data Lifetime:	10000
Time Lifetime:	28800

<b>Scheme Operator Site2</b>	
Equipment type	Juniper SRX
LAN LOCAL	Z.E.R.T/z
LAN REMOTE	A.B.C.D/z
Peer Ip Address	G.H.B.V
IKE Parameters	
Authentication Mode:	Preshare key
Authentication Algorithm	SHA
Encryption Algorithm	AES-256
Data Lifetime:	10000
Time lifetime:	86400
IPSEC Parameters	
Algorithm Authentication:	SHA
Algorithme de Chiffrement:	AES-256
Perfect Forward Secrecy:	YES
Diffie Helman group:	2 (1024bits)
Data Lifetime:	10000
Time Lifetime:	28800

### Service Provider Side

<b>Service Provider Tunnel 1</b>	
Equipment type	
LAN LOCAL	A.B.C.D/z
LAN REMOTE	Z.E.R.T/z
Peer Ip Address	P1.M1.L1.O1
IKE Parameters	
Authentication Mode:	Preshare key

Authentication Algorithm	SHA
Encryption Algorithm	AES-256
Data Lifetime:	10000
Time lifetime:	86400
IPSEC Parameters	
Algorithm Authentication:	SHA
Algoritihm de Chiffrage:	AES-256
Perfect Forward Secrecy:	YES
Diffie Helman group:	2 (1024bits)
Data Lifetime:	10000
Time Lifetime:	28800

<b>Service Provider Tunnel 2</b>	
Equipment type	
LAN LOCAL	A.B.C.D/z
LAN REMOTE	Z.E.R.T/z
Peer Ip Address	P2.M2.L2.O2
IKE Parameters	
Authentication Mode:	Preshare key
Authentication Algorithm	SHA
Encryption Algorithm	AES-256
Data Lifetime:	10000
Time lifetime:	86400
IPSEC Parameters	
Algorithm Authentication:	SHA
Algoritihm de Chiffrage:	AES-256
Perfect Forward Secrecy:	YES
Diffie Helman group:	2 (1024bits)
Data Lifetime:	10000
Time Lifetime:	28800

### 2.3.2 Detailed architecture: Automatic failover

#### (a) Design

The following diagram explains the detailed configuration.

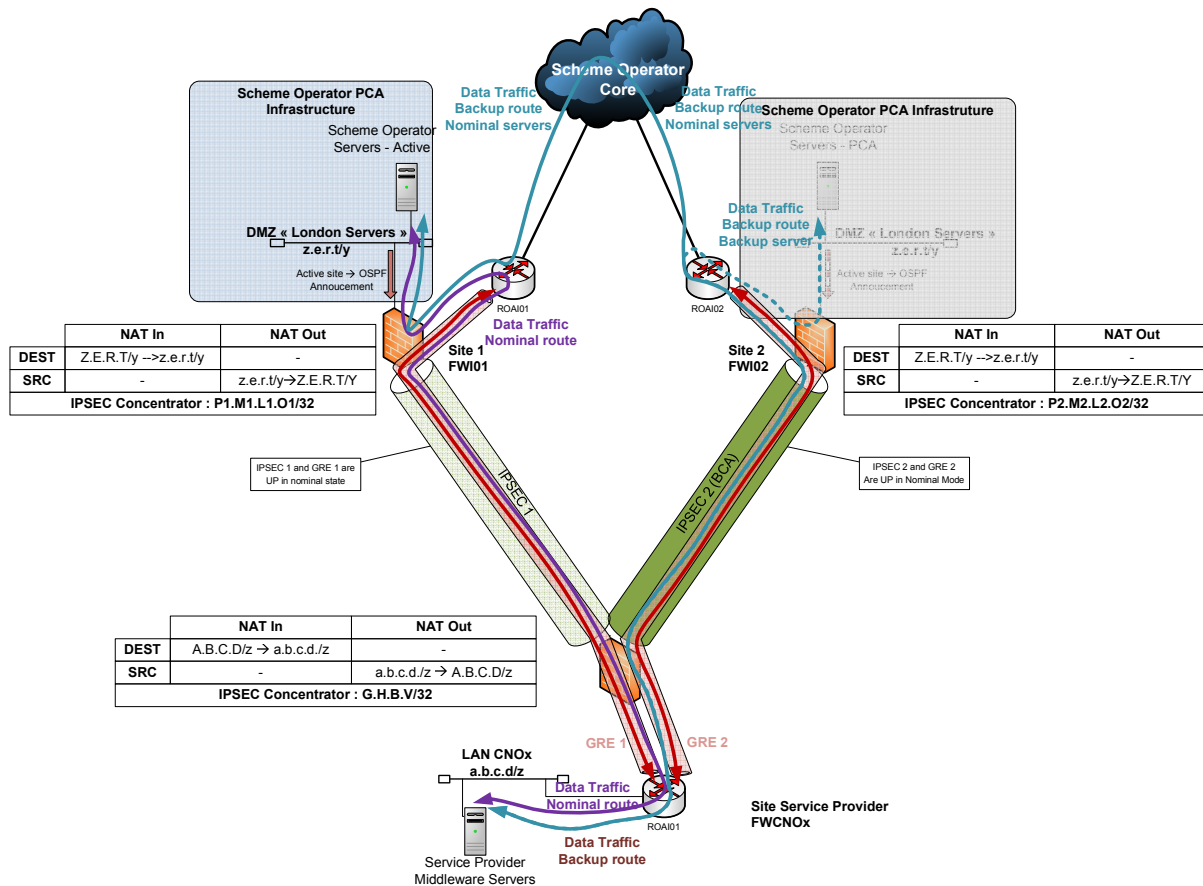


Figure 3: Automatic failover detailed architecture

- (b) To enable automatic failover in case of blue solution site failure dynamic routing is setup building e-BGP session between Service Provider network and the Scheme Operator datacenters.
- (c) Since BGP routing is not performed on the same equipment as the IPSEC VPN, GRE tunnel must be setup between BGP routers.
- (d) IPSEC is only used to setup secure point to point connections. Only GRE endpoints are routed in the IPSEC network.
- (e) All Service Provider network monitoring traffic is sent over the GRE tunnel.
- (f) a.b.c.d/z is the Service Provider server network.
- (g) z.e.r.t/y is the Scheme Operator servers infrastructure.
- (h) Those addresses remain private inside their home network. They are not exchanged between the Scheme Operator and the Service Provider.
- (i) On each network NAT is setup so that common suitable addresses are exchanged between both networks.



- (j) Network routed in the IPSEC network are:
  - (i) Z.E.R.T/y : Scheme Operator server network in the IPSEC tunnel
  - (ii) A.B.C.D/z : Service Provider server network address in the IPSEC tunnel
- (k) The Service Provider firewall must perform source Nating of the Scheme Operator server so that both parts exchange only mutual agreed network addresses.
- (l) The Scheme Operator firewall also performs source Nating so that only agreed addresses are sent to Service Provider.
- (m) The firewall in the Service Provider network will have 2 IPSEC tunnels, one active and the other one in shutdown state.
- (n) BGP routes will be imported in the Scheme Operator OSPF with different weight depending on site.

#### **Failure scenarios**

- (a) Internet failure on Scheme Operator site 1
  - (i) In case of Internet failure on Scheme operator site 1, IPSEC tunnel 1 and GRE tunnel 1 gets shutdown.
  - (ii) BGP Session with ROAI01 (Scheme Operator BGP router on site 1) becomes down, all routes announced by ROAI01 are down.
  - (iii) Routes announced by ROAI02 are still up, and become the first available route for traffic.
  - (iv) Traffic gets routed through GRE2, and service remains available.
  - (v) Switch over time is based on GRE supervision TimeOut, and BGP session TimeOut and BFD.
- (b) Global failure of site 1
  - (i) Network operations are identical to the previous failure.
  - (ii) The Scheme Operator servers admin must then activate servers and server network vip on site 2.

The enclosed form contains all operational parameters used for setup.

### 2.4.1 IPSEC LAYER

IPSec tunnels are setup in order to route GRE peer addresses.

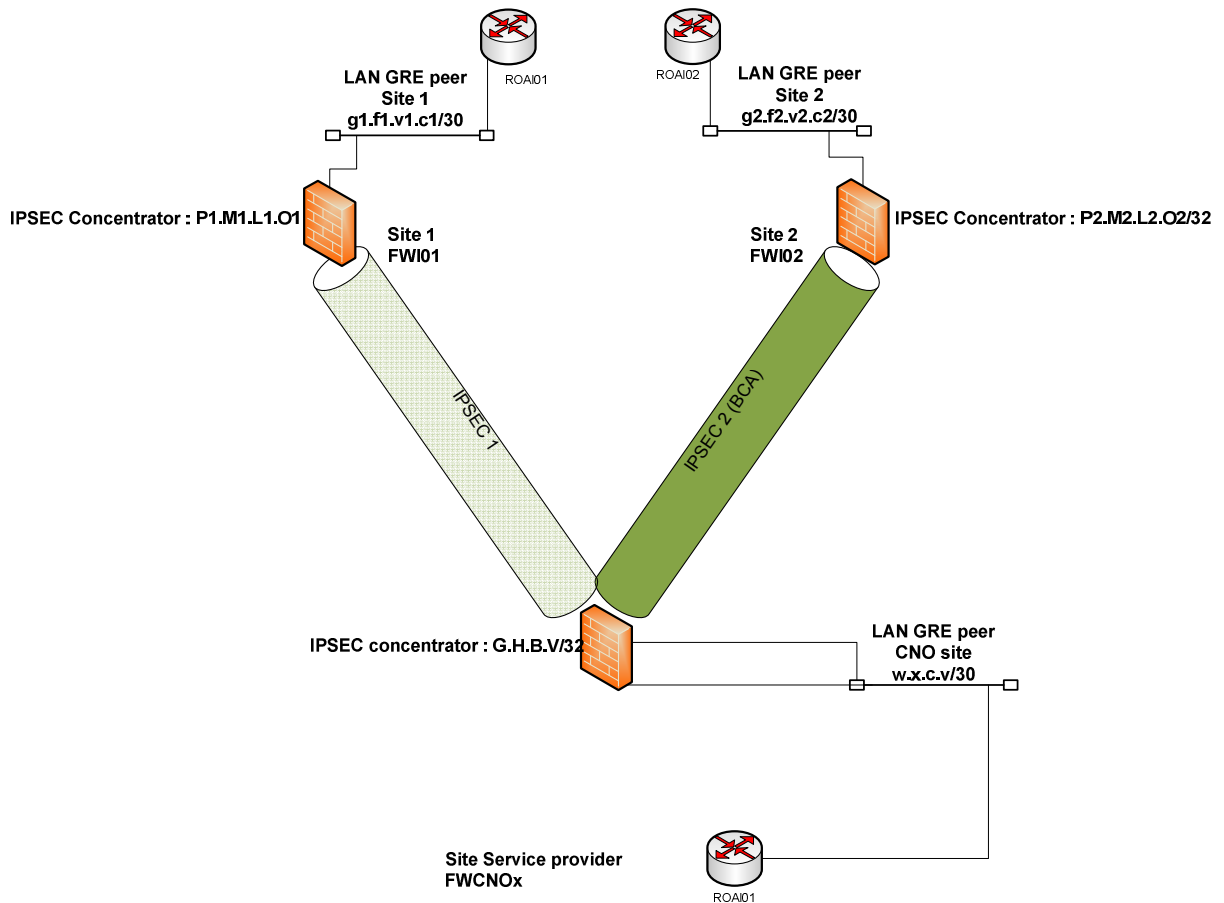


Figure 4: IPSEC layer

### Scheme Operator Side

Scheme Operator Site1	
IPSEC Tunnel 1	
Equipment type	Juniper SRX
LAN LOCAL	g1.f1.v1.c1/30
LAN REMOTE	w.x.c.v/30
Peer Ip Address	G.H.B.V
IKE Parameters	
Authentication Mode:	Preshare key
Authentication Algorithm	SHA
Encryption Algorithm	AES-256
Data Lifetime:	10000
Time lifetime:	86400
IPSEC Parameters	
Algorithm Authentication:	SHA
Algoritihm de Chiffrage:	AES-256
Perfect Forward Secrecy:	YES
Diffie Helman group:	2 (1024bits)

Data Lifetime:	10000
Time Lifetime:	28800

<b>Scheme Operator Site2</b>	
<b>IPSEC Tunnel 2</b>	
Equipment type	Juniper SRX
LAN LOCAL	g2.f2.v2.c2/30
LAN REMOTE	w.x.c.v/30
Peer Ip Address	G.H.B.V
IKE Parameters	
Authentication Mode:	Preshare key
Authentification Algorithm	SHA
Encryption Algorithm	AES-256
Data Lifetime:	10000
Time lifetime:	86400
IPSEC Parameters	
Algorithm Authentication:	SHA
Encryption algorithm:	AES-256
Perfect Forward Secrecy:	YES
Diffie Helman group:	2 (1024bits)
Data Lifetime:	10000
Time Lifetime:	28800

### Service Provider side

<b>Service Provider Tunnel 1</b>	
Equipment type	-
LAN LOCAL	w.x.c.v/30
LAN REMOTE	g1.f1.v1.c1/30
Peer IP Address	P1.M1.L1.O1
IKE Parameters	
Authentication Mode:	Preshare key
Authentification Algorithm	SHA
Encryption Algorithm	AES-256
Data Lifetime:	10000
Time lifetime:	86400
IPSEC Parameters	
Algorithm Authentication:	SHA
Algoritihm de Chiffrage:	AES-256
Perfect Forward Secrecy:	YES
Diffie Helman group:	2 (1024bits)
Data Lifetime:	10000
Time Lifetime:	28800
<b>Service Provider Tunnel 2</b>	
Equipment type	
LAN LOCAL	w.x.c.v/30
LAN REMOTE	g2.f2.v2.c2/30

Peer Ip Address	P2.M2.L2.O2
IKE Parameters	
Authentication Mode:	Preshare key
Authentication Algorithm	SHA
Encryption Algorithm	AES-256
Data Lifetime:	10000
Time lifetime:	86400
IPSEC Parameters	
Algorithm Authentication:	SHA
Encryption algorithm	AES-256
Perfect Forward Secrecy:	YES
Diffie Helman group:	2 (1024bits)
Data Lifetime:	10000
Time Lifetime:	28800

#### 2.4.2 GRE LAYER

- (a) Inside the IPSEC tunnels GRE tunnels are setup between layer 3 routers.
- (b) Purpose of GRE tunnel is to setup dynamic routing protocol (E-BGP) using the GRE interface.

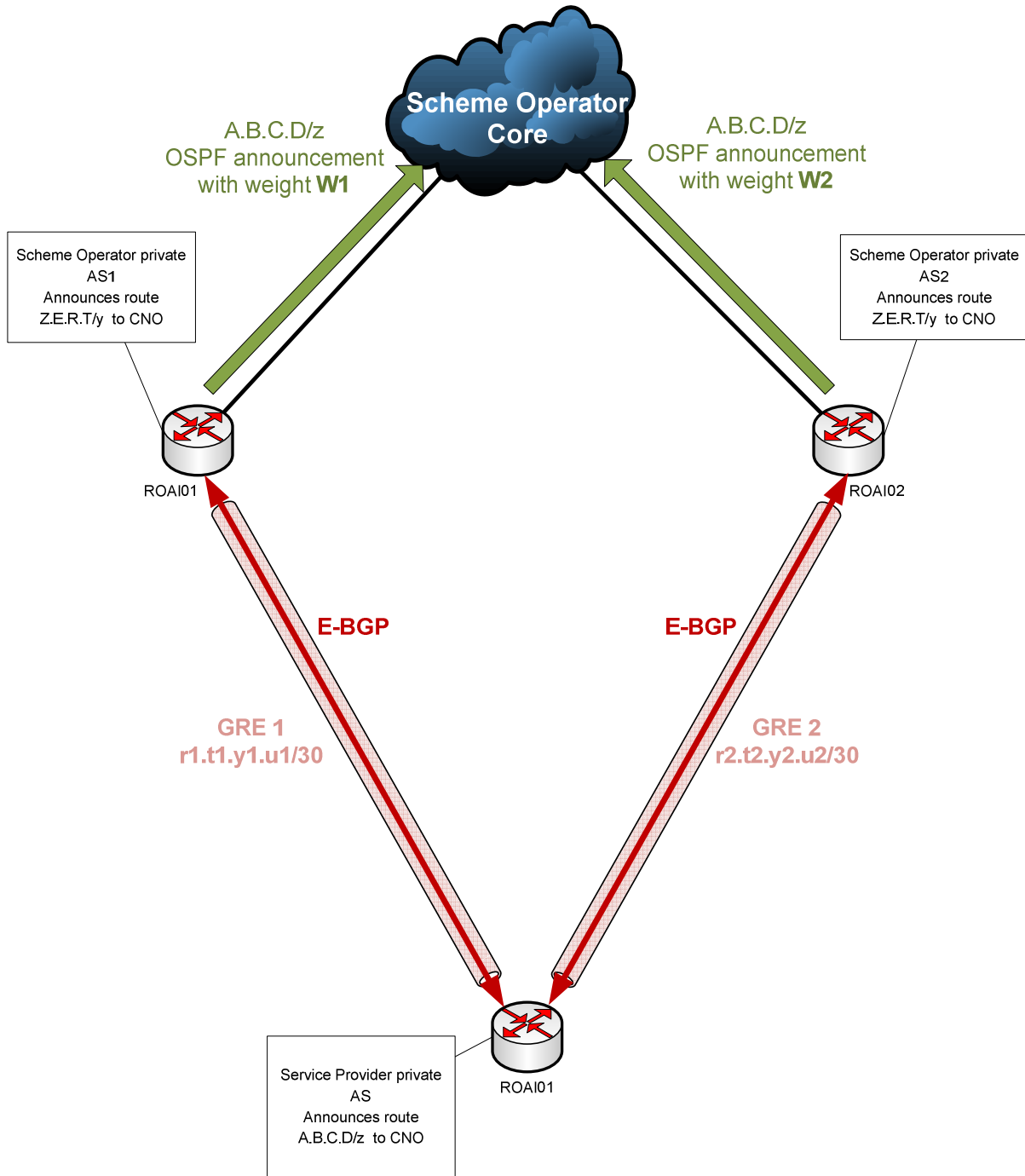


Figure 5: GRE and BGP layers

**Scheme Operator Side**

<b>Scheme Operator Site1</b>	
<b>GRE Tunnel 1</b>	
Equipment type	Cisco
GRE Tunnel SOURCE ADDRESS	g11.f11.v11.c11
GRE Tunnel REMOTE ADDRESS	w1.x1.c1.v1/30
GRE interface local address	r11.t11.y11.u11
GRE interface remote address	r12.t12.y12.u12
<b>BGP parametres</b>	

AS number	
AS local IP	r.11.t11.y11.u11

<b>Bluepointlondon Site2</b>	
<b>GRE Tunnel 2</b>	
Equipment type	Cisco
GRE Tunnel SOURCE ADDRESS	g21.f21.v21.c21
GRE Tunnel REMOTE ADDRESS	w1.x1.c1.v1
GRE interface local address	r21.t21.y21.u21
GRE interface remote address	r22.t22.y22.u22
<b>BGP parameters</b>	
AS number	
AS local IP	r21.t21.y21.u21

### Scheme Operator Side

<b>Operator Site1</b>	
<b>GRE Tunnel 1</b>	
Equipment type	Cisco
GRE Tunnel SOURCE ADDRESS	g11.f11.v11.c11
GRE Tunnel REMOTE ADDRESS	w1.x1.c1.v1/30
GRE interface local address	r11.t11.y11.u11
GRE interface remote address	r12.t12.y12.u12
<b>BGP parametres</b>	
AS number	
AS local IP	r.11.t11.y11.u11

<b>Operator Site2</b>	
<b>GRE Tunnel 2</b>	
Equipment type	Cisco
GRE Tunnel SOURCE ADDRESS	g21.f21.v21.c21
GRE Tunnel REMOTE ADDRESS	w1.x1.c1.v1
GRE interface local address	r21.t21.y21.u21
GRE interface remote address	r22.t22.y22.u22
<b>BGP parameters</b>	
AS number	
AS local IP	r21.t21.y21.u21

**Appendix 2**  
**(Maintenance Specification and Maintenance Service Level Agreement)**

## Appendix 2

### (Maintenance Specification and Maintenance Service Level Agreement)

For clarity, responsibility for complying with the Maintenance Specification and the Maintenance Service Level Agreement set out in this Appendix 2 shall:

- (a) for Scheme Partner's Charge Points, transfer from the Scheme Partner to the Scheme Operator in accordance with paragraph 7.2.5(b) of Appendix 6, where applicable and under and subject to the terms of Appendix 6; and
- (b) for Scheme Operator's Charge Points, be and remain with the Scheme Operator in accordance with paragraph 3.2.2 of Appendix 7.

### Part 1 – Maintenance Specification

#### General

1. This appendix contains the specification of minimum maintenance requirements. It is of the essence that the Scheme Partner shall operate and maintain during the Term of this Agreement an information technology system (hardware and/or software, as applicable), computer equipment and networks (hereinafter the "System Infrastructure") which shall at all times conform to the requirements of the Scheme Operator set out in Appendix 1, Schedule 2 (Technical Specification), and shall meet the Availability percentage defined in section 4.2 of Part 2 of this Appendix 2 (Maintenance Service Level Agreement).

The "**Service Provider**" is the maintenance service provider appointed by the Scheme Partner in relation to its Charge Points from time to time. All obligations set out in this appendix as being expressed as the obligations of the Service Provider are deemed to be the obligations and the primary responsibility of the Scheme Partner. It shall be the duty of the Scheme Partner to ensure that at any time i) the Service Provider is, by agreement with Scheme Partner, bound by obligations commensurate with the obligations undertaken by the Scheme Partner to the Scheme Operator under this Appendix, and ii) the Service Provider shall comply with such obligations.

2. The Service Provider shall, via its System Infrastructure, permit the System Operator to set up and maintain a remote maintenance and reporting centre capable of providing management of the Electric Vehicle Charge Point Infrastructure.



3. The Service Provider shall ensure it has a fault reporting service compatible with the one of the Scheme Operator, available 24 hours a day, 7 days a week, 365 days a year, which is capable of reacting to fault reports received in accordance with the Severity Levels defined below and in accordance with the Service Levels in Part 1 of this Appendix 2.
  4. Any changes to contact numbers or details of the fault reporting service shall be notified to the Scheme Operator 3 weeks prior to the change taking effect.
  5. The Service Provider shall ensure the Electric Vehicle Charge Point Infrastructure and any associated components are maintained to the standard necessary to meet the Service Levels specified in Part 2 of this Appendix 2.
  6. The Service Provider shall perform all inspection required by applicable laws, and in particular the annual inspection and statutory BS7671 electrical safety check, ensuring the Charging Point remains safe to use. It shall provide the certificates related to such inspections to Scheme Operator within 2 weeks following such inspection.
  7. The Service Provider shall ensure all maintenance and repair work is conducted in accordance with health and safety legislation and with all due regard for the safety of Service Provider personnel and third parties, including customers of the Pan London Scheme and members of the public.
  8. The Scheme Operator shall allocate a Severity Level to all maintenance incidents reported, as follows:

Severity 1	potentially unsafe installation or customer is unable to release their cable from the charge point
Severity 2	charge point not operational, i-e not available as defined in section 2 of Part 2 of this Appendix 2.
Severity 3	charge point operational but charge point requires cleaning or some other non-critical defect rectification
- If it is not possible to ascertain the nature of the fault from the initial report, severity 2 shall be assigned until the fault has been further investigated.
9. The Service Provider shall inspect, repair, or take other appropriate action on any element of the Charging Infrastructure that has been reported by a customer, a member of Service Provider personnel or through the Service Provider's or Scheme Operator's own automatic fault notification ("Fault Report"), in accordance with the

Severity Level of the incident and the Service Levels set out in Part 2 of this Appendix 2.

10. For the avoidance of doubt, the Charge Point infrastructure shall include any supply termination equipment such as feeder pillars and any intermediate data communication, processing systems and central communication systems that are relied on to provide the technical requirements of the Scheme.
11. In the event of third party power failure the Service Provider shall, where possible, liaise with the relevant Distributed Network Operator to ensure timely rectification of the supply fault.
12. The Service Provider shall maintain and provide to the Scheme Operator detailed reports (hereinafter the Performance Reports), in an electronic format, of all maintenance, inspections and repair activity, to assist the Scheme Operator in its function as maintenance integrator, including:
  - 12.1 the date and time, nature of and severity level of all faults reported;
  - 12.2 the name and identification number of the Service Provider Personnel carrying out the repair or inspection;
  - 12.3 the relevant unique identifier of each item under inspection or being maintained;
  - 12.4 details of the identified fault or damage;
  - 12.5 the date and time and nature of all repairs;
  - 12.6 details of what work was performed to repair the fault or damage, including details of any replacement parts or components;
  - 12.7 time taken to complete repairs/remedy fault;
  - 12.8 if service levels are not met, the detailed reasons and proposed action plan to remedy to this failure;
  - 12.9 the maintenance operations which are scheduled for the next Period;
  - 12.10 the maintenance operations scheduled and performed during the Period subject to the Performance Report;
  - 12.11 downtime of the Charge Points due to scheduled maintenance operations performed during the 4 months preceding the date of the Performance Report;
  - 12.12 the amount of the Service Credits due for the Period.

13. The Service Provider shall provide the data referred to in item 12 above and Usage Data including the number of Scheme Users using the Charge Point, the duration of the charge for each Scheme User (using the Scheme User's badge number to identify them) and the start and end time of each charge on a weekly basis or as requested by the Scheme Operator. The Scheme Operator may at any time request the Performance Report to be provided according to a model defined by the Scheme Operator.
14. The Service Provider shall additionally provide maintenance information to the Scheme Operator in accordance with any requirements set out in Appendix 1 (Technical Specification).
15. The Service Provider shall ensure all painted or treated surfaces of the public Charge Point infrastructure are maintained, repainted or treatments are re-applied as required to retain the original finish and quality.
16. The Service Provider shall ensure any graffiti, fly postings or other defacement of equipment is removed in accordance with a Severity 3 Incident or more quickly in the event of this being requested by the Scheme Operator, for example, if the graffiti is particularly offensive or reflects very negatively on the Scheme at which time it may be upgraded to a Severity 2 Incident.
17. Any changes to this appendix will be notified to all registered Scheme Partners.
18. The Scheme Operator shall provide the Scheme Partner with the updated list of its Charge Points which are subject to the Maintenance Services through the website, microsite or alternative medium referred to in condition 2.1.2 of Schedule 2 (hereinafter the Installed Base). The updated Installed Base will reflect the increase and decrease, made in accordance with the Partnership Agreement, of the number of Charge Points subject to this Agreement. The Scheme Partner shall promptly provide the Service Provider with such updated Installed Base. Invoicing of the Maintenance Fee shall be based upon the Installed Base, as follows: any addition or deletion of Charge Point made on or before the 15th of the month M shall be considered, for invoicing purposes, as made on the 1st of such month M, and the related maintenance fee shall be invoiced or not invoiced for and as from the entire month M. Reciprocally, any addition or deletion made after the 15th of month M shall be considered as made on the 1st of the next month (i-e month M+1)

### **Part 2 – Maintenance Service Level Agreement**

This appendix sets out the service levels required for operation and maintenance of Charge Point infrastructure and the processes to support the monitoring of those service levels.

### 1. **Service Level Monitoring**

- 1.1 The Service Provider shall provide, every Friday a weekly Performance Report (as set out in Part 1, Appendix 2 (Maintenance Specification)) covering the preceding 7 days period (Friday to Thursday inclusively) (hereinafter the Period). The Service Operator shall be entitled to extend or reduce the Period at its discretion by written notice.
- 1.2 In addition to providing a weekly maintenance report, the Service Provider shall measure and provide such data as is reasonably required by the Scheme Operator for the purposes of monitoring the Service Provider's performance in meeting the Service Levels below.
- 1.3 The Service Provider shall be responsible for ensuring that all Performance Reports are accurately prepared, using up to date and accurate Data.

### 2. **Charge Point Availability**

- 2.1 A Charge Point is available if it is providing a Charge Point status of charging or available to the Scheme's central IT System (if applicable) and the Charge Point is able to:
  - 2.1.1 authorise smart cards of Scheme Users;
  - 2.1.2 grant access to a Scheme User to the socket;
  - 2.1.3 energise the socket for an authorised Scheme User;
  - 2.1.4 disconnect the power once the maximum stay has been exceeded (as defined by the Scheme Operator) or when the vehicle has been fully charged, whichever is the earlier;
  - 2.1.5 clearly display the correct status of the Charge Point so that it can be viewed from a distance of 15 metres.

### 3. **Timeliness of Charge Point Attention Checking / Repair / Replacement**

- 3.1 When a Charge Point is flagged as requiring repair or attention, the defect shall be rectified and the Charge Point repaired in accordance with the initial severity level as defined in Part 1, Appendix 2 (Maintenance Specification), as follows:

Severity 1      2 hours

Severity 2 48 hours

Severity 3 10 days.

Compliance with the above service levels is of the essence of this Agreement. Days mean calendar days, each day counting 24 hours.

- 3.2 If on investigating the incident, the initial severity level assessment is found to be incorrect, the severity level should be revised and the incident resolved within the timescales set out above for that new severity level (or if the severity level is revised upwards to severity 1 it should be resolved immediately).
- 3.3 A Charge Point is deemed to be flagged as requiring repair when the earlier of the following events occur:
- 3.3.1 notification of the Charge Point requiring repair or attention to the Service Provider; or
  - 3.3.2 a Charge Point is automatically identified as having a fault or being out of service when the Charge Point displays a fault status; or
  - 3.3.3 an alarm is generated by any element of the Charge Point infrastructure.
  - 3.3.4 a Fault Report is received by the Service Provider.
- 3.4 A Charge Point is deemed repaired only when a suitably qualified engineer has inspected and signed that it is safe and functioning correctly and when the Charge Point displays a 'ready' status.

#### **4. Interface Availability**

- 4.1 The Interface (as defined in Appendix 1 (Technical Specification)) is available if messages and Requests from and to any Charge Point, as defined in the Technical Specification, are successfully transmitted by and to the Scheme Operator at any time in accordance with, and if required by, this Appendix, and if the status of all Charging Points can be seen by the Scheme Operator at any time.
- 4.2 The Service Provider shall ensure that the availability of the Interface shall be greater than 99.5% per month. The following rounding rules shall apply: as an example, if the Availability is 96.5% at least, then it shall be rounded to 97%, if it is 96.4 or less then it shall be rounded to 96%.
- 4.3 Each monthly period will be taken to be from 1st day of the month to the 30th day of the month (the Period).

- 4.4 Availability is measured twenty four (24) hours a day, seven (7) days a week excluding periods of scheduled maintenance, provided such scheduled maintenance operations were mentioned in the Performance Report, according to section 12.10 above.
- 4.5 Interface Availability for the purposes of the Service Level measurement will be calculated by dividing the sum of the time in minutes that the Interface was available over the day by the sum of the maximum time in minutes that the Interface could be available over the day, expressed as a percentage.
- 4.6 In the event of failure of the communication link to the Scheme Operator's central IT System, where this is outside the control of the Service Provider, the Charge Point will be deemed available for the period of the failure if: (i) it was available immediately prior to and following the failure; (ii) it can be shown from its log to have been able to gather Data for that period; and (iii) it provides buffered Records to the Scheme Operator's central IT System when communications are resumed. In all other cases the site will be deemed unavailable for the period of failure

### **5. Service Credits**

- 5.1 The Scheme Partner's Maintenance Contract with each of its Service Providers shall contain such service credits as the Scheme Partner deems appropriate in order to incentivise the Service Provider to perform its obligations and meet the service levels in this Appendix 2 under such Maintenance Contract.

**Appendix 3**  
**(Scheme Operator's Brand)**

## Appendix 3

## (Scheme Operator's Brand)

1. The Scheme Operator's brand is set out as follows:
  - 1.1 the United Kingdom trade mark registration 2564074 for the series of 3 marks:



in Classes 9, 12, 36, 37 and 39;

- 1.2 the United Kingdom trade mark registration 2564073 for the series of 3 marks



in Classes 9, 12, 36, 37 and 39;

- 1.3 United Kingdom trade mark registration 2536550 for E-SOURCE in Classes 9, 12, 36, 37 and 39;
- 1.4 United Kingdom trade mark registration 2536549 for SOURCE in Classes 9, 12, 36, 37 and 39;
- 1.5 United Kingdom trade mark registration 2055194B for

*Source*

in Class 9; and



- 1.6 any unregistered rights in and to such trade marks, or any other brands or logos as may be notified by the Scheme Operator to the Scheme Partner in writing in relation to the Scheme from time to time.

**Appendix 4**  
**(Branding Guidelines)**

Appendix 4  
(Branding Guidelines)

Branding Guidelines

1. Part 1: Branding Guidelines



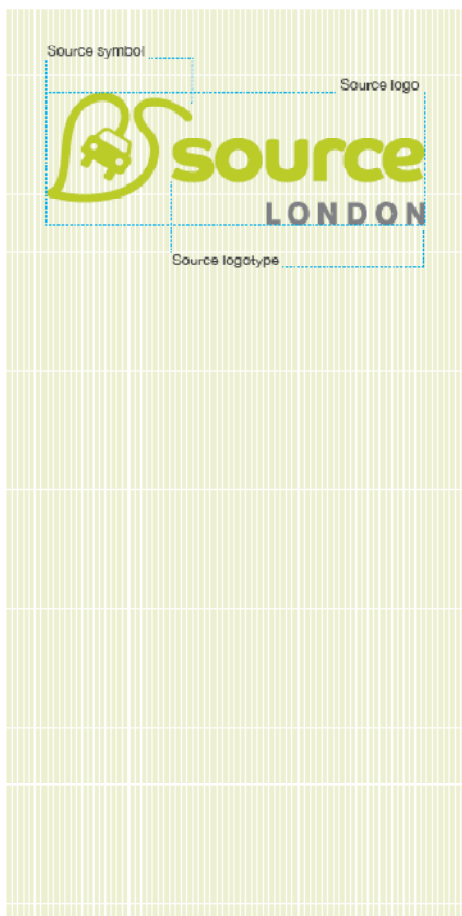
## Logo

The Source logo combines the two most important visual elements of the brand, the **Source symbol** and the **Source logotype**.

The Source logo elements should not be separated, although the Source symbol may be used as a graphic element to represent the brand if it is appropriate and only if it is supported by the Source logo.

The Source logotype should NEVER be used independently from the Source symbol.

Position, size, colour or proportional relationships of the Source logo elements should not be altered.



### Clear Space

This refers to the area around the logo to ensure legibility. The space is defined relatively to the width and height of the logo.

A clear space equal to **X** must be used above and below, where **X** is 50 per cent of the logo's height.

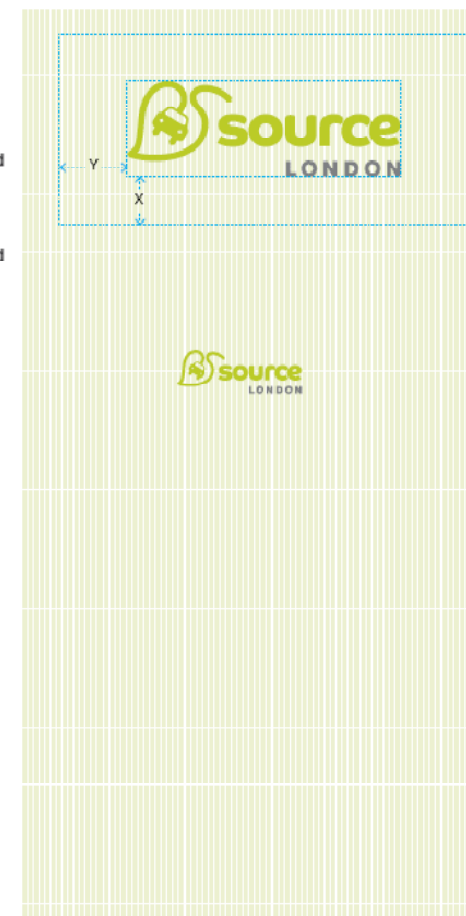
A clear space equal to **Y** must be used to the left and right, where **Y** is 25 per cent of the logo's width.

### Minimum Size

This refers to the smallest size at which the logo may be reproduced to ensure its legibility.

The minimum size the logo may be used in print is 30 x 10.5mm.

The minimum size the logo may be used in digital media is 170 x 60px.



## Pictogram

The Source pictogram can be used when the logo would be too small to be legible.

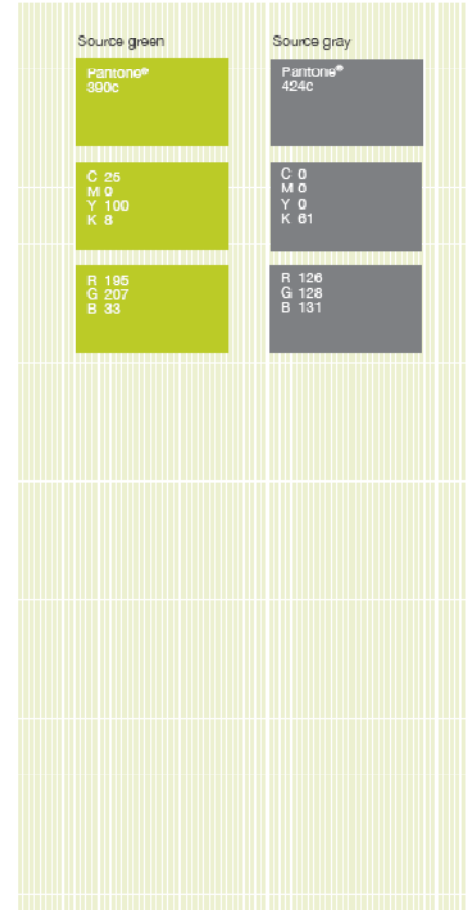
Its primary use is for mobile media applications.



## Colour

These colours have been specifically chosen to represent the brand and should not be altered.

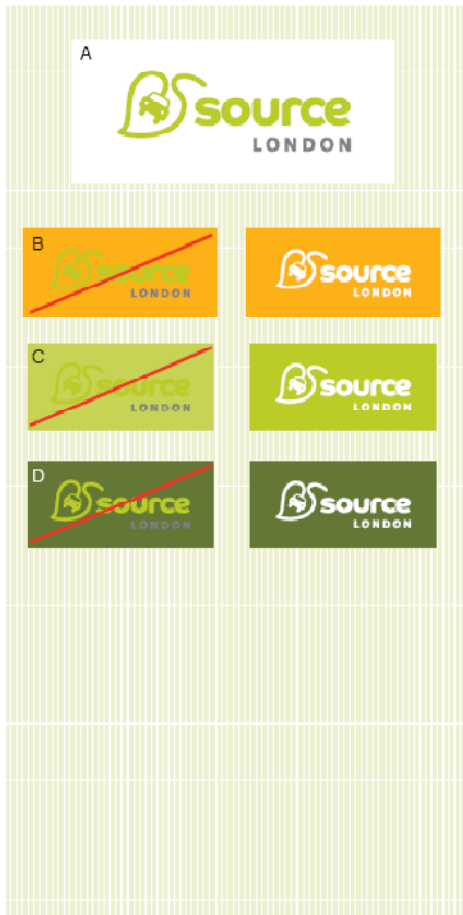
They provide a key visual link to the brand and its values.



## Background

In normal circumstances, where the brand logo appears on a white or light coloured background (A) the standard colour logo should be used. The exception to this is when the light coloured background clashes with the colour of the logo (B), where the white logo should be used.

If the logo appears on a solid background of the same colour (C) the white version of the logo should be used. This also applies if the background is a very dark colour (D).



## Black and white

There is a black version of the logo available which is only for use in material printed in black and white (A).

The white version of the logo may be use on dark backgrounds (B).





## Application

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Colour swatches	21

## Stationery

Stationery guidelines for the service provider operating the scheme.

There is also an option for reverse printing the stationery elements, if required.



Letterhead



Optional reverse



Compliment slip



Optional reverse



Business Card





## Charge points

Charging points are very important to **Source London** because they are the main interaction point between the customer and the brand. They must be easily recognisable on the street and clearly branded so the customer can use them with confidence.

Where possible, all charging points should be branded as our preferred **Primary Option**. In some circumstances where this is not possible, they must be branded as clearly as possible as illustrated in the **Secondary Option**.



**Please note:**

- Charge point images are for illustrative purposes only. Other types of charging points are available
- Scheme Partners are reminded of their responsibility for getting any consents (planning, advertising, or otherwise) which may be required in respect of the charge points, including for anything displayed on them

## Charge points – co-branding

In some instances the charging points may require an additional logo or branding. This should be included, at an appropriate size, beneath the **Source London**.

Only one additional logo should be displayed on a **Source London** charging point.

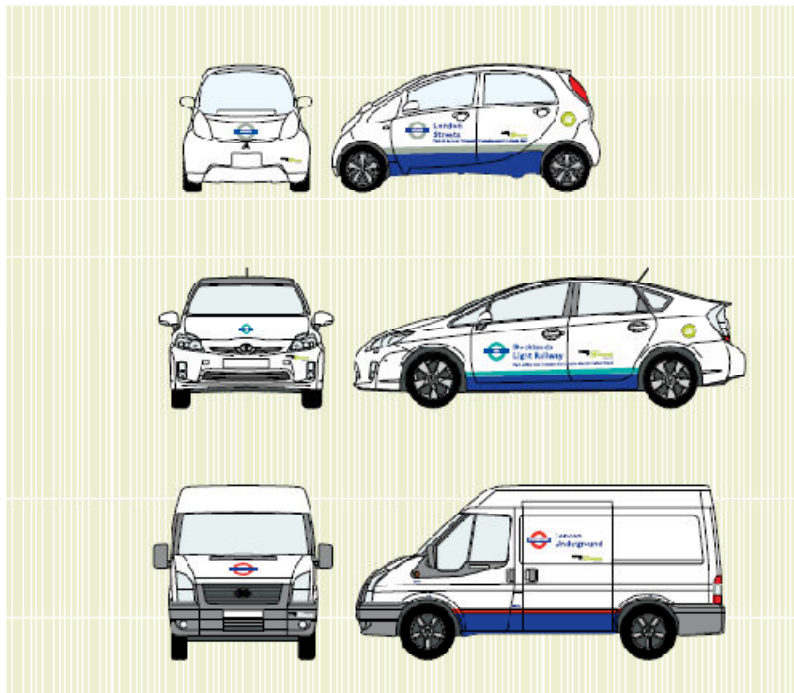


**Please note:**

- Charge point images are for illustrative purposes only. Other types of charging points are available
- Scheme Partners are reminded of their responsibility for getting any consents (planning, advertising, or otherwise) which may be required in respect of the charge points, including for anything displayed on them

## Vehicles – co-branding

When applying Source London branding to existing electric fleet vehicle, the two examples of text and logo (shown right) should be used.



## Powerpoint

A set of templates for presentation material is available to maintain consistency across the brand.



## Email template

When communicating to customers via email the following template should be used.



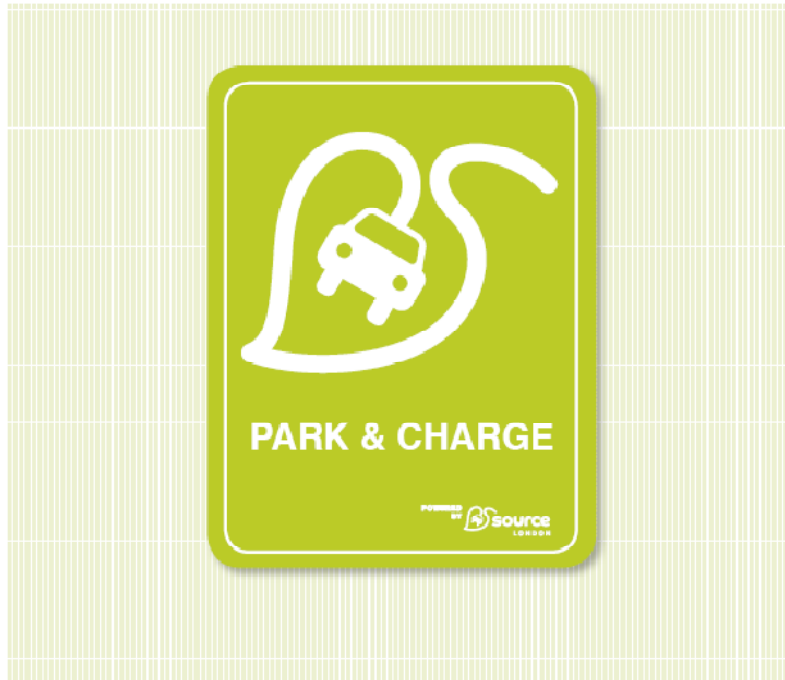
## Source card

The Source London Membership card is the key to accessing London's electric vehicle charging points.



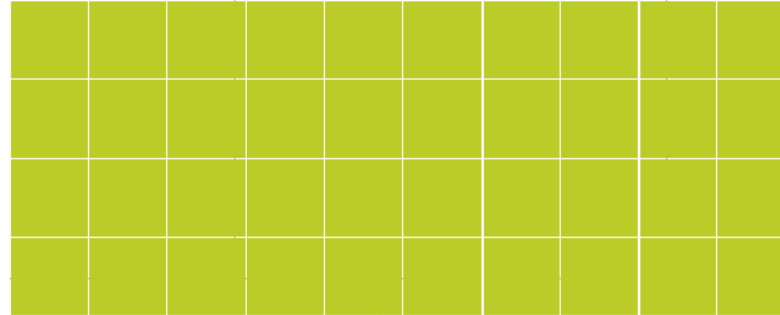
## Parking sign

Where Source London charging points are available in car parking bays on private land, the following sign should be displayed.

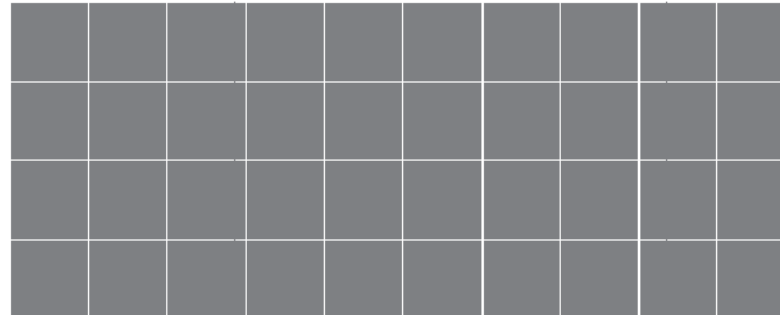


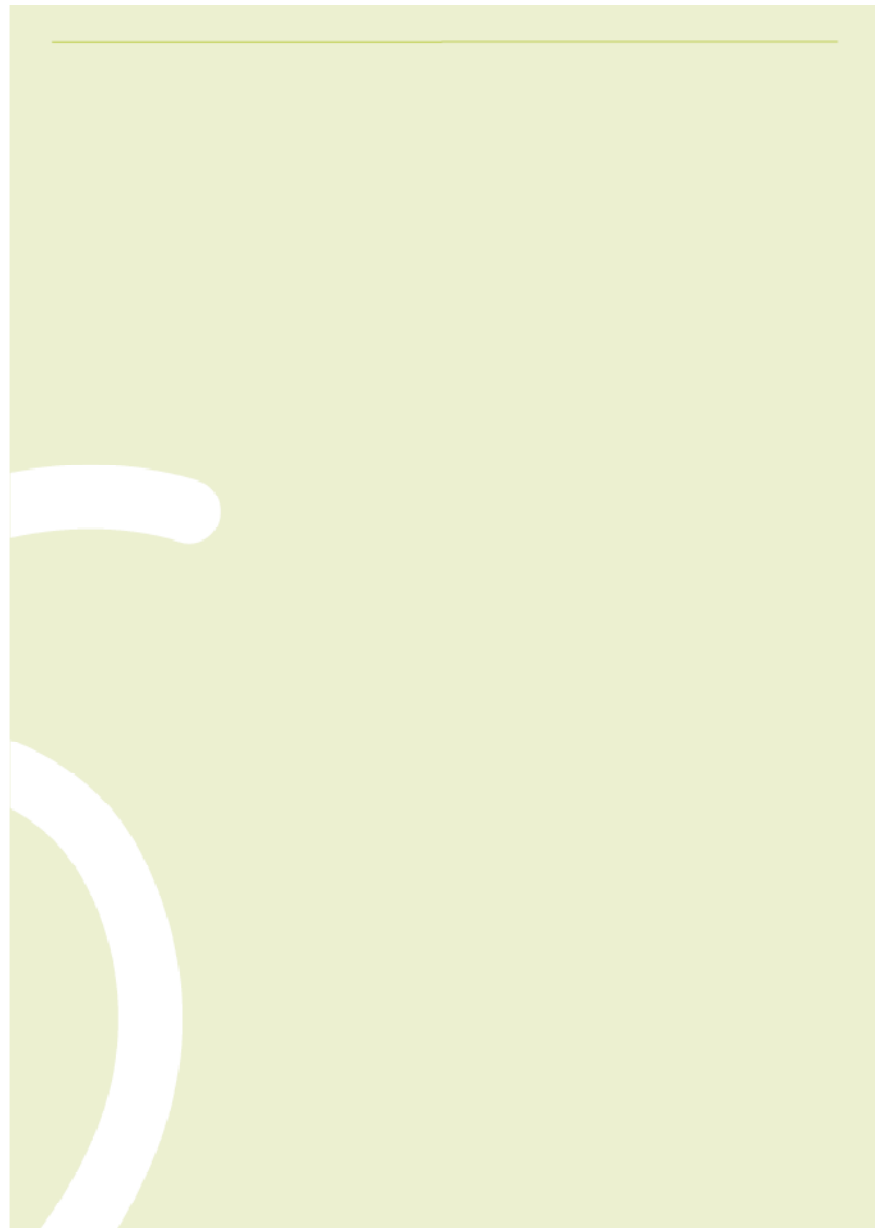
## Colour swatches

Source London Green – Pantone® 390c



Source London Grey – Pantone® 424c







**2. Part 2: Use of Intellectual Property**

For the avoidance of doubt, nothing in the Agreement permits a Scheme Partner to use the brand or Intellectual Property Rights of the Scheme Operator or another Scheme Partner without prior written consent.

**Appendix 5**  
**(Application Form and Process)**



## Appendix 5

### (Application Form and Process)

This appendix sets out the process for signatories of the Pan London Scheme Partnership Agreement to have individual charge points formally accepted into the scheme in accordance with Condition 3 of Schedule 2.

The application is a three stage process.

#### **1. Request for interim asset number**

A Scheme Partner indicates their desire to include one or more charge points in the Scheme by contacting the Scheme Operator. The Scheme operator provides an interim Charge Point Asset Number for use during the application process and which on acceptance into the scheme will form the permanent Asset Number for the Charge Point. This will also allow the Scheme Partner to arrange for the Asset Number to be added to the Charge Point customer information panel and interface systems during the manufacture and commissioning process if this is required, in advance of formal scheme acceptance. The Asset Number will also be used throughout any Acceptance Testing of the interface between Charge Points and Scheme Operator's system.

#### **2. Formal application**

Once the Scheme Partner is satisfied that all conditions for inclusion within the Scheme have been met, a Scheme Partner formally requests that their Charge Point(s) be accepted into the Scheme by completing and returning the application form and two signed copies of the declaration attached herewith, to the Scheme Operator along with any supporting documentation requested below.

#### **3. Formal acceptance**

The Scheme Operator reviews the application, carries out any systems integration testing and if required a site user test. On acceptance, the Scheme Operator returns one copy of the declaration countersigned to indicate formal acceptance.

**Notes for Scheme Partners (which also form part of the terms of this agreement)**

4. Scheme Partners should ensure that the Charge Point meets all minimum requirements as set out in the Pan London Scheme Partnership Agreement before submitting the application.
5. Partners should also be satisfied that the Charge Point(s) is fully operational, has passed any User Acceptance Testing procedures between the Scheme Partner and their supplier and that installation stages are complete and any warranty periods have commenced.
6. The Scheme Partner shall ensure that all supplementary information requested in the application form is supplied at the time of the application, where possible, and if not possible an indication given for when this could be supplied.
7. The Scheme Partner shall assist the Scheme Operator in carrying out any systems integration testing or site user testing required to satisfy the Scheme Operator that the Charge Point meets the minimum requirements for inclusion in the Scheme.
8. Until such time as the Scheme Partner receives a countersigned acceptance declaration relating to a specific Charge Point, that Charge Point (including all branding) should be covered so as not to appear to Scheme Users to be operational.
9. Following acceptance, Scheme Partners should immediately begin to make their Charge Point available to Scheme Users and can take advantage of the maintenance and data management benefits of the Scheme.
10. For the avoidance of doubt, claims to the Scheme Operator for any costs allowed under this Agreement in connection with a Charge Point pertaining to this application will only be considered where they relate to a period after the acceptance date indicated on the countersigned declaration below.
11. On receipt of a request for an interim asset number, the Scheme Operator shall provide the asset number within 15 working days.
12. On receipt of an application for formal acceptance into the Scheme, the Scheme Operator shall acknowledge the application within 15 working days and will endeavour to process the application as quickly as possible. Where further information is required or specific testing of the Charge Point will be arranged, the Scheme Partner will endeavour to provide the information or accommodate the testing at a mutually agreed time.
13. Any changes to this application process will be notified to all registered Scheme Partners.



### Application to Include a Charge Point in the Pan London Scheme

*Please complete this form as fully as possible and refer to the attached notes accompanying the form. Ensure that all supporting documentation, where requested, is supplied with your application and that the application is signed by a member of your organisation with the level of authority to commit the organisation to the requirements set out in the overarching Pan London Scheme Partnership Agreement dated [xxxxxx]:*

I hereby request that the Charge Point(s) detailed in the attached application form and summarised in the table below are accepted as charge point(s) within the Pan London Scheme. I confirm that the Charge Point(s) meet the minimum requirements as set out in the Pan London Scheme Partnership Agreement and that, should the Charge Point(s) be accepted, I will ensure the Charge Point(s) continue to meet those minimum requirements until such time as the Charge Point(s) are withdrawn from the scheme in accordance with the terms of the Agreement.

Signed

For and on behalf of

Date

*For Scheme Operator Use Only:*

The charge point(s) with asset reference numbers indicated in column 1 and countersigned by the Scheme operator in column 2 of the table below have been accepted into the Pan London Scheme effective from the date indicated in column 3 of that table:

<b>1</b>	<b>2</b>	<b>3</b>
<b>Charge point asset reference number</b>	<b>Acceptance countersignature</b>	<b>Effective date of inclusion within Pan London Scheme</b>

**PART 1 - APPLICANT DETAILS**

Scheme Partner Organisation
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	<i>Optional, but providing two contacts will assist in expediting queries</i>
<b>Contact 1</b>	<b>Contact 2</b>
Name <i>(this is the nominated representative referred to in clause 10.3 of Schedule 2 to the Agreement)</i>	Name
Address <i>(this is the address referred to in Clause 18.1 of Schedule 2 to the Agreement)</i>	Address <i>(if different)</i>
Phone number	Phone number
Email	Email

Service Provider *(if more than one service provider please use a separate application form for each)*

Name
Address
Fault reporting number <i>(give details of your maintenance provider's 24 hour fault reporting line)</i>
Fault reporting email

Additional Information <i>(Please supply any additional information you feel will help support this application)</i>

**PART 2 - CHARGE POINT DETAILS**

## Location

Charge Point Asset Number <i>Please indicate the Charge Point Asset Number supplied by the Scheme Operator.</i>	Short location description ( <i>max 40 characters</i> )
Detailed location description	
Co-ordinates of Charge Point ( <i>British National Grid System</i> ) <i>If not known, please supply a marked up plan showing the precise location of the charge point.</i>	
Easting	Northing
Parking controls <i>if applicable</i>	Parking charges <i>if applicable</i>
Hours publicly accessible	

## About the Charge Point

Make and Model of Charge Point Infrastructure
Type of Charge Point <input type="checkbox"/> Standard <input type="checkbox"/> Faster <input type="checkbox"/> Rapid
Number of socket outlets that can be used concurrently:
Available socket types <input type="checkbox"/> BS1363 13A                      Other ( <i>please specify</i> )
Date of Installation
Warranty period
Warranty details ( <i>please supply details of significant inclusions / exceptions and include a copy of the warranty document if possible</i> )

Additional information
------------------------

*[Please add additional copies of this sheet to cover more charge points on a single application if required]*

**Appendix 6**  
**(Maintenance Responsibilities)**

## Appendix 6

### (Maintenance Responsibilities)

Prior to the Effective Variation Date, the Scheme Partner was fully responsible for the maintenance of all its Charge Point. Following the Effective Variation Date (or, for any Scheme Partners newly joining the Scheme following the appointment of BluePointLondon Limited to operate the Scheme, from the effective date of the Deed of Adherence pursuant to which that Scheme Partner has joined the Scheme), the Scheme Partner has a number of options relating to maintenance, which are described below.

It is open to the Scheme Partner, by adopting certain of the maintenance scenarios described below (and complying with the relevant terms and conditions), to transfer responsibility for maintenance of Scheme Partner's Charge Points to the Scheme Operator.

Where the Scheme Partner has an existing Maintenance Contract in relation to a Scheme Partner's Charge Point, and the Scheme Partner has not transferred Direct Maintenance Responsibility of that Scheme Partner's Charge Point to the Scheme Operator, then the Scheme Operator will reimburse the Scheme Partner for the actual Maintenance Costs and/or Data Management Costs that the Scheme Partner incurs in relation to the relevant Charge Point, but subject to the Costs Cap and to the circumstances set out in paragraph 6 of this Appendix 6.

For clarity, for any Scheme Operator's Charge Points that are installed pursuant to Appendix 7, the Scheme Operator will be solely responsible for maintenance of and data management for such Scheme Operator Charge Point at its own cost.

#### 1. **Maintenance Scenario A: Scheme Partner does not have any existing Maintenance Contracts in place for its Charge Points.**

1.1 If the Scheme Partner does not have any existing Maintenance Contract in place with any maintenance service provider in respect of an existing Scheme Partner's Charge Point or a new Scheme Partner's Charge Point which is accepted into the Scheme:

1.1.1 it shall issue a letter of authority to the Scheme Operator in respect of such Charge Point in the form set out in Annex 6A to this Appendix 6 within 10 Business Days of the Effective Variation Date (or of the date of acceptance of such Charge Point into the Scheme, as applicable), confirming that it has no such contracts in place, and requesting the Scheme Operator to assume responsibility for maintenance of the relevant Charge Point; and



- 1.1.2 the Scheme Operator shall be responsible for maintenance of such Charge Point in a manner which meets the Maintenance Specification at its own cost for the remaining duration that such Charge Point is included in the Scheme from the date upon which it counter-signs such notice to indicate its acceptance.
- 1.2 For clarity, in this scenario where the Scheme Partner did not have any existing Maintenance Contract in place relating to a Charge Point, it shall not be entitled to reimbursement of any Maintenance Costs and/or Data Management Costs for that Charge Point.
2. **Maintenance Scenario B: Scheme Partner has existing Maintenance Contracts in place for its Charge Points.**
- 2.1 If the Scheme Partner has any existing Maintenance Contracts in place in relation to its Charge Points, the Scheme Partner shall use its reasonable endeavours to novate such existing Maintenance Contracts in respect of existing or new Charge Points from the Scheme Partner to the Scheme Operator with effect as soon as possible on or from the Effective Variation Date (or as soon as possible on or from the date of acceptance of the Charge Point into the Scheme, as applicable) and the Scheme Operator shall accept such novation (such novation to be substantially in a form to be agreed by the Parties, including any varied terms that might be agreed between the Scheme Operator and the relevant maintenance service provider). Paragraph 5 of this Appendix 6 also applies to any existing Maintenance Contracts that the Scheme Partner has in relation to its Charge Points.
3. **Maintenance Scenario C**
- Either:**
- (a) **the Scheme Partner does not have an existing Maintenance Contract in place, but has not issued the letter of authority to the Scheme Operator as described in Maintenance Scenario A above; or**
- (b) **the Scheme Partner has existing Maintenance Contracts in place in relation to its Charge Points, but these contracts are not novated to the Scheme Operator.**
- 3.1 If the Scheme Partner has any existing Maintenance Contracts in place in relation to its Charge Points and either:

- 3.1.1 the maintenance service provider does not agree to novate the existing Maintenance Contract in respect of a Charge Point to the Scheme Operator (in place of the Scheme Partner) in the form to be agreed by the Parties; or
- 3.1.2 the existing Maintenance Contract is not so novated to the Scheme Operator for any reason within 10 Business Days from the Effective Variation Date (or from the date of acceptance the Charge Point into the Scheme, as applicable); or
- 3.1.3 (where there is no Maintenance Contract in place for a Charge Point), the procedure under which the Scheme Operator is to assume responsibility for maintenance of the Charge Point pursuant to paragraph 1.1 of this Appendix 6 has not been completed)

then the Scheme Partner will comply with paragraphs 4.1 and 5.1 (if applicable) of this Appendix 6 below.

**4. Appointment of Scheme Operator as Scheme Partner's agent to order maintenance services**

- 4.1 Within 10 Business Days from the Effective Variation Date (or from the date of acceptance of the Charge Point into the Scheme, as applicable) the Scheme Partner shall:
  - 4.1.1 authorise the Scheme Operator (such authority to last for the period until commencement of Direct Maintenance Responsibility by the Scheme Operator pursuant to paragraph 6.3, Appendix 6 as applicable) to act as the Scheme Partner's agent to order from the relevant service provider (or, where there is no relevant service provider for the Charge Point, to order from any service provider of the Scheme Operator's choice) routine maintenance, servicing, repairs and spare parts for the relevant Charge Point up to the Costs Cap per Charge Point per year; and
  - 4.1.2 issue a letter of authority in the form set out in Annex 7B accordingly;
  - 4.1.3 instruct any relevant maintenance service provider to accept such orders from the Scheme Operator (as the Scheme Partner's agent) and to invoice the Scheme Partner in respect of all such orders, and shall pay such amounts properly incurred by the Scheme Operator directly to the relevant service provider;

- 4.1.4 provide written consent for the Scheme Operator to make a warranty claim to the manufacturer of the Scheme Partner's Charge Point on behalf of the Scheme Partner (if permitted under the terms of the manufacturer's warranty) and instruct the manufacturer (or its representative, as applicable) to accept such claims from the Scheme Operator (as the Scheme Partner's agent).

and the Scheme Operator shall notify the Scheme Partner of all such orders for maintenance services and/or warranty claims placed by it. For clarity, the Scheme Operator is only authorised to act as the Scheme Partner's agent within the scope of the authority granted to it by the Scheme Partner under the letter of authority issued by the Scheme Partner; and there is no general or implied right or duty of whatever nature on the Scheme Operator to act as the Scheme Partner's agent, except to the extent that such authority has explicitly been granted by the Scheme Partner.

## **5. Handling of existing Maintenance Contracts between Scheme Partner and existing maintenance providers**

- 5.1 In the scenario where the Scheme Partner has any existing Maintenance Contracts in respect of the relevant Charge Point in place, to the extent permitted under and acting in accordance with the terms of such relevant Maintenance Contracts, the Scheme Partner shall:
- 5.1.1 terminate any existing Maintenance Contract in relation to Scheme Partners Charge Points by giving notice to the service provider or allowing such relevant Maintenance Contract to expire by no later than 30 June 2015 (or any other period agreed with the Scheme Operator in advance) **provided that Scheme Partner is only required to terminate any such existing Maintenance Contract or let it expire in accordance with the provisions of such existing Maintenance Contract;** and
- 5.1.2 in any event, not renew any existing Maintenance Contract beyond the committed term as at the Effective Variation Date (or as at the date of acceptance of the Charge Point into the Scheme, as applicable); and
- 5.1.3 at the request of the Scheme Operator (in respect of any actions required in excess of routine maintenance described in paragraph 4.1.1 above) enforce the terms of the Maintenance Contract or otherwise assume direct responsibility for ensuring that the Charge Point is maintained in accordance with the requirements of the Agreement, acting in consultation with the Scheme Operator.

## 6. Scheme Operator's obligation to pay Maintenance Costs and/or Data Management Costs

6.1 Subject to the Scheme Partner's compliance with paragraphs 4.1 and 5.1 above and ONLY in the scenario where the Scheme Partner has an existing Maintenance Contract in respect of the relevant Charge Point in place (and, for clarity, NOT where there was no Maintenance Contract in place in respect of the relevant Charge Point), the Scheme Operator shall reimburse the Scheme Partner for the actual Maintenance Costs and/or Data Management Costs that the Scheme Partner incurs in relation to any relevant Charge Point (including any Maintenance Costs incurred pursuant to paragraph 4.1.3), but subject at all times to:

6.1.1 the Costs Cap;

6.1.2 paragraph 6.2 in respect of VAT;

6.1.3 presentation of satisfactory documentary evidence of the relevant payments incurred by the Scheme Partner to the Scheme Operator to enable the Scheme Operator to verify the amounts for which the Scheme Partner claims reimbursement;

6.1.4 provided that each Charge Point complies with these Terms and Conditions; and

6.1.5 excluding any fees charged to the Scheme Partner by any third party for late payment of such costs;

and for the avoidance of doubt, the Scheme Partner shall be responsible for all other costs and expenses it incurs in relation to the Scheme and the performance of its obligations under or in connection with the Agreement including any other maintenance, installations and/or operating costs.

6.2 The Scheme Operator will not reimburse VAT incurred in respect of Maintenance Costs and/or Data Management Costs if and to the extent that the Scheme Partner is or will be entitled to recover all or part of such VAT from HM Revenue and Customs as input tax pursuant to section 25 of the Value Added Tax Act 1994. If a Scheme Partner wishes to claim reimbursement of any such VAT incurred then the Scheme Partner shall provide such evidence as the Scheme Operator may reasonably require evidencing that such an amount of VAT is not proper input tax in the hands of the Scheme Partner which the Scheme Partner is or will be entitled to recover from HM Revenue & Customs.

6.3 From termination of the relevant Maintenance Contract (which the Scheme Partner accepts shall be no later than 30 June 2015 unless agreed otherwise in writing with the Scheme Operator), the Scheme Partner's entitlement to reimbursement pursuant to paragraph 6.1 shall immediately cease to apply; and the Scheme Operator shall assume responsibility for maintenance of the relevant Charge Point at its own cost (and the Scheme Partner grants to the Scheme Operator all necessary permissions and consents to enable the Scheme Operator to do so and shall issue a letter of authority to the Scheme Operator in respect of such Charge Point in the form set out in Annex 6A to this Appendix 6).

## **7. When Scheme Operator is responsible for maintaining Charge Points**

7.1 The Scheme Operator shall have Direct Maintenance Responsibility for Scheme Partner's Charge Points if:

7.1.1 the Scheme Partner has issued a letter of authority to the Scheme Operator to maintain the Scheme Partner's Charge Point pursuant to paragraph 1.1 above;

7.1.2 the Scheme Partner's existing Maintenance Contract(s) are novated to the Scheme Operator pursuant to paragraph 2.1 above; or

7.1.3 the Scheme Operator has accepted responsibility for maintenance of the Scheme Partner's Charge Point on termination of the Scheme Partner's Maintenance Contract pursuant to paragraph 6.3 above.

7.2 From the time that the Scheme Operator has Direct Maintenance Responsibility pursuant to paragraph 7.1 above (but **not** where the Scheme Operator merely acts as the Scheme Partner's agent in respect of ordering maintenance services pursuant to paragraph 4.1 of this Appendix 6):

7.2.1 the Scheme Operator shall not be liable to pay any Data Management Costs and/or Maintenance Costs to the Scheme Partner in respect of the relevant Charge Point;

7.2.2 the Scheme Operator shall be responsible for maintenance of the relevant Charge Point at its own cost;

7.2.3 for the Charge Points for which the Scheme Operator has Direct Maintenance Responsibility, the Scheme Partner shall promptly:

- (a) provide the Scheme Operator with a copy of all existing manufacturer's warranties and the commencement and expiry dates of such warranties;
- (b) provide the Scheme Operator with all information relating to the Scheme Partner's exercise of each manufacturer's warranty;
- (c) transfer to the Scheme Operator the benefit of each manufacturer's warranty as well as any other rights that the Scheme Partner has at law in relation to the relevant Charge Point to enable the Scheme Operator to rely on the warranty and such rights directly and make a claim directly to the manufacturer if required as part of its Direct Maintenance Responsibilities;

7.2.4 the Scheme Operator shall liaise with the relevant maintenance service provider directly (and the Scheme Partner grants to the Scheme Operator all necessary permissions and consents to enable the Scheme Operator to do so);

7.2.5 in respect of such Scheme Partner's Charge Point, the **Scheme Operator** shall be responsible for:

- (a) ensuring compliance with the Technical Specification and ensuring that the Charge Point meets all minimum safety standards required from time to time by law, but:

- (i) subject at all times to paragraph 7.3 of this Appendix 6; and
- (ii) the Scheme Partner acknowledges that:

(A) the Scheme Operator is not responsible for the choice of such Scheme Partner's Charge Point or the nature or condition of such Scheme Partner's Charge Point at the time when the Scheme Operator assumes maintenance responsibilities for such Scheme Partner's Charge Point or for any inherent defects or non-compliances in such Scheme Partner's Charge Point; and

(B) due to the nature and condition of the Scheme Partner's Charge Point it may not be possible (solely through reasonable maintenance activities as required under the Maintenance Specification and Maintenance SLA and pursuant to the Scheme Operator's Direct Maintenance Responsibility) to ensure that the Scheme Partner's Charge Point meets the Technical Specification

and/or minimum safety standards required by law, and in such cases the Scheme Operator shall not be held liable for any failure of the Scheme Partner's Charge Point to comply with the Technical Specification and/or minimum safety standards required by law unless such failure was caused by a breach by the Scheme Operator of its maintenance obligations set out under paragraph 7.2.5(b);

- (b) the maintenance of the Charge Point and shall ensure that the Charge Point is at all times maintained in accordance with the Maintenance Specification (and so that it fulfils the purpose indicated by or to be reasonably inferred from the Maintenance Specification) and Maintenance SLA; and
- (c) ensuring that all maintenance works or services required in respect of the relevant Charge Point are carried out with the degree of skill, care and diligence normally exercised by skilled and experienced service providers and in a safe manner (for clarity, the Scheme Operator is not responsible for installation of a Scheme Partner's Charge Point or any works or services in relation to such installation).

7.3 From the time that the Scheme Operator has Direct Maintenance Responsibility pursuant to paragraph 7.1 above or where the Scheme Operator acts as the Scheme Partner's agent in respect of ordering maintenance services pursuant to paragraph 4.1 of this Appendix 6 (within the scope of the letter of authority issued by the Scheme Partner appointing the Scheme Operator as its agent):

7.3.1 if the Scheme Operator believes that the Charge Point is not being maintained by the relevant maintenance service provider satisfactorily and/or that the Charge Point is not being or has not been maintained in a manner which complies with the Maintenance Specification and the Maintenance SLA and/or that the Charge Point is not or will not be capable of meeting the Technical Specification or any minimum safety standards required by law and/or that the Charge Point is requiring Excessive Maintenance and/or that the Charge Point has become Financially Unviable:

- (a) the Scheme Operator may request the Scheme Partner in writing to:
  - (i) (if applicable, in circumstances where the Scheme Operator is acting as the Scheme Partner's agent in respect of ordering

maintenance services pursuant to paragraph 4.1 of this Appendix 6 and to the terms of the letter of authority issued by the Scheme Partner appointing the Scheme Operator as its agent for such purposes), terminate the relevant Maintenance Contract, but:

- (A) the Scheme Operator shall discuss any issues with performance of the maintenance service provider with the Scheme Partner and consult with the Scheme Partner in this regard in advance before issuing such a request to terminate; and
  - (B) the Scheme Partner is not required to take any action which is not in accordance with the terms of the relevant Maintenance Contract, and the Scheme Partner shall be responsible for payment of all monies due by it to a maintenance service provider in accordance with the terms of such Maintenance Contract (including any amounts which may arise pursuant to termination of such Maintenance Contract by the Scheme Partner);
- (ii) replace the non-conforming Charge Point with a Scheme Operator's Charge Point and the Scheme Partner shall notify the Scheme Operator within 30 days of the Scheme Operator's request under this paragraph 7.3.1(a)(ii) of its decision as to whether or not it agrees with the request and:
- (A) If the Scheme Partner agrees to the request the provisions of Appendix 7 shall apply (and for clarity, paragraph 2.3.1, Appendix 7 shall apply in relation to ownership of the removed Scheme Partner's Charge Point, and pursuant to paragraph 2.4.1(b) of Appendix 7, the Scheme Operator shall install the Scheme Operator's Charge Point at its own cost);
  - (B) If the Scheme Partner notifies the Scheme Operator that it does not agree with the request (or if it fails to respond within this timeframe or any other time frame reasonably agreed by the Parties), the Scheme Operator shall be entitled to exclude that Charge Point from the Scheme by issuing written notice with immediate effect, but the Scheme Operator shall use reasonable endeavours to consult with the Scheme Partner before issuing any such written notice; and further, if the



Charge Point is excluded from the Scheme, the Scheme Partner shall, acting reasonably, consider and discuss with the Scheme Operator a possible new location for a replacement Charge Point, taking into account the Scheme Operator's preference for Open Parking Bays located on the street to increase visibility of the Scheme (where applicable) and for locations which are at least equivalent to the location of the excluded Charge Point in terms of the Scheme Operator's commercial interests and the likely ability of the location to enhance accessibility and usage of the Scheme.

- 7.3.2 If the relevant Maintenance Contract is terminated **(to the extent permitted under and acting in accordance with the terms of such relevant Maintenance Contract)** for any reason attributable to such maintenance service provider (for example, where such maintenance service provider terminates the contract for its convenience or whether such contract is terminated due to the breach or insolvency of the maintenance service provider), then the Scheme Operator may request in writing for the Scheme Partner to replace any Charge Points previously covered by that Maintenance Contract with a Scheme Operator's Charge Point. If the Scheme Partner agrees to the request, the provisions of Appendix 7 shall apply (and for clarity, paragraph 2.4.1(a), Appendix 7 shall apply in relation to ownership of the removed Scheme Partner's Charge Points, and pursuant to paragraph 2.4.1(b), Appendix 7, the Scheme Operator shall install the Scheme Operator's Charge Point at its own cost). If the Scheme Partner notifies the Scheme Operator that it does not agree with the request within 30 days (or if it fails to respond within this timeframe or any other reasonable timeframe that the Parties may agree), the Scheme Operator shall be entitled to exclude that Charge Point from the Scheme by issuing written notice with immediate effect, but the Scheme Operator shall use reasonable endeavours to consult with the Scheme Partner before issuing any such written notice.

## **8. When Scheme Partner is responsible for maintaining Charge Point**

- 8.1 Unless and until Direct Maintenance Responsibility is transferred to the Scheme Operator in accordance paragraph 7.1 above the Scheme Partner remains responsible for the maintenance of the Scheme Partner's Charge Points (even where it has authorised the Scheme Operator under a letter of authority to carry order

maintenance services as its agent, but subject to paragraph 8.1.4 below) and the Scheme Partner shall therefore be responsible for the following:

- 8.1.1 ensuring compliance with the Technical Specification and ensuring that the Charge Points meet all minimum safety standards required from time to time by law (and in this regard the Scheme Partner specifically acknowledges that even where the Scheme Operator has Direct Maintenance Responsibility, performance of Direct Maintenance Responsibility may not be sufficient to enable the Charge Point to comply with the Technical Specification pursuant to the provisions of paragraph 7.2.5(a)(ii) of this Appendix 6);
- 8.1.2 (subject to paragraph 8.1.4 below), the maintenance of the Charge Point and shall ensure that the Charge Point is at all times maintained in accordance with the Maintenance Specification (and so that it fulfils the purpose indicated by or to be reasonably inferred from the Maintenance Specification) and Maintenance SLA and in compliance with all existing manufacturer's warranties for the Charge Point; and
- 8.1.3 (subject to paragraph 8.1.4 below), ensuring that all works or services required in respect of the relevant Charge Points, including installation and maintenance services, are carried out with the degree of skill, care and diligence normally exercised by skilled and experienced service providers and in a safe manner and in an economic and efficient manner;

BUT

- 8.1.4 strictly to the extent that the Scheme Operator has been authorised by the Scheme Partner to order maintenance services pursuant to paragraph 4.1 by acting as the Scheme Partner's agent, the Scheme Operator shall (within and subject to the limits of the scope of its appointment as agent in accordance with the letter of authority issued by the Scheme Partner) be responsible for maintenance of the Charge Point and use its reasonable endeavours to ensure that the Charge Point is maintained in accordance with the Maintenance Specification (and so that it fulfils the purpose indicated by or to be reasonably inferred from the Maintenance Specification) and Maintenance SLA. However, in these circumstances:
  - (a) the Scheme Operator is only entitled (acting as the Scheme Partner's agent pursuant to paragraph 4.1) to order maintenance services within the amount that has been authorised by the Scheme Partner; and

- (b) the Scheme Operator shall not be liable for any failure of the Charge Point to function in accordance with the requirements of this Agreement or for any failure to maintain the Charge Point in accordance with the Maintenance Specification where such failure is due to the relevant Charge Point requiring maintenance which would cost in excess of the amount that the Scheme Operator has been authorised by the Scheme Partner to spend.

8.2 If the Charge Point is not being or has not been maintained by the Scheme Partner in a manner which complies with the Maintenance Specification or Maintenance SLA and/or if the Charge Point is not or will not be capable of meeting the Technical Specification other than as a result of any breach by the Scheme Operator of its obligations pursuant to paragraph 8.1.4, the Scheme Operator shall be entitled to exclude that Charge Point from the Scheme by issuing written notice with immediate effect. The Scheme Operator shall use reasonable endeavours to consult with the Scheme Partner before issuing any such written notice. If the Charge Point is excluded from the Scheme under this paragraph 8.1.4, the Scheme Partner shall, acting reasonably, consider and discuss with the Scheme Operator a new possible location for a replacement of this Charge Point, taking into account the Scheme Operator's preference for Open Parking Bays located on the street to increase visibility of the Scheme (where applicable) and for locations which are at least equivalent to the location of the excluded Charge Point in terms of the Scheme Operator's commercial interests and the likely ability of the location to enhance accessibility and usage of the Scheme.

## **9. Risk in the Scheme Partner's Charge Point**

9.1 Save where, the Scheme Operator has Direct Maintenance Responsibility of the relevant Scheme Partner's Charge Point pursuant to paragraph 7.1 above (in which case paragraph 9.2 below shall apply):

9.1.1 risk in the Scheme Partner's Charge Points shall be with that Scheme Partner at all times (including, for clarity, where the Scheme Operator is authorised to act as the Scheme Partner's agent in the manner described in paragraph 4.1); and

9.1.2 each Scheme Partner shall be responsible for all costs and expenses in relation to its Charge Points, subject only to any reimbursement which is due in accordance with paragraph 6.1, and for any and all loss and/or damage to its Charge Points.

- 9.2 From the time that the Scheme Operator has Direct Maintenance Responsibility of the relevant Scheme Partners' Charge Point pursuant to paragraph 7.1 above:
- 9.2.1 Risks relating to maintenance of the Scheme Partner's Charge Point shall be with the Scheme Operator;
- 9.2.2 The Scheme Operator shall maintain professional liability insurance to the value of €10 million (ten million euros) per occurrence and subject to an overall aggregate of €10 million (ten million euros) per calendar year in respect of the Scheme Partner's Charge Point for which it has assumed responsibility for maintenance; and
- 9.2.3 The Scheme Operator shall indemnify the Scheme Partner in respect of any Losses suffered or incurred by the Scheme Partner resulting from any loss, damage or injury caused to third parties or to any property caused by defects in the Scheme Partner's Charge Point to the extent such Losses are caused by the Scheme Operator's negligence in carrying out or failure to carry out its maintenance obligations in accordance with this Appendix 6 up to the maximum value of the insured amount set out in paragraph 9.2.2, but subject at all times to Condition 15.4 of Schedule 2.

## **10. Maintenance of Parking Bay**

- 10.1 The Scheme Partner shall at all times be responsible for maintenance and repair of the parking bay in which a Charge Point is located, including, but not limited to, the road markings, signs and repairs to the surface and any resurfacing of the bay, and all associated costs, except as provided in paragraph 10.2.
- 10.2 The Scheme Operator shall pay the Public Scheme Partner for all reasonable costs directly incurred by the Scheme Partner in relation to road markings, signs and repairs to a surface for a parking bay in which a Scheme Operator's Charge Point is located pursuant to paragraph 10.1 above, where such costs are solely related to the Scheme Operator's Charge Point BUT excluding any such costs that are for any designated residential parking bays that might be agreed with a Scheme Partner in which a Scheme Operator's Charge Point is located. The Scheme Operator shall pay the Public Scheme Partner for costs that are properly due under this paragraph 10.2 within 30 days of receipt of written notification from the Public Scheme Partner of the relevant costs (which shall be itemised, with reasonable supporting evidence where appropriate).

**Annex 6A**

**(Form of Letter of Authority to Scheme Operator to Maintain  
Charge Point(s))**

**Annex 6A**

**(Form of Letter of Authority to Scheme Operator to Maintain Charge Point(s))**

[INSERT ON SCHEME PARTNER'S LETTERHEAD]

To: BluePointLondon Limited  
Abacus House  
33 Gutter Lane  
London  
EC2V 8AR

[DATE]

Dear Sirs,

Maintenance of Charge Point

We are both party to the Pan London Scheme Amended and Restated Partnership Agreement dated 8 February 2011 which was novated to BluepointLondon Limited by the Deed of Novation dated [INSERT DATE] and subsequently varied by the Deed of Variation dated [ ] (collectively, the "Agreement").

Pursuant to paragraph 1.1.1, Appendix 6, Schedule 2 of the Agreement, [INSERT SCHEME PARTNER NAME] (being the Scheme Partner as defined in the Agreement), confirm that we do not have an agreement in force with a maintenance service provider for the maintenance of and/or data management for the following charge point(s) ("Charge Points"):

[IDENTIFY CHARGE POINTS, BY REFERENCE NUMBER, INCLUDING INFORMATION ON MODEL, MANUFACTURER, TYPE, SERIAL NUMBER, ACQUISITION AND INSTALLATION DATE]

[INSERT SCHEME PARTNER NAME] hereby appoints the BluePointLondon Limited, (being the Scheme Operator under the Agreement), to assume responsibility for maintaining such Charge Points for the duration of the Scheme, and consents to BluePointLondon Limited subcontracting the maintenance of the Charge Point to third party service providers.

[INSERT SCHEME PARTNER NAME] warrants that it has the right to grant the authority in this letter and that the rights granted to BluePointLondon Limited under this letter do not and will not breach any third party rights for the duration of the Scheme.

All defined terms not defined in this letter are defined in the Agreement.

Signed: .....  
on behalf of [INSERT SCHEME PARTNER NAME]

Name: .....

Title: .....

Dated: .....

Accepted and Agreed  
For and on behalf of BluePointLondon Limited

Signature: .....

Name: .....

Title: .....

Dated: .....

**Annex 6B**

**(Form of Letter of Authority to Maintenance Service Providers  
from Scheme Partner, appointing Scheme Operator as agent)**



**Annex 6B**

**(Form of Letter of Authority to Maintenance Service Providers from Scheme Partner,  
appointing Scheme Operator as agent)**

[INSERT ON SCHEME PARTNER'S LETTERHEAD]

To: [INSERT MAINTENANCE SERVICE  
PROVIDER'S NAME AND ADDRESS]

[DATE]

Dear Sirs,

Maintenance of Charge Point

We appointed you to maintain the Charge Points identified in the maintenance services agreement dated [ ] (the "Maintenance Contract"), and set out for convenience below:

[CHARGE POINTS TO BE IDENTIFIED, BY REFERENCE NUMBER, INCLUDING INFORMATION ON MODEL, MANUFACTURER, TYPE, SERIAL NUMBER, ACQUISITION AND INSTALLATION DATE].

We have entered into a written agreement with BluePointLondon Limited (a company registered in England with company number 08803842) ("Scheme Operator") whereby we have authorised the Scheme Operator to order services from our maintenance service providers up to a maximum amount, acting as our agent.

Please treat this letter as our authority for you to accept orders from the Scheme Operator for routine maintenance, servicing, repairs and spare parts for the Charge Points you are responsible for (as detailed in the Maintenance Contract) up to a maximum aggregate invoiced amount of £500 (including VAT) per Charge Point per year from the date of this letter.

Any orders placed by the Scheme Operator that exceed the aggregate invoiced amount of £500 (including VAT) per Charge Point per year must be authorised by us separately in writing.

Please continue to invoice us directly for any orders placed by the Scheme Operator in accordance with this letter of authority.

Signed: .....  
on behalf of [INSERT SCHEME PARTNER NAME]

Name: .....

Title: .....

Dated: .....

**Appendix 7**  
**(Scheme Operator's Charge Point)**

## Appendix 7

**(Scheme Operator's Charge Point)**

This Appendix 7 sets out provisions that apply where the Scheme Partner has itself requested or has agreed for a Charge Point owned by the Scheme Operator (being a Scheme Operator's Charge Point) to be installed on the Scheme Partner's Premises.

**Appendix 7 Definitions**

<b>"8 Year Period"</b>	the period of 8 years commencing on the earlier of (a) the date of completion of installation of the Scheme Operator's Charge Point on the Scheme Partner's Premises pursuant to paragraph 2.4.1(b), as evidenced in the written confirmation described in paragraph 2.4.1(c); and (b) Completion of the Lease of the Scheme Partner's Premises or Licence (as applicable pursuant to paragraph 2.5.2);
<b>"Base Licence Costs Value"</b>	has the meaning assigned to it in paragraph 2.5.1(b) of this Appendix 7;
<b>"Completion"</b>	means completion of registration of the Lease of Scheme Partner's Premises (where required) at the Land Registry or completion of a Licence;
<b>"Lease of Scheme Partner's Premises"</b>	means a lease in substantially the form attached at Annex 7A;
<b>"Licence"</b>	a licence granted by the Scheme Partner to the Scheme Operator to install a Scheme Operator's Charge Point on the Scheme Partner's Premises;
<b>"Scheme Operator's Charge Point"</b>	a charge point designated and owned by the Scheme Operator;
<b>"Scheme Partner's Premises"</b>	the premises of the Scheme Partner at which the Charge Point (including where the Charge Point is a Scheme Operator's Charge Point) is located;

**1. Replacement Request**

- 1.1 The Scheme Partner may at any time during its participation in the Agreement (except after notice of termination has been given by either party) give written notice to the Scheme Operator that it wishes to replace the Scheme Partner's Charge Point with a Scheme Operator's Charge Point ("a Replacement Request"). The Scheme

Operator shall within 10 Business Days of the date of the Replacement Request inform the Scheme Partner in writing whether or not it consents, such consent not to be unreasonably withheld; and the Scheme Operator, in deciding whether or not to consent shall, acting reasonably, be entitled to consider if (i) the location of the Charge Point is in the commercial interests of the Scheme and improves the network of Charge Points, in particular in relation to likely ability to enhance accessibility and usage of the Scheme; (ii) the location of the Charge Point is visible to Scheme Users and (iii) the replacement process will be unduly hazardous, complex or tremendously costly, given the location in question (including in terms of any health and safety issues, risks of damage to property (including to the Charge Point itself) and the difficulty in obtaining and/or costs likely to be incurred in obtaining or maintaining any permissions and consents that may be required).

## **2. Circumstances in which Scheme Operator's Charge Point may be installed and Procedure**

2.1 The provisions in this paragraph 2 shall apply only if the Scheme Operator's Charge Point is installed under the following circumstances:

2.1.1 the Scheme Operator consents to a Replacement Request made by Scheme Partner pursuant to paragraph 1 above;

2.1.2 the Scheme Operator agrees to the Scheme Partner's request for a new Scheme Operator's Charge Point to be installed pursuant to Condition 3.1; or

2.1.3 pursuant to Condition 16.1 or Condition 16.6, the Scheme Partner agrees to the Scheme Operator's request to replace a Scheme Partner's Charge Point with a Scheme Operator's Charge Point; or

2.1.4 pursuant to paragraph 7.3.1 or 7.3.2 of Appendix 6, the Scheme Partner agrees to the Scheme Operator's request to replace a non-conforming Charge Point with a Scheme Operator's Charge Point due to the performance of the maintenance service provider.

## **2.2 Removal of Scheme Partner's Charge Point:**

2.2.1 The Scheme Partner hereby authorises the Scheme Operator to remove the Scheme Partner's Charge Point from the Scheme Partner's Premises at the Scheme Operator's cost, in a manner which complies with all applicable laws and regulations (including those relating to health and safety).

## 2.3 Handling of removal of Scheme Partner's Charge Point (Scheme Partner's options)

2.3.1 Save as provided in paragraph 2.3.1(b), the Scheme Partner retains title and risk in the Charge Point removed by the Scheme Operator and shall, within 10 Business Days of the relevant event described in paragraph 2.1.1, 2.1.3 or 2.1.4, at its option either:

- (a) instruct the Scheme Operator to deliver the Charge Point to a specific location and shall take delivery thereof (and if the Scheme Partner fails so to provide a delivery address or to take delivery or to transfer title in the Charge Point to the Scheme Operator pursuant to paragraph 2.3.1(b), the Scheme Operator shall store the Charge Point at the Scheme Partner's risk and cost); OR
- (b) by written notice to the Scheme Operator (any such notice not to have effect until removal of the relevant Charge Point by the Scheme Operator in accordance with paragraph 2.3.1(c) unless expressly agreed otherwise by the Scheme Operator) transfer to the Scheme Operator title in the relevant Charge Point for the amount of £1 (one pound sterling) and in consideration of the parties' mutual undertakings in the Agreement. To effect such transfer, the Scheme Operator and the Scheme Partner shall execute an agreement in the form attached as Annex 7B. If the Scheme Partner so transfers the Charge Point to the Scheme Operator:
  - (i) the Scheme Operator shall accept title in the relevant Charge Point; and
  - (ii) risk in the Charge Point shall transfer to the Scheme Operator at such time as the Scheme Operator removes the Charge Point from the Scheme Partner's Premises;
- (c) the Scheme Partner shall provide the Scheme Operator with all reasonable and necessary access and co-operation to enable the Scheme Operator to remove the Scheme Partner's Charge Point and install the Scheme Operator's Charge Point at the Scheme Partner's Premises instead. Paragraphs 2.4 of this Appendix 7 shall apply in respect of such Scheme Operator's Charge Point;
- (d) save as provided in paragraph 3.1, the Scheme Operator's Charge Point shall remain at the risk of the Scheme Operator while it is on the

Scheme Partner's Premises, the Scheme Operator shall be responsible for insuring it against loss, damage or destruction, and the Scheme Partner shall have no responsibility for such loss, damage or destruction.

## **2.4 Installation of Scheme Operator's Charge Point and related responsibilities**

2.4.1 If any Scheme Operator's Charge Point is installed on any Scheme Partner's Premises then:

- (a) title in the Scheme Operator's Charge Point will remain with the Scheme Operator;
- (b) the Scheme Operator shall install and maintain such Scheme Operator's Charge Point at its own cost at the Scheme Partner's Premises and the Scheme Operator shall be entitled to keep such Scheme Operator's Charge Point at the Scheme Partner's Premises for the term of the Lease of the Scheme Partner's Premises or Licence (as applicable pursuant to paragraph 2.5.2) , howsoever determined;
- (c) upon request by the Scheme Partner the Scheme Operator shall confirm in writing the date of installation of the Scheme Operator's Charge Point on the Scheme Partner's Premises;
- (d) on reasonable prior notice the Scheme Partner shall provide all reasonable access to the Scheme Partner's Premises, facilities and working space (and where the Scheme Partner has specific access requirements, the Scheme Operator and the Scheme Partner may enter into a separate written agreement to ensure the Scheme Operator's compliance with such access requirements) including granting the right to connect into and if necessary upgrade and repair any electricity supply and shall provide all reasonable co-operation to enable the Scheme Operator to do so safely and expeditiously and shall permit and grant the Scheme Operator the specific right on the Scheme Partner's Premises:
  - (i) to erect and install the Scheme Operator's Charge Point;
  - (ii) to install all necessary supplies of electricity and any other service media and to upgrade and repair the same;

- (iii) to use, retain, operate, inspect, maintain, repair, renew, and remove the Scheme Operator's Charge Point and electricity supply and any other service media;
- (iv) during the installation of the Scheme Operator's Charge Point or any repair work to store materials and equipment and to park vehicles to enable the installation or repair to take place; and
- (v) to the free and uninterrupted passage of electricity and any other services through the Charge Point;

## **2.5 Scheme Partner's obligations in relation to a Scheme Operator's Charge Point**

2.5.1 The Scheme Partner shall ensure that all necessary consents, licences, deeds of easement, conditions and permissions (including any specific consents from the owner of the Scheme Partner's Premises, Lease of Scheme Partner's Premises and/or Licence, as and where applicable) are obtained and maintained in order to install, maintain and operate the Scheme Operator's Charge Point at the Scheme Partner's Premises and carry out the other works set out in paragraph 2.4.1(d) and shall provide evidence of this to the Scheme Operator within 20 days of the Scheme Operator's request, together with a Land Registry Plan but for a Public Scheme Partner and in respect of any planning permission or highways agreement or licence from a third party Highways Authority that may be needed in order to install, maintain or operate a Scheme Operator's Charge Point or carry out any works as described in paragraph 2.4.1(d), the Public Scheme Partner's obligation is to use its best endeavours to ensure that such planning permission or highways agreement or licence from a third party Highways Authority is granted (and the Public Scheme Partner cannot guarantee that such planning permission or highways agreement or licence will be granted).

- (a) The Private Scheme Partner shall comply with this paragraph 2.5.1 at its own cost.
- (b) For a Public Scheme Partner, the Scheme Operator shall bear all reasonable and proper expenses to be paid to third parties (including legal fees, official fees and any fees relating to securing a traffic management order or traffic regulation order but for clarity excluding internal administration or personnel costs) in relation to drafting, negotiating, obtaining and maintaining such necessary consents,

licences, conditions and permissions (or, where such expenses are first paid by the Public Scheme Partner, shall within 30 days of receipt of itemised invoice from the Public Scheme Partner properly evidencing such costs, reimburse such costs). The Scheme Operator shall keep complete and accurate records of any expenditure by it which is covered by this paragraph 2.5.1(b), which it shall make available for inspection by the Public Scheme Partner within 20 days of a written request from the Public Scheme Partner. However, where the total amount paid by the Scheme Operator to third parties in relation to drafting, negotiating, obtaining and maintaining necessary consents, licences, conditions and permissions pursuant to this paragraph 2.5.1 is in excess of £500 plus VAT per Charge Point (the "Base Licence Costs Value"), the Scheme Operator is entitled to set off any amount which is in excess of the Base Licence Costs Value against the Scheme Fees that the Scheme Operator is due to pay to the Public Scheme Partner pursuant to this Agreement, to enable the Scheme Operator to recover the amounts in excess of the Base Licence Costs Value. If the set off means that no Scheme Fees are due in a year because the amount of the reimbursement in excess of the Base Licence Costs Value has not been recouped by the Scheme Operator, the Scheme Operator's set off rights shall continue for each year until the Scheme Operator has recouped the full amount of relevant expenditure incurred by the Scheme Operator in excess of the Base Licence Costs Value.

- 2.5.2 Without prejudice to the generality of the foregoing, the Scheme Partner shall (or, if applicable, shall use its reasonable endeavours to procure that the landlord of the Scheme Partner's Premises shall) grant the Scheme Operator a lease substantially in the form set out in Annex 7A (defined as the Lease of Scheme Partner's Premises) and shall further (at its own cost) assist the Scheme Operator to comply with any requisitions raised by the Land Registry in respect of any application to register the Lease of Scheme Partner's Premises within the required timescales. However, if a Lease of Scheme Partner's Premises would not be achievable for intended location of the Scheme Operator's Charge Point (each of the parties acting reasonably), for example if the intended location is on a public highway and/or the Scheme Partner is not the relevant Highway Authority and therefore does not have the ability to enter into such documents, the parties may agree to enter into a licence instead of a Lease of Scheme



Partner's Premises, provided that the licence shall be transferable by the Scheme Operator and shall be in a form to be agreed by the parties, both parties acting reasonably in agreeing the same.

- 2.5.3 The Scheme Partner warrants to the Scheme Operator that such consents, licences and permissions it provides to the Scheme Operator will be full and sufficient to enable the Scheme Operator to install, maintain and operate the Scheme Operator's Charge Point from the Scheme Partner's Premises and complete the Scheme Operator's registration of the Lease of Scheme Partner's Premises at the Land Registry or enter into a Licence (as applicable pursuant to paragraph 2.5.2), and shall indemnify the Scheme Operator in respect of any Losses suffered or incurred by the Scheme Operator in the event that such consents, licences and permissions are insufficient or unsatisfactory.
- 2.5.4 If the Scheme Partner does not fully comply with the requirements of this paragraph 2.5.1 and/or if for any reason, the Scheme Operator does not have a lease or any necessary consents, licences, conditions and permissions to install, maintain and operate the Scheme Operator's Charge Point or carry out any works as described in paragraph 2.4.1(d) at the Scheme Partner's Premises within 40 days of the Scheme Operator's request and/or (for a Public Scheme Partner, despite its best endeavours) any necessary planning permission or highways agreement or licence from a third party Highways Authority that is needed in order to install a Scheme Operator's Charge Point has not been obtained or maintained, the Scheme Operator shall not be obliged to install the relevant Scheme Operator's Charge Point in such Scheme Partner's Premises (and if the proposed Scheme Operator's Charge Point was intended to be installed as an alternative to any existing rights of the Scheme Operator to terminate the Agreement or exclude a Scheme Partner's Charge Point from the Scheme), then such termination or exclusion rights shall not be prejudiced by non-installation of a Scheme Operator's Charge Point at the Scheme Partner's Premises for the reasons set out in this paragraph 2.5.4;
- 2.5.5 The Scheme Partner shall:
- (a) not move the Scheme Operator's Charge Point without the Scheme Operator's prior written consent;
  - (b) ensure that Scheme Users have ease of access to the Scheme Operator's Charge Point, including without limitation keeping it clear of

all encumbrances (save where it would be unlawful to do so) and where the Scheme Partner has specific access requirements, the Scheme Operator and the Scheme Partner may enter into a separate written agreement to ensure the Scheme Operator's compliance with such access requirements;

- (c) not make any alterations or in any way tamper with the Scheme Operator's Charge Point (or any labels, instructions for use or other notices placed by the Scheme Operator on or in relation to the Scheme Operator's Charge Point);
- (d) keep the Scheme Operator fully and promptly informed of all material matters which come to its attention relating to the Scheme Operator's Charge Point;
- (e) not, without the prior written consent of the Scheme Operator, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Scheme Operator's Charge Point or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (f) on reasonable prior notice permit the Scheme Operator or its duly authorised representative to inspect the Scheme Operator's Charge Point at all reasonable times and for such purpose to enter upon the Scheme Partner's Premises at which the Scheme Operator's Charge Point is located, and shall grant reasonable access and facilities for such inspection;
- (g) the parties acknowledge that the Scheme Operator's installation of the Scheme Operator's Charge Point may cause the Scheme Operator's Charge Point to become a fixture on the Scheme Partner's Premises by operation of law. If the Scheme Operator's Charge Point does become affixed to Scheme Partner's Premises as a result of installation by the Scheme Operator, then:
  - (i) the Scheme Partner shall authorise the Scheme Operator to remove the Scheme Operator's Charge Point where such removal is required under this Agreement;
  - (ii) the Scheme Operator shall repair and make good and safe any damage caused by the affixation or removal of the Scheme Operator's Charge Point from the Scheme Partner's Premises by

it and indemnify the Scheme Partner against all reasonable costs and expenses and all liabilities suffered or incurred by the Scheme Partner as a result of such affixation or removal;

- (iii) the Scheme Partner shall take all necessary steps to ensure that the Scheme Operator may enter such Scheme Partner's Premises and recover the Scheme Operator's Charge Point where permitted under the terms of this Agreement, both during the term of the Lease of the Scheme Partner's Premises or Licence (as applicable pursuant to paragraph 2.5.2) and for a reasonable period thereafter (unless the Scheme Partner has exercised its option to purchase the Scheme Operator's Charge Point pursuant to paragraph 4.1 or 4.3), including by procuring from any person having an interest in such Scheme Partner's Premises, a waiver in writing and in favour of the Scheme Operator of any rights such person may have or acquire in the Scheme Operator's Charge Point and a right for the Scheme Operator to enter onto such Scheme Partner's Premises to remove the Scheme Operator's Charge Point where permitted under the terms of this Agreement;
- (h) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Scheme Operator in the Scheme Operator's Charge Point;
- (i) not suffer or permit the Scheme Operator's Charge Point to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Scheme Operator's Charge Point is so confiscated, seized or taken, the Scheme Partner shall notify the Scheme Operator and the Scheme Partner shall at its sole expense use all reasonable endeavours to procure an immediate release of the Scheme Operator's Charge Point and shall indemnify the Scheme Operator on demand against all claims, actions, damages, losses, costs (including legal costs), expenses and all other liabilities incurred as a result of such confiscation;
- (j) not use the Scheme Operator's Charge Point for any unlawful purpose;

- (k) ensure that at all times the Scheme Operator's Charge Point remains identifiable as being the Scheme Operator's property and shall ensure that a visible sign to that effect is attached to the Scheme Operator's Charge Point;
- (l) permit the Scheme Operator or its representatives to remove and collect the Scheme Operator's Charge Point on termination of the Agreement and/or allow the Scheme Operator or its representatives access to the Scheme Partner's Premises where the Scheme Operator's Charge Point is located in accordance with the Lease of the Scheme Partner's Premises or Licence (as applicable pursuant to paragraph 2.5.2). This paragraph 2.5.5(l) shall not apply if the Scheme Partner purchases the Scheme Operator's Charge Point in accordance with either paragraph 4.1 or 4.3; and
- (m) not do or permit to be done anything which could invalidate the insurances referred to in paragraph 3.1.2 below.

### **3. Risk and Damage**

#### **3.1 In relation to the Scheme Operator's Charge Point:**

3.1.1 the Scheme Partner shall be responsible for and shall indemnify the Scheme Operator on demand against all Losses:

- (a) relating to the Scheme Operator's Charge Point which are caused by any breach of the Scheme Partner's obligations in relation to the Scheme Operator's Charge Point under this Appendix 7; or
- (b) caused to third parties or to any property caused by any breach by the Scheme Partner of its obligations in this Appendix 7 in relation to the Scheme Operator's Charge Point;

3.1.2 the Scheme Operator shall:

- (a) maintain product liability insurance to the value of €10 million (ten million euros) per occurrence and subject to an overall aggregate of €10 million (ten million euros) per calendar year in respect of the Scheme Operator's Charge Point located at the Scheme Partner's Premises; and

(b) indemnify the Scheme Partner in respect of any Losses suffered or incurred by the Scheme Partner resulting from any loss, damage or injury caused to third parties or to any property caused by:

(i) defects in the Scheme Operator's Charge Point at the Scheme Partner's Premises (except to the extent such loss, damage or injury is covered by paragraph 3.1.1); or

(ii) the Scheme Operator's failure to maintain the Scheme Operator's Charge Point in accordance with paragraph 3.2 of this Appendix 7 (except to the extent such loss, damage or injury is covered by paragraph 3.1.1);

to the maximum value of the insured amount set out in paragraph 3.1.2(a), but subject at all times to Condition 15.4 of Schedule 2.

3.2 For such time as Scheme Operator's Charge Point is being operated by the Scheme Operator at a Scheme Partner's Premises during the Agreement, then in respect of the Scheme Operator's Charge Point, the Scheme Operator shall:

3.2.1 ensure compliance with the Technical Specification and ensure that the Charge Points meet all minimum safety standards required from time to time by law;

3.2.2 be responsible for the maintenance of the Charge Point and shall ensure that the Charge Point is at all times maintained in accordance with the Maintenance Specification (and so that it fulfils the purpose indicated by or to be reasonably inferred from the Maintenance Specification) and Maintenance SLA;

3.2.3 ensure that all works or services required in respect of the relevant Charge Points, including installation and maintenance services, are carried out with the degree of skill, care and diligence normally exercised by skilled and experienced service providers and in a safe manner and in an economic and efficient manner; and

3.2.4 comply with all Applicable Laws in respect of such Charge Points.

3.3 Notwithstanding that the Scheme Operator's Charge Point is installed at the Scheme Partner's Premises, the Scheme Partner shall comply with the terms of Appendix 10 (Parking) and Condition 3.8 (compliance with directions and Applicable Laws etc) and the provisions set out in Appendix 10 in respect of Public and Private Scheme Partners shall apply.

#### 4. Purchase of Scheme Operator's Charge Point

4.1 The Scheme Partner shall, subject to paragraph 4.3, have the option, exercisable by not less than three (3) months' written notice to the Scheme Operator (such notice to expire no earlier than expiry of the 8 Year Period), to purchase the Scheme Operator's Charge Point with effect from the day after expiry of the 8 Year Period (or, if later, the day after expiry of such three (3) month notice period) for the amount of £1 (one pound sterling) and in consideration of the parties' mutual undertakings in the Agreement. If the Scheme Partner so exercises this option, the parties shall each execute such documents as are necessary to transfer title of the Scheme Operator's Charge Point to the Scheme Partner, which shall be substantially in the form set out in Annex 7C, and the Scheme Operator's Charge Point shall transfer to the Scheme Partner in the condition and at the location in which it is found on the date of transfer.

4.2 If the Scheme Partner does not exercise this option by issuance of written notice as set out above in this paragraph 4.1 (subject to paragraph 4.3 below), then ownership of the Scheme Operator's Charge Point shall remain with the Scheme Operator. If the Agreement is terminated *after* expiry of the 8 Year Period in respect of particular Scheme Operator's Charge Point then (except where either paragraph 4.3.1(b) or 4.3.1(c) applies), the Scheme Partner shall purchase the relevant Scheme Operator's Charge Point for the amount of £1 (one pound sterling) and the parties shall each execute such documents as are necessary to transfer title of the Scheme Operator's Charge Point to the Scheme Partner, which shall be substantially in the form set out in Annex 7C, and the Scheme Operator's Charge Point shall transfer to the Scheme Partner in the condition and at the location in which it is found on the date of transfer.

#### 4.3

4.3.1 If:

- (a) the Agreement is terminated *before* expiry of the 8 Year Period for a Scheme Operator's Charge Point; or
- (b) the Agreement is terminated at any time by the Scheme Operator pursuant to Condition 16.3.1(b) or Condition 16.6; or
- (c) the Scheme Partner disposes of all its interest in land and the purchaser fails to sign a Deed of Adherence to the Agreement as required by Condition 16.2.2 in respect of a particular Scheme Operator's Charge Point;

OR

4.3.2 the Scheme Partner wishes to purchase the Scheme Operator's Charge Point for any reason (other than as set out in paragraph 4.3.1 above) before expiry of the 8 Year Period:

then the Scheme Partner shall purchase the relevant Scheme Operator's Charge Points that are on such Scheme Partner's Premises for the net book value (to be valued as at the date of the relevant purchase) of such Scheme Operator's Charge Points and such further amount(s) set out in paragraph 4.4 below (if applicable) and shall pay such amounts to the Scheme Operator within 20 Business Days of either (i) termination of the Agreement, for purchases pursuant to paragraphs 4.3.1(a) or 4.3.1(b); (ii) the Transfer Date, for purchases pursuant to 4.3.1(c); or (iii) the Scheme Partner's request to purchase pursuant to paragraph 4.3.2. Title in the Scheme Operator's Charge Point shall not transfer to the Scheme Partner until such amounts have been paid to the Scheme Operator in full and in cleared funds and the transfer form has been executed substantially in the form set out in Annex 7C.

4.4 For any purchase pursuant to paragraph 4.3, the Scheme Partner shall in addition to the net book value of the relevant Scheme Operator's Charge Point pay to the Scheme Operator a sum equivalent to the reasonable costs incurred or to be incurred by the Scheme Operator in:

4.4.1 installing the relevant Scheme Operator's Charge Point and all costs associated with the installation (including, but not limited to, the costs incurred by the Scheme Operator pursuant to paragraph 2.5.1(b) above; and

4.4.2 terminating all contracts between the Scheme Operator and maintenance service providers, electricity providers and any other service providers in relation to such Scheme Operator's Charge Point.

4.5 If the Scheme Partner does not complete the above purchase (in breach of its obligation under paragraph 4.3.1 ), then without prejudice to any other rights or remedies of the Scheme Operator, ownership of the Scheme Operator's Charge Point shall remain with the Scheme Operator and the Scheme Operator shall be entitled to remove the Scheme Operator's Charge Point at the Scheme Partner's cost.

4.6 Without prejudice to the generality of Clause 11 of the Agreement, the Scheme Operator and the Scheme Partner shall each enter into and execute any further documents and carry out any further acts that may be necessary to give full effect to the provisions of paragraphs 2.1 to 4.4 above.

#### 4.7 *Withdrawal of Scheme Operator's Charge Point*

4.7.1 For the avoidance of doubt, Condition 16.2 does not apply to the Scheme Operator's Charge Points. The Scheme Partner may not withdraw any Scheme Operator's Charge Point that is on the Scheme Partner's Premises from the Scheme or this Agreement in any way other than by exercising the option to purchase such Scheme Operator's Charge Point as set out in paragraphs 4.1 or 4.3, and further as set out in paragraph 4.8 below.

4.8 Where the Scheme Partner purchases the Scheme Operator's Charge Point pursuant to either paragraph 4.1 or 4.3, then:

4.8.1 For any purchase pursuant to paragraph 4.1 or paragraph 4.3.2, the relevant Charge Point shall continue within the Scheme after completion of the purchase as a Scheme Partner's Charge Point (subject to the terms and conditions of this Agreement, as applicable to Scheme Partner's Charge Points) and the Scheme Partner shall issue a letter of authority to the Scheme Operator for the maintenance of such Charge point pursuant to paragraph 1.1 of Appendix 6 but provided that the Scheme Partner may withdraw such Charge Point from the Scheme by giving at least six (6) months' prior written notice at any time from or after completion of the relevant purchase of such Charge Point by the Scheme Partner; and

4.8.2 For any purchase pursuant to paragraph 4.3.1 of this Appendix 7, the relevant Charge Point will be deemed to be excluded from the Scheme (i) in the circumstances described in paragraph 4.3.1(a) or (b), from the date of termination of the Agreement; and (ii) in the circumstances described in paragraph 4.3.1(c), from the relevant Transfer Date.



**Annex 7A**  
**(Form of Lease of Scheme Partners Premises)**

**Annex 7A**  
**(Form of Lease of Scheme Partners Premises)**

DATED

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Annex A. LEASE

between

[SCHEME PARTNER]

and

BLUEPOINTLONDON LTD

Over

[Scheme Partner's Premises]

<b>LR1</b>	<b>Date of Lease</b>	[● to be inserted on completion]
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1</b> <b>Landlord's title number(s)</b> [● ] [leave blank if there isn't one]</p> <p><b>LR2.2</b> <b>Other title numbers</b> [None] [● insert any title number against which entries of the matters referred to in LR9 – LR11 and LR13 should be made. This should not be the Landlord's title number referred to at LR 2.1]</p>
<b>LR3</b>	<b>Parties to this Lease</b>	<p><b>Landlord</b></p> <p>[To be the Scheme Partner]</p> <p><b>Tenant</b> BluePointLondon Ltd (Company Registration Number 08803842) Abacus House, 33 Gutter Lane, London, England, EC2V 8AR</p> <p><b>Guarantor</b> None</p>
<b>LR4</b>	<b>Property</b>	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail</p> <p>The Property is defined in clause 1 as the Demised Premises</p>
<b>LR5</b>	<b>Prescribed statements etc</b>	None
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term specified in this lease in clause 1 as the Term
<b>LR7</b>	<b>Premium</b>	None
<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this Lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc</b>	<p><b>LR9.1</b> <b>Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b></p> <p>None</p> <p><b>LR9.2</b> <b>Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3</b> <b>Landlord's contractual rights to acquire this lease</b></p> <p>None</p>

<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11</b>	<b>Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b> The easements as set out in clause 3 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b> The easements as set out in clause 4 of this lease</p>
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>	None
<b>LR13</b>	<b>Application for standard form of restriction</b>	None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	None

**THIS LEASE** is dated on the date specified in Prescribed Clause LR1 and made between the Landlord and the Tenant

## AGREED TERMS

### Background:

- A. The Landlord and Tenant have contracted to provide services to each other in accordance with the terms of the Contract as defined below.
- B. The purpose of this Lease is to ensure that the property rights granted within the Contract have full force and effect.

## 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this lease.

1.1.1 Definitions:

**[Accessways:** the roads and ways shown coloured brown on the Plan]

**Charge Points:** has the same meaning as defined in the Contract.

**Contract:** Transport for London and the Tenant were party to the Pan London Scheme Amended and Restated Partnership Agreement dated 8 February 2011 which was amended and restated on 20 September 2012 (the "Original Agreement"). The Original Agreement was novated to the

Landlord by the Deed of Novation dated [INSERT DATE] and varied by the Deed of Variation dated [INSERT DATE] and is adhered to by the Landlord by Deed of Adherence dated [INSERT DATE] which forms the current Partnership Agreement ("Contract"), [a copy of / copies of] which [is / are] annexed to this Deed in Annex 7A and all are deemed to be supplemental to this Lease.

**Demised Premises:** means the Scheme Partner's Premises as defined in the Contract and shown edged red on the Plan.

**Eligible Vehicle:** means any plug-in vehicle with a licensed number plate.

**Land:** all that land known as [NAME AND ADDRESS/DESCRIPTION OF LAND] of which the Demised Premises form part.

**Permitted Use:** the charging of an Eligible Vehicle to connect to and charge from an electrical supply in accordance with the provisions of the terms of the Contract.

**Plan:** means the plan(s) attached.

**Rent:** the rent of a peppercorn if demanded.

**Rent Payment Dates:** 25 March, 24 June, 29 September and 25 December.

**Reservations:** the rights and reservations granted to the Landlord, its agents, contractors and workmen in clause 4.

**Rights:** the rights granted to the Tenant in clause 3.

**Scheme:** means the Pan London Scheme as further defined in the Contract.

**Scheme Operator:** means the current operator of the Scheme as defined in the Contract.

**Scheme Operator's Charge Point:** has the same meaning as defined in the Contract.

**Service Media:** all media for the supply or removal of electricity, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Term:** a term of 99 years commencing on, and including, the date of this lease.

**Terms and Conditions:** means the standard terms and conditions of the Scheme for Scheme Partners as further defined and set out in the Contract.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.1.2 A reference to this lease, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.1.3 The definitions and rules of interpretation in the Contract shall apply to this lease save where any terms are specifically excluded by the terms of this lease or substituted by the terms of this lease
- 1.1.4 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.1.5 Unless the context otherwise requires, references to the [Accessways], the Land and the Demised Premises are to the whole and any part of them or it.
- 1.1.6 A reference to the end of the Term is to the end of the Term however it ends.
- 1.1.7 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.1.8 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.1.9 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.1.10 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.1.11 Any obligation on a person to do something includes an obligation to ensure that any person under its control complies with that obligation.
- 1.1.12 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.1.13 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.1.14 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.1.15 Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.1.16 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## **2. GRANT**

- 2.1 The Landlord lets with full title guarantee the Demised Premises to the Tenant for the Term (determinable as provided in clause 12).
- 2.2 The grant is made together with the Rights, excepting and reserving to the Landlord the Reservations, and subject to all rights, restrictions and covenants affecting the Demised Premises
- 2.3 The grant is made with the Tenant paying to the Landlord as rent, the Rent and all VAT in respect of it, and all other sums due under this lease.

## **3. ANCILLARY RIGHTS**

- 3.1 The Landlord grants the Tenant the Rights to use in common with the Landlord and any other person authorised by the Landlord:

- 3.1.1 the right of support and protection from those parts of the Land that afford support and protection for the Demised Premises at the date of this lease and to the extent that such support and protection exists at the date of this lease;
  - 3.1.2 [the right to use the Accessways for the purposes of access to and egress from the Demised Premises];
  - 3.1.3 the right to erect and install the Scheme Operator's Charge Point;
  - 3.1.4 the right to install all necessary supplies of electricity and any other Service Media over the Land to the Demised Premises and to upgrade and repair the same;
  - 3.1.5 the right to use, retain, operate, inspect, maintain, repair, renew, and remove the Scheme Operator's Charge Point and electricity supply and any other Service Media;
  - 3.1.6 the right during the installation of the Scheme Operator's Charge Point or any repair or renewal work to store materials and equipment and to park vehicles on the Land to enable the installation repair or renewal to take place; and
  - 3.1.7 the right to the free and uninterrupted passage of electricity and any other services through the Service Media;
- 3.2 The Tenant shall exercise the Rights only in connection with its use of the Demised Premises in a manner that is consistent with its obligations in clause 11 and its obligations under the Contract;

#### **4. RIGHTS EXCEPTED AND RESERVED**

The Landlord reserves the right to enter the Demised Premises for any lawful purpose mentioned in this lease or connected with it or with the Landlord's interest in the Land at any reasonable time and, except in the case of an emergency, after having given reasonable written notice to the Tenant of not less than 48 hours subject to complying with its obligations under the terms of the Contract.

#### **5. PAYMENT OF THE RENT**

The Tenant shall pay the Rent and any VAT in respect of it by four equal instalments in advance on the Rent Payment Days.

#### **6. COSTS**



The costs and expenses of either party shall be born in accordance with the terms of the Contract.

**7. ASSIGNMENTS**

The Tenant cannot assign this Lease other than to a new Scheme Operator of the Contract and the Landlord's consent shall not be required.

**8. UNDERLETTINGS**

The Tenant shall not underlet the whole or part of the Demised Premises.

**9. REPAIR**

The Tenant shall keep the Demised Premises clean, tidy and clear of rubbish and otherwise in accordance with the provisions of the Contract.

**10. ALTERATIONS**

The Tenant shall not make any alterations or additions to, or build any structure on, the Demised Premises save a Scheme Operator's Charging Point and any alteration as permitted under the Contract.

**11. USE**

The Tenant shall not use the Demised Premises for any purpose except the Permitted Use.

**12. DETERMINATION**

12.1 This Lease shall be determinable by either party on the same day as the Contract is determined in accordance with and pursuant to the following clauses or conditions of the Contract:

12.1.1 Clause 6 of the Contract; or

12.1.2 Condition 16.3.1(b), 16.6, or 16.7.1 of the Terms and Conditions, where the Tenant's participation in the Contract has been terminated; or

12.1.3 where all Charge Points on the Demised Premises have been excluded from the Scheme in accordance with Condition 16.3.1(a) of the Terms and Conditions; or

12.1.4 where the Scheme Operator's Charge Point has been purchased by the Scheme Partner pursuant to either paragraph 4.1 or 4.3 of Appendix 7 of the Contract.

- 12.2 Subject to satisfaction of the respective condition in clause 12.1 above (and for the avoidance of doubt this lease cannot be determined unless the Contract has been determined or any circumstances in clause 12.1 apply) the Term will terminate on the same day that the Contract is terminated (or, as applicable, the relevant circumstances in clause 12.1 have occurred) and the Tenant is to yield up the Premises in accordance with the terms of the Contract but without prejudice to any rights of action which either party has for breach of any of the provisions of this lease or Contract

**13. LANDLORD'S COVENANT FOR QUIET ENJOYMENT**

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Demised Premises without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

**14. NOTICES, CONSENTS AND APPROVALS**

- 14.1 A notice given under or in connection with this lease shall be:

14.1.1 in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing;

14.1.2 given:

(a) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or

(b) by fax to the party's main fax number.

14.1.3 If a notice is given in accordance with clause 14.1, it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, on the working day after posting; or

(c) if sent by fax, at 9.00 am on the next working day after transmission.

14.1.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.1.5 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

**15. GOVERNING LAW**

This lease and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Contract.

**16. JURISDICTION**

Each party irrevocably agrees that the jurisdiction clause in the Contract shall apply to this lease as if repeated in full.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by [NAME OF LANDLORD] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY], [a director OR its secretary]

.....  
[SIGNATURE OF FIRST DIRECTOR]  
Director

.....  
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  
[Director OR Secretary]

OR

Executed as a deed by [NAME OF LANDLORD] acting by [NAME OF DIRECTOR], a director, in the presence of:

.....  
[SIGNATURE OF DIRECTOR]  
Director

.....  
[SIGNATURE OF WITNESS]  
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Executed as a deed by [NAME OF TENANT] acting by [NAME OF FIRST DIRECTOR] and [NAME OF SECOND DIRECTOR/SECRETARY]

.....  
Director

.....  
Director/Secretary

**Annex 7B**  
**(Form of transfer agreement for Scheme Partner's Charge Point)**

## Annex 7B

### (Form of transfer agreement for Scheme Partner's Charge Point)

THIS AGREEMENT dated \_\_\_\_\_ is made between the following parties:

- (1) [INSERT SCHEME PARTNER'S NAME], a company incorporated and registered in England and Wales with company registration number [ ] whose registered office is at [ ] [INSERT SCHEME PARTNER'S DETAILS] (Scheme Partner); and
- (2) BluePointLondon Limited, a company incorporated and registered in England and Wales with company registration number 08803842 whose registered office is at 33 Gutter Lane, London EC2V 8AR (Scheme Operator).

### BACKGROUND

- (A) The Scheme Operator and Scheme Partner are party to the Pan London Scheme Amended and Restated Partnership Agreement dated 8 February 2011, as varied by the Deed of Variation dated [ ] (collectively, the "Contract").
- (B) The Scheme Partner has exercised its option to transfer its title in the Charge Point (as defined in the Contract and identified in clause 1 of this Agreement below) to the Scheme Operator pursuant to paragraph 2.3.1(b), Appendix 7 of the Contract.
- (C) The parties have therefore agreed to enter into this Agreement to transfer title of the Scheme Partner's Charge Point on the terms set out in this Agreement.

### AGREED TERMS

#### 1. TRANSFER OF TITLE

- 1.1 Pursuant to paragraph 2.3.1(b), Appendix 7 of the Contract and in consideration of the amount of £1 (one pound sterling), receipt of which the Scheme Operator hereby acknowledges, and of the parties' mutual undertakings in the Contract, the Scheme Partner hereby transfers to the Scheme Operator its title in the following Scheme Partner's Charge Point:

[IDENTIFY THE CHARGE POINT, BY REFERENCE NUMBER, INCLUDING INFORMATION ON MODEL, MANUFACTURER, TYPE, SERIAL NUMBER, ACQUISITION, INSTALLATION DATE AND MANUFACTURER]

Title of the Scheme Partner's Charge Point shall transfer from the Scheme Partner to the Scheme Operator upon execution of this Agreement.

## **2. LIMITATION OF LIABILITY**

- 2.1 The Scheme Partner's Charge Point shall transfer to the Scheme Operator in the condition and at the location in which it is found on the date of this Agreement and risk in the Scheme Partner's Charge Point shall transfer to the Scheme Operator at the same time as the transfer of title of such Scheme Partner's Charge Point.
- 2.2 This Agreement sets forth the full extent of the Scheme Partner's obligations and liabilities in respect of the Scheme Partner's Charge Point and its sale to the Scheme Operator. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Scheme Partner. Any condition, warranty or other term concerning the Scheme Partner's Charge Point which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.
- 2.3 Nothing in this Agreement shall limit or exclude the liability of the Scheme Partner for breach of terms implied by section 12 of the Sale of Goods Act 1979 or section 8 of the Supply of Goods (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.

## **3. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

- 3.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, but condition 23, Schedule 2 of the Contract (Dispute Resolution) shall apply to any such disputes.
- 3.2 Without prejudice to condition 23, Schedule 2 of the Contract (Dispute Resolution), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by [NAME OF SCHEME PARTNER] acting by [NAME OF DIRECTOR], a director, in the

.....  
[SIGNATURE OF DIRECTOR]  
Director

presence of:

.....  
[SIGNATURE OF WITNESS]  
Witness Name:  
Witness Address:  
Witness Occupation:

Executed as a deed by BLUEPOINT .....  
LONDON LIMITED acting by [NAME OF [SIGNATURE OF DIRECTOR]  
DIRECTOR], a director, in the presence of: Director

.....  
[SIGNATURE OF WITNESS]  
Witness Name:  
Witness Address:  
Witness Occupation:

**Annex 7C**  
**(Form of Transfer Agreement for Scheme  
Operator's Charge Point)**



## Annex 7C

### (Form of Transfer Agreement for Scheme Operator's Charge Point)

THIS AGREEMENT dated \_\_\_\_\_ is made between the following parties:

- (1) BluePointLondon Limited, a company incorporated and registered in England and Wales with company registration number 08803842 whose registered office is at 33 Gutter Lane, London EC2V 8AR (Scheme Operator); and
- (2) [INSERT SCHEME PARTNER'S NAME], a company incorporated and registered in England and Wales with company registration number [ ] whose registered office is at [ ] [INSERT SCHEME PARTNER'S DETAILS] (Scheme Partner).

### BACKGROUND

- (A) The Scheme Operator and Scheme Partner are party to the Pan London Scheme Amended and Restated Partnership Agreement dated 8 February 2011 which was amended and restated on 20 September 2012 (the "Original Agreement").
- (B) The Original Agreement was novated to the Scheme Operator by the Deed of Novation dated [INSERT DATE ] and has been varied by the Deed of Variation dated [INSERT DATE] to form the current Partnership Agreement (the "Contract").
- (C) The Scheme Partner has exercised its option to purchase the Scheme Operator's Charge Point (as defined in the Contract and identified in clause 1 of this Agreement below) pursuant to condition [paragraph 4.1 OR 4.3 DELETE AS APPROPRIATE] of Appendix 7 of the Contract.
- (D) The parties have therefore agreed to enter into this Agreement to transfer title of the Scheme Operator's Charge Point on the terms set out in this Agreement.

### AGREED TERMS

#### 1. TRANSFER OF TITLE

[[TO USE IF TRANSFER IS PURSUANT TO PARAGRAPH 4.1 OF APPENDIX 7]

- 1.1 Pursuant to paragraph 4.1 of Appendix 7 of the Contract and in consideration of the amount of £1 (one pound sterling), receipt of which the Scheme Partner hereby acknowledges, and of the parties' mutual undertakings in the Contract, the Scheme Operator hereby transfers to the Scheme Partner its title in the following Scheme Operator's Charge Point:

[IDENTIFY THE CHARGE POINT, BY REFERENCE NUMBER, INCLUDING INFORMATION ON MODEL, MANUFACTURER, TYPE, SERIAL NUMBER, ACQUISITION, INSTALLATION DATE AND MANUFACTURER]

Title of the Scheme Operator's Charge Point shall transfer from the Scheme Operator to the Scheme Partner upon execution of this Agreement.

OR

[TO USE IF TRANSFER PURSUANT TO PARAGRAPH 4.3 OF APPENDIX 7]

1.2 Pursuant to paragraph 4.3 of Appendix 7 of the Contract, the Scheme Operator transfers to the Scheme Partner its title in the Scheme Operator's Charge Point identified below, in consideration of payment by the Scheme Partner to the Scheme Operator of the fee of [TO INSERT THE NET BOOK VALUE OF THE SCHEME OPERATOR'S CHARGE POINT, CALCULATED AS AT THE EFFECTIVE DATE OF PURCHASE PLUS ANY COSTS IN INSTALLING THE SCHEME OPERATOR'S CHARGE POINT AND IN TERMINATING SERVICE PROVIDER CONTRACTS FOR SUCH CHARGE POINT PURSUANT TO PARAGRAPH 4.4, APPENDIX 7] plus VAT (if applicable) (Purchase Fee):

[IDENTIFY THE CHARGE POINT, BY REFERENCE NUMBER, INCLUDING INFORMATION ON MODEL, MANUFACTURER, TYPE, SERIAL NUMBER, ACQUISITION, INSTALLATION DATE AND MANUFACTURER.].

1.3 The Scheme Operator shall invoice the Scheme Partner for the Purchase Fee and the Scheme Partner shall pay the Scheme Operator in satisfaction of such invoice within 30 days of the invoice date (and for clarity the Scheme Operator's rights of set-off under condition 4.6, Schedule 2 of the Contract shall apply in these circumstances). Title of the Scheme Operator's Charge Point shall transfer from the Scheme Operator to the Scheme Partner upon receipt of payment by the Scheme Operator under clause 1.2.]

## **2. LIMITATION OF LIABILITY**

2.1 The Scheme Operator's Charge Point shall transfer to the Scheme Partner in the condition and at the location in which it is found on the date of this Agreement and risk in the Scheme Operator's Charge Point shall transfer to the Scheme Partner at the same time as the transfer of title of such Scheme Operator's Charge Point to the Scheme Partner under this Agreement.

2.2 This Agreement sets forth the full extent of the Scheme Operator's obligations and liabilities in respect of the Scheme Operator's Charge Point and its sale to the Scheme Partner. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Scheme Operator. Any condition, warranty or other term concerning the Scheme Operator's Charge Point which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.

2.3 Nothing in this Agreement shall limit or exclude the liability of the Scheme Operator for breach of terms implied by section 12 of the Sale of Goods Act 1979 or section 8 of the Supply of Goods (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.

**3. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

3.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, but condition 23, Schedule 2 of the Contract (Dispute Resolution) shall apply to any such disputes.

3.2 Without prejudice to condition 23, Schedule 2 of the Contract (Dispute Resolution), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

[TO USE IF TRANSFER IS PURSUANT TO PARAGRAPH 4.1 OF APPENDIX 7]

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by [NAME OF SCHEME PARTNER] acting by [NAME OF DIRECTOR], a director, in the presence of: .....  
[SIGNATURE OF DIRECTOR]  
Director

.....  
[SIGNATURE OF WITNESS]  
Witness Name:  
Witness Address:  
Witness Occupation:

Executed as a deed by BLUEPOINT LONDON LIMITED acting by [NAME OF .....]  
[SIGNATURE OF DIRECTOR]

DIRECTOR], a director, in the presence of: Director

.....  
[SIGNATURE OF WITNESS]

Witness Name:  
Witness Address:  
Witness Occupation:

[TO USE IF TRANSFER PURSUANT TO PARAGRAPH 4.3 OF APPENDIX 7]

[This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR] .....  
for and on behalf of [BLUEPOINTLONDON Director  
LIMITED]

Signed by [NAME OF DIRECTOR] .....  
for and on behalf of [NAME OF SCHEME Director]  
PARTNER]

**Appendix 8**  
**(Scheme Fees payable to Public Scheme Partners)**

## Appendix 8

## (Scheme Fees payable to Public Scheme Partners)

## Part A: Open Parking Bay fees

Zone* 1	Zone* 2	Zone* 3	Zones* 4, 5 & 6
£ 1,300	£ 500	£ 400	£200

Yearly amount per Open Parking Bay

\*Zone means the zone of London Underground rail network as at the Effective Variation Date

## Part B: Additional Variable Scheme Fees

## “Distributable Profits”

profits available for distribution calculated in accordance with the definition contained in S830(2) of the Companies Act 2006 (as it is in force on the date of this Agreement) and UK GAAP and as contained in the Scheme Operator's Financial Statements of its calendar (financial) year in question;

## “Financial Statements”

the Scheme Operator's audited financial statements of a relevant calendar year duly approved by its board of directors and its members;

## “PSCP”

the total number of Charge Points in the Scheme which are installed on **the relevant Public Scheme Partner's** premises, being either Scheme Partner Charge Points or Scheme Operator's Charge Points, as at 31 December of the relevant calendar year;

## “TCP”

the total number of Charge Points in the Scheme which are installed on **any Public Scheme Partner's** premises, being either

Scheme Partner Charge Points or Scheme Operator's Charge Points, as at 31 December of the relevant calendar year;

**“Year End Profit”**

the Scheme Operator's net profit in any relevant calendar year as assessed and contained in the Scheme Operator's Financial Statements of the calendar year in question.

No Additional Variable Scheme Fees shall be payable to the Public Scheme Partner unless:

- (a) the Scheme Operator has achieved a Year End Profit in a particular calendar year end; and
- (b) the Scheme Operator has Distributable Profits available at that relevant calendar year end.

In the event that conditions (a) and (b) are met in any calendar year the Scheme Operator shall pay to the Public Scheme Partners who are still in the Scheme at the end of that relevant calendar year (and who have not given notice to terminate the Agreement at such time) an amount which equals 20% of such Year End Profit, provided that if the Distributable Profits are lower than the Year End Profit in the relevant calendar year the sum on which the 20% of the Year End Profit is calculated shall be subject to a maximum cap of the Distributable Profits in such calendar year.

**Subject to conditions (a) and (b) above being met**, each qualifying Public Scheme Partner's Additional Variable Scheme Fees shall be calculated as follows:

**Calculation:** Amount payable to each Public Scheme Partner = (20% of Year End Profit in the relevant calendar year (not to exceed the amount of Distributable Profits in such calendar year) / TCP) x PSCP, plus VAT if applicable (**“Additional Variable Scheme Fee”**).

For a worked example see below:

Year	Year End Profit	Distributable Profits	Sum on which 20% calculation applies
Year 1	None	None	0 – no payment
	Loss (100)	(100)	

Year 2	None Loss (100)	None (200)	0 – no payment
Year 3	Profit 150	None (50)	0 – no payment
Year 4	Profit 250	200	200
Year 5	None Loss (200)	None 0	0 – no payment
Year 6	None Loss (50)	None (50)	0 – no payment
Year 7	Profit 300	250	250
Year 8	Profit 50	300	50

In Year 7 there are Distributable Profits (£250). Therefore the trigger to pay Additional Variable Scheme Fees to Public Scheme Partners has been met.

The Year End Profit is £300 and the Distributable Profits is £250 so conditions (a) and (b) above have been met, but the Distributable Profits are lower than the Year End Profit so the sum on which the 20% calculation applies is capped at £250 (being the amount of Distributable Profit). Therefore, the Additional Variable Scheme Fee due to the Public Scheme Partner would be calculated as follows:

$(20\% \text{ of } £250 / \text{TCP}) \times \text{PSCP} = \text{Additional Variable Scheme Fee (plus VAT, if applicable)}$

The Scheme Operator shall provide Public Scheme Partners with a copy of the Financial Statements for the relevant calendar year within fifteen (15) days of final approval of such Financial Statements, and shall pay the applicable Additional Variable Scheme Fee (if any) to each Public Scheme Partner within forty five (45) days of the date on which such Financial Statements are provided to the Public Scheme Partners.



Once Additional Variable Scheme Fees have been paid to Public Scheme Partners for at least two (2) consecutive years, then a Public Scheme Partner may (if it wishes) raise for discussion at the Annual Meeting a proposed review of the level of the Additional Variable Scheme Fees to be paid to such Public Scheme Partners, but for clarity no changes to such Additional Variable Scheme Fees shall be agreed unless the Agreement is varied pursuant to clause 7.

**Part C: Worked example of reduction of Scheme Fees pursuant to condition 3.14.2**

Pursuant to condition 3.14.2, if an Open Parking Bay in which a Charge Point is located is suspended by the Scheme Partner for any period in excess of fifteen (15) days (including if the suspension is as a result of a Force Majeure Event), the Scheme Operator is entitled to reduce the Scheme Fees payable to the Public Scheme Partner in relation to that Open Parking Bay on a pro rata basis taking into account the full period during which access to such Charge Point is suspended (such period to be calculated from the first day of the suspension of access to the Charge Point until the day on which such Charge Point becomes accessible).

A worked example of such reduction is as set out below.

*Worked example*

- pursuant to condition 4.1.2, the Public Scheme Partner invoices the Scheme Operator for Scheme Fees due under Part A of Appendix 8 for an Open Parking Bay, Quarterly in arrears. The Public Scheme Partner may also be entitled to Scheme Fees under Part B, Appendix 8 above;
- access to the Charge Point located in that Open Parking Bay is suspended by the Scheme Partner for fifteen (15) days but opens on the 16th day following the start of the suspension: no impact on Scheme Fees
- access to the Charge Point located in that Open Parking Bay is suspended by the Scheme Partner for twenty (20 days). The relevant Open Parking Bay is in Zone 2 and therefore the Yearly fee is £500. This is calculated assuming a 365-day year.
- the pro-rata deduction to be applied for the period of suspension is therefore  $20/365$  (approximately 0.055) of £500, being £27.40)
- such deduction may be set off against any Scheme Fees that might subsequently be invoiced by or become payable to the Public Scheme Partner from the Scheme Operator.

- if the Agreement (or the Public Scheme Partner's participation in the Agreement) is terminated and condition 17.2 applies, then any amounts that are liable to be deducted by the Scheme Operator under condition 3.14.2 which have not been so deducted as at the time of termination may be set off against any amounts that the Scheme Operator is otherwise liable to pay to the Public Scheme Partner on termination; and if there are no such amounts to be paid by the Scheme Operator against which a set-off may be made, then the Scheme Operator is entitled to invoice the Public Scheme Partner for the outstanding value of the relevant deduction.

**Appendix 9**  
**(Electricity Policy)**

**Appendix 9****(Electricity Policy)**

1. If the Scheme Partner has a contract solely for the supply of electricity to a Charge Point used exclusively for the Scheme, the Scheme Partner shall use all reasonable endeavours to terminate its contract with its electricity provider with effect from the Effective Variation Date (or, for any Scheme Partners newly joining the Scheme following the appointment of BluePointLondon Limited to operate the Scheme, from the effective date of the Deed of Adherence pursuant to which that Scheme Partner has joined the Scheme), and authorise and provide all necessary assistance to the Scheme Operator to enable the Scheme Operator to have a direct contract with the electricity provider in relation only to such consumption of electricity. From the date on which the Scheme Operator has a direct contract in place with the electricity provider, and for the remaining duration of such Charge Point's participation in the Scheme, the Scheme Operator shall be responsible for the cost of electricity and all payments due to the supplier of electricity in respect of electric consumption used by the Charge Point in connection with the Scheme.
2. If the Scheme Partner has a contract solely for the supply of electricity to a Charge Point but is not able to terminate the contract with its electricity provider in respect of the Charge Point or if the Scheme Partner's Charge Point is used outside the Scheme, then the Scheme Partner shall promptly pay all costs of electricity consumption to the utility provider; and the Scheme Operator shall reimburse the Scheme Partner for those costs that relate to the Scheme within 30 days of receipt of an itemised invoice from the Scheme Partner properly evidencing such costs.
3. If the Scheme Partner's contract for the provision of electricity to the Charge Point also covers other supplies in addition to the Charge Point, the Scheme Partner shall authorise the Scheme Operator to install a sub meter at the parking bay where the Charge Point is situated at the Scheme Operator's cost to calculate the consumption of electricity by such Charge Point. The Scheme Partner shall promptly pay all costs of electricity consumption to the utility provider; and the Scheme Operator shall reimburse the Scheme Partner for those costs that relate to the Scheme as evidenced by the meter readings within 30 days of receipt of an itemised invoice from the Scheme Partner properly evidencing such costs.

**Appendix 10**  
**(Parking)**

**Appendix 10****(Parking)**

1. The Scheme Partner shall ensure that there is a dedicated parking space for each Charge Point for sole use by Scheme Users and that each Charge Point is available to facilitate the charging of an Eligible Vehicle by Scheme Users:
  - 1.1 in off-street locations, during the normal operating hours of the business responsible for such location; and
  - 1.2 in on-street locations, for 24 hours a day, 7 days a week,  
  
and the Scheme Partner shall take reasonable enforcement action to ensure such availability. Any closure of access by the Scheme Partner to the parking space in which a Charge Point is located shall be treated as a suspension of access to the Charge Point pursuant to condition 3.14 (and condition 16.7, in respect of closures due to Force Majeure Events to the extent applicable)).
2. Subject to paragraphs 3, 5, **Error! Reference source not found.** and 6 below, the Scheme Operator shall be responsible for charging the Scheme User directly for the Scheme User's use of the Scheme and the Scheme Partner:
  - 2.1 shall not be entitled to charge a Scheme User for any costs in connection with the Scheme (including for using its Charge Point); and
  - 2.2 shall will not charge a Scheme User for parking (and in particular for use of parking spaces that are required to be used to access Charge Points) unless otherwise agreed by the Scheme Operator in writing (and Public Scheme Partners acknowledge that the Scheme Operator is paying to the Public Scheme Partner the Scheme Fees in respect of the Scheme Operator's use of the relevant parking bays).
3. Scheme Partners shall be entitled to charge a Scheme User for access to Barrier Closed Parking Bays. Scheme Partners shall notify the Scheme Operator in writing within 10 Business Days from the Effective Variation Date (or, for any Scheme Partners newly joining the Scheme following the appointment of BluePointLondon Limited to operate the Scheme, from the effective date of the Deed of Adherence pursuant to which that Scheme Partner has joined the Scheme) if it levies such parking charges for its Barrier Closed Parking Bays.

4. The Scheme Operator shall discuss with the Private Scheme Partner and consider adopting a system which may be provided by the Scheme Operator to allow certain categories of Scheme Users an automatic entry to the Barrier Closed Parking Bays without payment of parking charges.
5. Public Scheme Partners shall provide the Scheme Operator with at least fifteen (15) Business Days' prior written notice of any proposed changes to periods of access (e.g. hours / days), parking restrictions and parking fees payable by Scheme Users in respect of Barrier Closed Parking Pays before the implementation of such changes.
6. Public Scheme Partners shall be entitled to continue to charge for residential parking permits.
7. The Public Scheme Partner and the Scheme Operator may discuss and separately agree a specific agreement relating to the development of residential parking bays for Charge Points in the Public Scheme Partner's borough.

## Schedule 3 - Deed of Adherence

### Schedule 3 - Deed of Adherence

THIS DEED OF ADHERENCE is made the            day of [    ]

#### BETWEEN:

- (1) BluePointLondon Limited, a company incorporated and registered in England and Wales with company registration number 08803842 whose principal registered office is at 33 Gutter Lane, London EC2V 8AR (the “Scheme Operator”); and
- (2) [                    ], a company registered in England and Wales (Company Registration Number [            ]) whose registered office is at [    ] (the “Proposed Scheme Partner”).

#### RECITALS:

- (A) On 8 February 2011, the Scheme Partners entered into the Partnership Agreement for the Pan London Scheme, which governs the terms applicable to Scheme Partners who own charge point infrastructure across London and this agreement was amended and restated on 20 September 2012 (the “Original Partnership Agreement”).
- (B) The Scheme Operator now operates the Scheme pursuant to the Deed of Novation of the Original Partnership Agreement dated [            ].
- (C) The Original Partnership Agreement was amended and further restated by the Deed of Variation dated [INSERT DATE] to form the current Partnership Agreement (“Partnership Agreement”) which is set out in Annex A of this Deed of Adherence.
- (D) The Proposed Scheme Partner wishes to become a Scheme Partner for the purpose of the Partnership Agreement and agrees to be bound by the terms of the Partnership Agreement by entering into this Deed of Adherence.

#### THE PARTIES AGREE THAT:

##### 1. Definitions and Interpretation

In this Deed (including the Recitals):

- 1.1 unless the context indicates otherwise, words and expressions defined in this Agreement will have the same meanings as ascribed to them in the Partnership Agreement;
- 1.2 the Appendices form part of the Deed and will have the same force and effect as if expressly set out in the body of the Deed.



**2. Accession to Partnership Agreement**

- 2.1 The Proposed Scheme Partner acknowledges receipt of a copy of the Partnership Agreement which is set out in Annex A of this Deed and which the Proposed Scheme Partner has initialled for identification.
- 2.2 With effect on and from the date of this Deed of Adherence, the Proposed Scheme Partner covenants to and undertakes with the Scheme Operator to comply with and to be bound by all of the provisions of the Partnership Agreement as a Scheme Partner in all respects as if the Proposed Scheme Partner were named in it as a party.

**3. Counterparts**

This Deed may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

IN WITNESS whereof this Deed has been duly executed as a deed by the Parties and delivered on the date set out at the start of this Deed.

EXECUTED as a deed by affixing the )  
 common seal of [INSERT NAME OF )  
 PROPOSED SCHEME PARTNER ) .....  
 (WHERE IT IS A PUBLIC SCHEME ) Authorised Signatory  
 PARTNER)] )  
 )

in the presence of:

OR

EXECUTED as a DEED by [INSERT )  
 NAME OF PROPOSED SCHEME )  
 PARTNER, WHERE IT IS A PRIVATE ) .....  
 SCHEME PARTNER] acting by ) Director  
 [NAME] )  
 in the presence of: )

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a DEED )  
by BluePointLondon acting by )  
[NAME] ) .....  
 ) Director  
in the presence of: )  
 )

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

**Annex A**  
**(Partnership Agreement)**

**Annex A**  
**(Partnership Agreement)**

(to be inserted)