

**Terms & Conditions for the Supply and Installation of EV Charge Points for UK Businesses.
Version 24.04.24**

1. WHAT WORDS MEAN

The following definitions and rules of interpretation apply in these Terms & Conditions.

1.1 Definitions:

Aborted Installation Charge: the sum payable by the Customer under clause 4.9(c).

Additional Works: any works in addition to the Expected Works to be performed by Radius due to (a) Unexpected Circumstances and/or (b) a request by the Customer.

Additional Works Charges: the charges set out in the Additional Works Quotation.

Additional Works Quotation: Radius' quotation for any Additional Works.

Affiliate: any entity that directly or indirectly Controls or is Controlled by Radius or is jointly Controlled with Radius.

Assumptions: any assumptions listed by Radius in the Sales Order including any assumptions regarding the Delivery Location, the scope of Expected Works, and/or Customer-Supplied Equipment.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 08:30 am to 5.00 pm on any Business Day.

Charge Point: a device used for charging Electric Vehicles which is supplied and/or installed by Radius.

Charge Point Management System: a software platform which controls the Charge Point's operations, which is either Radius' proprietary system (the Radius Charge Platform) or a third party's system.

Charges: the Fees, the Aborted Installation Charges, the Design Change Charge, the Additional Works Charges plus any other charges levied by Radius under the Contract.

Commencement Date: has the meaning given in clause 2.3.

Confidential Information: information of commercial, proprietary or other value disclosed by one party to the other party which is identified as confidential or might reasonably be considered to be confidential and that has not come into the public domain or been independently developed.

Contract: the contract between Radius and the Customer for the supply of Equipment or Services or Equipment and Services as formed in accordance with clause 2.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and “**Controlled**” shall be construed accordingly.

Customer: the person or firm identified in the Sales Order who purchases the Equipment or Services or Equipment and Services from Radius.

Customer Action: has the meaning given in clause 4.9(a).

Customer Default: has the meaning given in clause 3.9.

Customer Representative: an individual who is 18 years of age or older and duly authorised to meet with and (where appropriate) give instructions to Radius’ technician(s) and sign paperwork on the Customer’s behalf.

Customer-Supplied Equipment: Charge Points and associated equipment supplied by the Customer.

Data Protection Laws: means (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data, and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of Personal Data. The terms “**Personal Data**”, “**Process/Processing**”, “**Data Controller**”, “**Data Processor**” and “**Data Subject**” shall have the same meaning as in the Data Protection Laws.

Delivery Date: has the meaning given in clause 5.3.

Delivery Location: the installation site as stated in the Sales Order and as more specifically described in the Pre-Installation Information.

Design Change Charge: the sum payable by the Customer under clause 4.4.

DNO: means “distribution network operator” and is the company which runs the transmission of electricity from the national grid to the Delivery Location.

Electric Vehicle: a vehicle which is capable of being propelled by electrical power derived from a storage battery, including hybrid vehicles.

Existing Infrastructure: has the meaning give in clause 7.4.

Expected Works: the scope of works as specified in the Sales Order.

Equipment: Charge Points and associated equipment supplied by Radius.

Equipment Specification: any specification for the Equipment, including any relevant plans or drawings, that is agreed in writing by the Customer and Radius.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679).

Fees: the fees set out in the Sales Order for the Services and/or Equipment.

Force Majeure Event: an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes, changes to the law, pandemics, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

Grant Funding: financial support by a governmental body which can be applied towards the cost of purchasing the Equipment and/or Services.

GSM: Global System for Mobile Communications which is a standard developed by the European Telecommunications Standards Institute (ETSI) to describe the protocols for digital cellular networks used by mobile devices such as mobile phones and tablets.

Onsite Pre-Installation Survey: has the meaning given in clause 4.5.

Pre-Installation Information: has the meaning given in clause 3.3.

Radius: Radius Charge Limited registered in England and Wales with company number 13033954 whose registered office is at Eurocard Centre Herald Park, Herald Drive, Crewe CW1 6EG.

Sales Order: Radius' quotation to the Customer for the Services and/or Equipment.

Services: services to be supplied by Radius to the Customer relating to the installation of a Charge Point which shall comprise the Expected Works and, if applicable, the Additional Works.

Terms & Conditions: these terms and conditions as amended from time to time in accordance with clause 23.1.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Unexpected Circumstances: has the meaning given in clause 4.7.

User Documentation: means any written documentation regarding the operation and maintenance of (a) the Equipment as issued by Radius to the Customer, or (b) the Customer-Supplied Equipment as issued by the applicable third party supplier to the Customer.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.

- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.
- (f) If a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day.

2. BASIS OF CONTRACT

- 2.1 These Terms & Conditions are intended for use where the Customer is a business, is not acting as a consumer and is not subject to consumer protection legislation. If the Customer is acting as a consumer and is subject to consumer protection legislation, Radius' alternative terms and conditions for consumers shall apply.
- 2.2 Signature of the Sales Order by the Customer constitutes an offer to purchase Equipment or Services or Equipment and Services in accordance with these Terms & Conditions.
- 2.3 The Sales Order shall only be deemed to be accepted when Radius issues written acceptance to the Customer at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.4 The Contract shall comprise the Sales Order, these Terms & Conditions and any Additional Works Quotation accepted in accordance with clause 4.9(b). If and to the extent of any conflict between such documents, the order of precedence (highest first) shall be:
 - (a) the Additional Works Quotation; then
 - (b) the Sales Order; then
 - (c) these Terms & Conditions.
- 2.5 These Terms & Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.6 Subject to clauses 4.9(b) and 23.1, any variation to the Contract (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Radius.

2.7 All of these Terms & Conditions shall apply to the supply of both Equipment and Services except where application to solely one or the other is specified.

3. WHAT THE CUSTOMER NEEDS TO DO

3.1 If the Customer is eligible for and wishes to utilise Grant Funding, it shall:

- (a) complete all necessary application processes via the provider of the Grant Funding; and
- (b) provide Radius with all relevant details to enable Radius to take any award of Grant Funding into account when formulating the Sales Order and calculating the Fees.

3.2 If the Customer's application for Grant Funding is unsuccessful, it will notify Radius immediately in writing. Radius will then recalculate the Fees to reflect the lack of Grant Funding and issue a revised Sales Order which shall become binding in accordance with clauses 2.2 to 2.4 inclusive, to the exclusion of the previous Sales Order.

3.3 The Customer shall provide all relevant data and information to enable Radius to make a technical assessment of the Equipment and/or Services required and formulate the Sales Order. This shall include the Customer: completing Radius' online self-service questionnaire which may involve image and video upload, video call(s), and/or telephone call(s) (together, the **Pre-Installation Information**) and co-operating with any Onsite Pre-Installation Survey. The Customer shall inform Radius immediately of any updates or changes to the Pre-Installation Information. The Customer shall be liable for any costs incurred by Radius due to the supply of false, inaccurate, or incomplete Pre-Installation Information.

3.4 The Customer shall ensure that there is sufficient, suitable space at the Delivery Location for the installation of the Equipment and/or Customer-Supplied Equipment, and completion of the Services. If the Delivery Date is prior to the date of installation, the Customer Representative shall be onsite to take delivery of the Equipment and store it in a suitable cool, dry, safe and accessible location pending installation.

3.5 The Customer shall provide all necessary cooperation to enable Radius to fulfil the Services. The Customer shall allow Radius (and any subcontractor) safe, free and uninterrupted access to the Delivery Location, facilities and electricity for the receipt of Equipment and completion of the Services. The Customer Representative must remain onsite and available to Radius' technician whilst the Services are being performed.

- 3.6 If the Customer buys Equipment from Radius without Services included, the Customer is responsible for installing it and shall do so in accordance with any instructions provided by Radius including the User Documentation.
- 3.7 The Customer acknowledges that the Services may necessarily cause damage to wall coverings, paint and wall insulation. The Customer shall perform any physical reparations required pursuant to the installation, except to the extent such reparations are required due to Radius' negligence when performing the Services.
- 3.8 The Customer warrants:
- (a) it has obtained all necessary licences and consents for the installation of the Charge Point and/or performance of the Services at the Delivery Location, such as landlord's written consent and planning permission;
 - (b) any application it makes for Grant Funding shall comprise true, current and correct information as at the point of application;
 - (c) if it has successfully applied for Grant Funding, it shall comply with any rules, conditions and obligations stipulated by the provider of Grant Funding from time to time and such provisions are hereby incorporated into this Contract by reference;
 - (d) it will comply with all applicable laws, including health and safety laws, the Electric Vehicles (Smart Charge Points) Regulations 2021, and the Construction (Design and Management) Regulations 2015;
 - (e) there is a garage or other suitable private off-street parking at the Delivery Location which will enable the Customer to charge Electric Vehicles safely and without creating a trip or other health and safety risk to the Customer or any other party or property;
 - (f) the electricity supply at the Delivery Location is compliant with current regulations;
 - (g) the Charge Point will have access to either a wired ethernet connection or a reliable Wi-Fi connection or a reliable 4G network with sufficient connectivity;
 - (h) the Pre-Installation Information and any information provided pursuant to clause 3.1 shall be complete, true, current and correct; and
 - (i) any Customer-Supplied Equipment which is to be installed by Radius:
 - (i) is owned and insured by the Customer;
 - (ii) conforms in all material respects with any specification provided by Radius;
 - (iii) complies with all statutory and regulatory requirements; and

- (iv) is in good working order, has been stored in accordance with the manufacturer's instructions, is in the original packaging provided by the manufacturer, and is readily accessible on the date of provision of the Services.

3.9 If Radius' performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"), without limiting or affecting any other right or remedy available to it:

- (a) Radius shall have the right to suspend performance of the Services until the Customer:
 - (i) remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Radius' performance of any of its obligations; and
 - (ii) pays all the Charges in full (or any residual balance thereof if applicable);
- (b) Radius shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Radius' failure or delay to perform any of its obligations under this Contract; and
- (c) the Customer shall reimburse Radius on written demand for any costs or losses sustained or incurred by Radius arising directly or indirectly from the Customer Default.

WHAT RADIUS WILL DO

4. SUPPLY OF SERVICES

4.1 Radius shall supply the Services to the Customer:

- (a) in accordance with the Sales Order and, where applicable, the Additional Works Quotation, in all material respects;
- (b) using reasonable care and skill;
- (c) in accordance with generally recognised commercial practices and standards in the industry for similar services; and
- (d) in accordance with applicable law including safety standards.

4.2 Radius shall use all reasonable endeavours to meet any performance dates for the Services specified in the Sales Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. In the unlikely event of unforeseen circumstances Radius may postpone an installation appointment by giving the Customer as much advance notice

as possible and the parties shall use reasonable endeavours to reschedule the installation on a mutually acceptable date.

- 4.3 Radius reserves the right to vary the Equipment and/or Services if necessary to comply with any applicable statutory or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Radius shall notify the Customer in any such event.
- 4.4 If Radius deems that the nature and scale of the installation warrants a bespoke design, Radius will schedule a meeting which the Customer Representative must attend. Following this meeting Radius will send the Customer a finalised design for approval. Once the Customer has signed-off the design, any subsequent variation to such design may, at Radius' sole discretion, incur the prevailing Design Change Charge.
- 4.5 Radius may, at its sole discretion, conduct an onsite pre-installation survey which will require physical access to the Delivery Location and related areas, including but not limited to the Customer's electrical meter, consumer units (power distribution board), and the place where the Equipment and/or Customer-Supplied Equipment will be installed ("**Onsite Pre-Installation Survey**").
- 4.6 The price for the Expected Works shall be based upon the Pre-Installation Information, the Assumptions and, if clause 4.5 applies, the Onsite Pre-Installation Survey.
- 4.7 On the installation date Radius' technician will conduct standard onsite checks before commencing delivery of the Services.
- 4.8 The following events shall be deemed as "**Unexpected Circumstances**" and shall be addressed in accordance with clause 4.9:
- (a) any Pre-Installation Information is found to be incorrect, incomplete or has changed (for example, Customer's requested location for installation of the Equipment has changed);
 - (b) any Assumptions prove to be incorrect;
 - (c) to the extent clause 4.5 applies, there has been any material change in the Delivery Location since the Onsite Pre-Installation Survey was conducted which has not been notified by the Customer to Radius;
 - (d) the Delivery Location does not have water and/or gas bonding;
 - (e) Customer Action is required to operate a Charge Point pursuant to clause 7 (Connectivity and Power);

- (f) Radius discovers or encounters onerous, unusual, or challenging conditions at the Delivery Location that will adversely impede the Expected Works;
- (g) the Customer cancels a Services appointment with less than two Business Day's notice;
- (h) the Customer fails take delivery of the Equipment and/or Customer-Supplied Equipment in accordance with clause 3.4;
- (i) Customer Default; or
- (j) the Customer breaches any warranty given under clause 3.8.

4.9 Radius will advise the Customer what needs to be done to address any Unexpected Circumstances which will entail one or more of the following:

- (a) resolution of the Unexpected Circumstances by the Customer ("**Customer Actions**"); and/or
- (b) acceptance by the Customer (either by wet ink signature or email acknowledgement) of Radius' Additional Works Quotation, which shall be deemed an effective variation to this Contract, and completion by Radius of such Additional Works; and/or
- (c) rescheduling the installation on a mutually acceptable date in which case Radius reserves the right to levy its prevailing Aborted Installation Charge to cover its reasonable travel, time, administrative and third-party costs.

4.10 Upon completion of any Customer Actions and/or Additional Works, Radius will proceed with the installation on either the same day or the rescheduled date referred to in clause 4.9(c).

4.11 The Services shall be deemed accepted by the Customer once:

- (a) Radius' technician has:
 - (i) got the Charge Point operational; and
 - (ii) unless otherwise specified in the Sales Order, commissioned the Charge Point by connecting it to the Charge Point Management System; and
- (b) the Customer Representative has conducted an inspection of the completed work, provided always that the Services will be deemed automatically accepted in the Customer Representative's absence.

- 4.12 Subject to clause 6.1(b) and unless any damage is identified prior to Radius' departure from the Delivery Location, Radius shall not be held liable for any damage to the Delivery Location, the Equipment and/or Customer-Supplied Equipment.

THE EQUIPMENT: SUPPLY, OWNERSHIP, WARRANTY, CONNECTIVITY AND POWER

5. DELIVERY OF THE EQUIPMENT

- 5.1 Any descriptions of the Equipment or illustrations or descriptions contained in Radius' catalogues or brochures, either online or otherwise, are issued or published for the sole purpose of giving an approximate idea of the Equipment and shall not form part of the Contract or have any contractual force. Radius reserves the right to amend the Equipment Specification if required due to supply-side shortages or changes, or by any applicable statutory or regulatory requirement, and Radius shall notify the Customer in any such event.
- 5.2 Radius shall deliver the Equipment to the Delivery Location at any time after Radius notifies the Customer that the Equipment is ready. Any date specified in advance by Radius for delivery of the Equipment and/or installation is an estimate only and time of delivery is not of the essence. The final date(s) of Equipment delivery and/or provision of Services will be confirmed at least two Business Days in advance. Radius shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event, a Customer Default, or the Customer's failure to provide Radius with adequate delivery instructions.
- 5.3 The "**Delivery Date**" for the Equipment shall be deemed to be either:
- (a) if the Equipment is delivered to the Delivery Location in advance of the installation date(s), the earlier of (i) the date of signature by the Customer of the courier's delivery receipt and (ii) the date a photograph is taken by the courier showing delivery of the Equipment at the Delivery Location; or
 - (b) if the Equipment is delivered to the Delivery Location by Radius' technician, the date the Radius' technician arrives at the Delivery Location.
- 5.4 Subject to clause 6.1(b), risk of loss and damage to the Equipment shall pass to the Customer on the Delivery Date once the Equipment has been unloaded from the delivery vehicle.
- 5.5 Title to the Equipment, including full legal and beneficial ownership, shall not pass to the Customer until Radius has received cleared payment in full of all Charges (including interest) due from the Customer to Radius under this Contract. Until title to the Equipment has passed to the Customer:

- (a) the Customer shall notify Radius immediately if it becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(d);
- (b) the Customer shall give Radius such information as Radius may reasonably require from time to time relating to the Equipment; and
- (c) Radius may require the Customer to deliver up all Equipment in its possession that has not been irrevocably installed and if the Customer fails to do so promptly, Radius may enter any premises of the Customer or of any third party where the Equipment is stored in order to recover it.

5.6 If the Customer fails to take delivery of the Equipment, Radius shall store the Equipment until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance) it incurs during the intervening period.

6. WARRANTY FOR THE EQUIPMENT AND SERVICES

6.1 Subject to clause 6.2, the Charge Point shall be covered by the following warranties which commence on the date of the original installation at the Delivery Location:

- (a) manufacturer's warranty with respect to faulty parts of the Equipment, which endures for the warranty period stipulated by such manufacturer; and
- (b) Services warranty for failures in the Charge Point arising from any act or omission of Radius' technician which are reported to Radius within 12 months of installation of the Charge Point.

6.2 The warranties in clause 6.1 do not cover fault or damage to a Charge Point arising from:

- (a) installation and/or maintenance performed by a person other than Radius or its duly appointed contractor;
- (b) misuse or use of any kind of the Equipment by the Customer that is not in accordance with the User Documentation, or any other instructions issued by Radius regarding the Equipment;
- (c) alterations, repairs, modifications, additions, opening, dismantling or any other interference with the Equipment by the Customer, or any other party, including software modifications, without the prior written consent of Radius;
- (d) the use of any connected equipment (such as a charging cable) that is not supplied to the Customer by Radius;
- (e) Force Majeure Events;

- (f) negligence or damage caused by the Customer or a third party, theft or vandalism;
 - (g) normal ageing and wear-and-tear of the Equipment; or
 - (h) abnormal user conditions that lead to excessive wear-and-tear of the Equipment, for example charging cables left in socket for excessive periods of time.
- 6.3 If the Charge Point fails to function properly the Customer must immediately telephone Radius on 01664 914 088 to report the fault.
- 6.4 Faulty Equipment being repaired or replaced pursuant to a warranty in clause 6.1 may need to be removed and returned to Radius' premises at Radius' sole discretion. If the fault is found to have arisen due to any reason for which a clause 6.1 warranty does not apply, the costs of the removal, repair, replacement, transportation, delivery, reinstallation, diagnostics, call-out fees, and any other costs will be the responsibility of the Customer. Radius reserves the right to suspend the performance of any repair or replacement of the Equipment in accordance with a clause 6.1 warranty at any time until the Customer has paid in full for such repair, replacement and/or associated costs for which the Customer may be responsible.
- 6.5 Repair, modification, or replacement of parts during the warranty periods specified in clause 6.1 will not extend the original warranty period of the Equipment.
- 6.6 Upon receipt of any Equipment returned under clause 6.1, Radius (or the original manufacturer, as applicable) will examine and attempt to remedy any defects identified at its own expense and by whatever means they deem appropriate. Under this warranty, Radius reserves the right (at its sole and exclusive discretion) to supply new or reconditioned equipment to the Customer, by way of repairing the Equipment, or by way of the replacement of the Equipment with a new unit that is of equivalent or better quality than the Equipment originally purchased by the Customer.
- 6.7 Any part or component in the Equipment replaced under a clause 6.1 warranty will become the property of Radius.
- 6.8 If the Customer has subscribed to, and paid for, any ongoing maintenance services contract with Radius, the terms of such contract shall prevail over these Terms & Conditions with respect to the repair or replacement of any faulty Equipment if and to the extent of any conflict.
- 6.9 Except as provided in this clause 6 and under any prevailing maintenance services contract with Radius as referred to in clause 6.8, Radius shall have no liability to the Customer in respect of the failure of the Equipment to comply with these Terms & Conditions. Radius does not provide any product warranty for Customer-Supplied Equipment.

7. CONNECTIVITY AND POWER

- 7.1 The Customer acknowledges that a Charge Point is reliant on the quality of the Customer's ethernet, GSM or Wi-Fi network and signal strength respectively. Radius is not liable if the Charge Point cannot function properly due to insufficient connectivity. During the standard onsite checks referred to in clause 4.7, Radius will test the quality of the ethernet, GSM or Wi-Fi or data transmission and subsequently inform the Customer if Customer Action is required to facilitate normal operation of the Charge Point, which may include Customer purchasing a Wi-Fi extender, GSM antenna, using an ethernet connection or upgrading mobile connectivity. Radius is not liable for loss of signal strength or failure by the cellular provider where GSM connectivity is used. Where the Customer uses Wi-Fi or a hardwired connection from the Charge Point to its own internet connection, the Customer is responsible for the maintenance of this connection.
- 7.2 If a Charge Point is connected to the internet using the Customer supplied ethernet and/or Wi-Fi, the Customer acknowledges and agrees this will utilise the Customer's ethernet or Wi-Fi signal and any data allowance. Any costs incurred with such data usage shall be at the Customer's sole expense.
- 7.3 The Customer acknowledges that operation of the Charge Point at its full power is subject to approval from the relevant DNO in relation to the Delivery Location which Radius will obtain prior to the commencement of the Services. Radius reserves the right to use load management software and/or hardware on Charge Points to ensure the Delivery Location's electrical capacity is not overloaded. Where Charge Points cannot all run at full capacity simultaneously, Radius will advise the Customer of the maximum charge rates available. The DNO may require additional remedial works to be carried out in relation to the installation of the Charge Point at the premises as a result of its review, and this will be a Customer Action to arrange and pay for the DNO's remedial works.
- 7.4 The Customer acknowledges that Radius' installation design is predicated on the electrical infrastructure, the physical infrastructure, and the electrical demand prevailing at the Delivery Location prior to installation (the "**Existing Infrastructure**"), as set out by the Customer in the Pre-Installation Information and, if clause 4.5 applies, in the Onsite Pre-Installation Survey. Following installation, the Customer shall take into account the Charge Point's electrical demand prior to undertaking any material changes to the Existing Infrastructure. Radius disclaims all liability for any damage or electrical issues arising due to changes to the Existing Infrastructure made by the Customer or a third party.

CHARGES

8. PAYING WHAT THE CUSTOMER OWES RADIUS

- 8.1 The Customer shall pay the Charges to Radius in accordance with this clause and as specified in the Sales Order. Unless otherwise specified in the Sales Order, payment of all amounts due shall be made by the Customer within 14 days of the date of invoice.
- 8.2 All Charges payable under the Contract are exclusive of all value-added and other taxes and duties applicable to the supply of the Equipment and/or Services which will be payable by the Customer.
- 8.3 The Customer shall pay each invoice submitted by Radius:
- (a) in full and in cleared funds to a bank account nominated in writing by Radius;
 - (b) without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.
- 8.4 In respect of any special order, bespoke or limited edition Equipment, the Customer must pay in full for such Equipment upfront.
- 8.5 The Fees stated in the Sales Order are based on legislation and regulations in force at the time the Sales Order is issued by Radius to the Customer. Where there is a change in any legislation or regulations after such date ("**Change in Law**"), Radius will be entitled to a fair and reasonable adjustment to the Fees to comply with such Change in Law.

9. WHAT HAPPENS IF THE CUSTOMER DOES NOT PAY RADIUS

- 9.1 If the Customer fails to make a payment due to Radius under the Contract on or before the due date then, without limiting its remedies under clause 12 and 14, Radius may:
- (a) charge the Customer interest on the overdue amount at the rate of 4% per year above the UK base rate of Barclays Bank Plc from time to time (which interest will accrue daily until the date of actual payment and be payable on demand) or claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; and/or
 - (b) at any time after the due date, without notice to the Customer, set off any liability of the Customer to Radius against any liability of Radius or an Affiliate to the Customer such as a deposit held by Radius or an Affiliate, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Terms & Conditions.

9.2 If the Customer does not pay, Radius may take legal proceedings against the Customer and/or against any guarantor of the Customer's obligations under this Contract. This could result in a County Court Judgement being obtained and registered against the Customer and/or any guarantor. If the Customer still fails to pay following judgement, Radius may start bankruptcy or winding up proceedings against the Customer. If the Customer owns property, Radius may apply to the court for a charging order over the Customer's property to secure the money owed to Radius and may subsequently apply to the court for the possession and sale of the Customer's property. If the Customer does not pay any amount due under this Contract on time, Radius can report the Customer's default to a credit reference agency. This could make obtaining credit more difficult for the Customer in the future.

9.3 Any exercise by Radius of its rights under this clause 9 shall not limit or affect any other rights or remedies available to it under these Terms & Conditions or otherwise.

SAFEGUARDING DATA

10. KEEPING THINGS CONFIDENTIAL

10.1 The Customer and Radius agree that for the duration of this Contract and for a subsequent period of three years they will at all times keep any Confidential Information of the other party as confidential and shall not permit the same to be copied, used, disclosed or disposed of except in accordance with this Contract. The provisions of this clause 10 shall not apply to Confidential Information which is already in the public domain or becomes so at a future date other than by breach of this Contract or disclosures of Confidential Information that are:

- (a) required by law or regulation in response to a request from a law enforcement or regulatory body or authority;
- (b) made in connection with a court order or other similar demand;
- (c) made in connection with a contemplated merger, acquisition or similar transaction;
- (d) made to an Affiliate or company related to Radius; or
- (e) made to Radius' service providers for delivering the Services, on behalf of Radius.

11. DATA PROTECTION

11.1 The Customer and Radius will each observe all provisions of the Data Protection Laws. This includes the obligation of the Customer to duly inform involved Data Subjects about the Processing of their Personal Data by Radius under the instruction of the Customer. The Customer

acknowledges that it is their responsibility to conduct all relevant data privacy impact assessments and to assure itself of the basis of its Processing of Personal Data and that its data protection policies are adequate.

- 11.2 The Customer and Radius acknowledge that, in respect of any Personal Data which Radius Processes on behalf of the Customer in connection with this Contract, the Customer shall be the Data Controller and Radius shall be the Data Processor.
- 11.3 Radius shall only collect, Process, store, and use Personal Data:
- (a) to the extent that such is necessary for the performance of the Contract and the improvement of the Services;
 - (b) in accordance with the Customer's lawful, documented, and reasonable instructions (which shall, unless otherwise agreed, be to Process Personal Data to the extent that such is necessary for the performance of the Contract and the improvement of the Services); or
 - (c) as required to comply with the Data Protection Laws.
- 11.4 The Customer instructs Radius to collect, Process, store and use the Personal Data for the purpose as included under clause 11.3 above.
- 11.5 The Customer hereby consents to Radius' appointment of sub-processors who may from time to time be engaged by Radius in support of Radius' provision of the Services to the Customer. Radius warrants that such third parties shall be legally bound to their respective obligations under the provisions of the Data Protection Laws as a Data Processor. Upon the Customer's written request which shall not be exercised more than once in any 12 month period, Radius shall notify the Customer:
- (a) of the identity of any subprocessor(s); and
 - (b) if any Processing is to take place outside of the United Kingdom or the European Economic Area.
- 11.6 The Customer may revoke its consent for the Processing of Personal Data in relation to this Contract at any time. Such revocation must be presented to Radius in writing and shall not affect the Contract and will leave the Customer's obligations (including payment obligations) under the Contract intact. The Customer acknowledges that, as a result of such revocation, Radius may not be able to provide the Services.
- 11.7 Radius shall implement appropriate technical and organisational measures to protect any Personal Data collected under the Contract against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of Processing. Having regard to the state of the art and the cost of their implementation, such measures shall

provide a level of security appropriate to the risks represented by the Processing and the nature of the Personal Data to be protected.

- 11.8 Upon becoming aware of any unauthorised disclosure of Personal Data, Radius shall:
- (a) notify the Customer without undue delay; and
 - (b) co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of that Personal Data breach.
- 11.9 Radius shall:
- (a) ensure that its employees who may have access to the Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
 - (b) cease Processing the Personal Data within 120 days upon termination of the Contract or, if sooner, the Services to which it relates and as soon as possible thereafter, either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contain; and
 - (c) to the extent permitted by law, make available to the Customer such further information and (as applicable) co-operate in the conduct of any audit or review exercise, as the Customer may reasonably require to provide assurance that Radius is operating in compliance with the obligations set out in this clause 11, provided always that this requirement shall not oblige Radius to provide or permit access to information concerning:
 - (i) Radius internal pricing information; (ii) information relating to Radius' other customers (including any pricing information); (iii) any of Radius non-public external reports; (iv) any internal reports prepared by Radius; (v) any intellectual property rights of Radius; or (vi) any information which would infringe Data Protection Law. A maximum of one audit or review may be activated under this clause in any 12 month period provided always that the Customer and Radius shall (acting reasonably) agree a mutually convenient date for the audit or review to take place.
- 11.10 The Customer as Data Controller warrants that:
- (a) it has all authority and consents necessary to enable Radius to Process the Personal Data in accordance with the Data Protection Laws for the purposes of this Contract; and
 - (b) it has complied with and shall, during the Contract, continue to comply with the obligations of a Data Controller under the Data Protection Laws.
- 11.11 The Customer shall indemnify Radius and keep Radius indemnified against all claims, demands, actions, proceedings, damages charges, costs and expenses which may be brought against Radius

in respect of or in connection in any way arising out of or in connection with a breach by the Customer of clause 11.10.

- 11.12 The Customer and Radius acknowledge that they have agreed that the Customer will respond to enquiries from Data Subjects, any governmental and/or judicial body concerning the Processing of Personal Data by Radius and that Radius will, upon request by the Customer, provide reasonable assistance to the Customer for these purposes.
- 11.13 The Annex to these Terms & Conditions sets out the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subject as required by Article 28(3) of UK GDPR or equivalent provisions of any Data Protection Laws. As between the Customer and Radius, nothing in the Annex confers any right or imposes any obligation on either the Customer or Radius.

ENDING THE CONTRACT

12. TERMINATION

- 12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 15 Business Days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 12.2 Without affecting any other right or remedy available to it, Radius may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

13. CONSEQUENCES OF TERMINATION

13.1 On expiry or earlier termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Radius all of Radius' outstanding unpaid invoices and interest and, in respect of Services and Equipment supplied but for which no invoice has been submitted, Radius shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- (b) the Customer shall return all Equipment which has not been fully paid for. If the Customer fails to do so, then Radius may enter the Customer's premises and repossess such Equipment. Until such Equipment returns the physical possession of Radius, the Customer shall be solely responsible for its safekeeping.

13.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

13.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

IF SOMETHING GOES WRONG

14. SUSPENSION

14.1 Without affecting any other right or remedy available to it, Radius may suspend the supply of Services and/or all further deliveries of Equipment under the Contract or any other contract between the Customer and Radius if the Customer:

- (a) fails to pay any amount due under the Contract on the due date for payment; or
- (b) the Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(d), or Radius reasonably believes that the Customer is about to become subject to any of them.

15. FORCE MAJEURE

15.1 If a party is prevented or delayed in the performance of any of its obligations under the Contract by a Force Majeure Event, then that party will be excused from the performance or punctual performance, as the case may be, of its obligation, to the extent that such Force Majeure Event continues and agrees to use reasonable endeavours to overcome or work around the Force Majeure Event so as to be able to perform its obligations under the Contract.

16. HOW TO CONTACT RADIUS WITH A COMPLAINT

16.1 If the Customer has a complaint about this Contract, it should promptly contact Radius' complaints team either:

- (a) via email at cs.charge@radius.com ; or
- (b) via telephone on 01664 914 088, and

Radius will acknowledge the receipt of the complaint within five Business Days and will respond to the complaint within 15 Business Days of receiving it. A full copy of Radius' complaints procedure is available on request.

17. LIMITATION OF LIABILITY

17.1 References to "liability" in this clause 17 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

17.2 Nothing in the Contract shall be deemed to exclude or limit any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 12 of the Sale of Equipment Act 1979 or section 2 of the Supply of Equipment and Services Act 1982 (title and quiet possession).

17.3 Subject to clause 17.2 Radius shall not have liability under this Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; or
- (g) special, indirect or consequential loss.

17.4 Subject to clauses 17.2 and 17.3, Radius' maximum aggregate liability under the Contract for all claims or otherwise shall be limited to the higher of:

- (a) the Charges paid or to be paid by the Customer in the 12 months prior to the date on which the Customer's first claim arose; and
- (b) £10,000.

17.5 This clause 17 shall survive termination of the Contract.

EVERYTHING ELSE

18. TRANSFERRING TO ANOTHER PARTY

- 18.1 Radius may freely assign, transfer or subcontract its rights and obligations under the Contract without the Customer's consent.
- 18.2 The Customer may not without the prior written consent of Radius assign, transfer, charge, license or otherwise dispose of any of its rights or obligations under the Contract.

19. THIRD PARTIES' RIGHTS

- 19.1 Each Contract is made for the benefit of the Customer and Radius and is not intended to benefit any third party or be enforceable by any third party. The right of the Customer or Radius to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Terms & Conditions is not subject to the consent of any third party.

20. NO PARTNERSHIP OR AGENCY ARRANGEMENT

- 20.1 The Contract does not:
 - (a) set up any partnership, exclusive arrangement or joint venture between the parties;
 - (b) make one party the agent of the other party; or
 - (c) authorise either party us to enter any commitments for, or on the behalf of, the other party.

21. NO WAIVER

- 21.1 No breach of any provision of the Terms & Conditions will be waived except with the express written consent of the party not in breach.
- 21.2 Failure or delay by either the Customer or Radius in enforcing or partially enforcing any provision of these Terms & Conditions will not be construed as a waiver of any of its rights under these Terms & Conditions. Any waiver by one party of any breach of, or any default under, any provision of the

Terms & Conditions by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other Terms & Conditions.

22. WHAT HAPPENS IF PART OF THE CONTRACT IS ILLEGAL, INVALID OR UNENFORCEABLE

22.1 If any provision of the Terms & Conditions is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of the Terms & Conditions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Customer and Radius, in which case the entirety of the relevant provision will be deemed to be deleted).

23. MAKING CHANGES TO THE CONTRACT

23.1 Radius shall be entitled to amend these Terms & Conditions by publication on its public-facing website, which amendments shall come into force on the date that the Customer is notified thereof and shall apply to all Contracts whether entered into before or after that date.

24. ENTIRE AGREEMENT

24.1 The Contract constitutes the entire agreement between the Customer and Radius in relation to its subject matter, and supersedes all previous agreements, arrangements and understandings between the Customer and Radius in respect of the Contract.

25. CHOICE OF LAW AND JURISDICTION

25.1 The formation, existence, construction, performance, validity and all aspects of the Contract and the Terms & Conditions shall be governed by English law and the Customer and Radius submit to the exclusive jurisdiction of the English courts.

ANNEX: PERSONAL DATA

This Annex includes certain details of the Processing of Personal Data as required by Article 28(3) UK GDPR or equivalent provisions of any Data Protection Laws.

Subject matter and duration of the Processing of the Personal Data

The subject matter and duration of the Processing of the Personal Data are set out in the Terms & Conditions.

The nature and purpose of the Processing of the Personal Data

The nature and purpose of the Processing of the Personal Data are set out in the Terms & Conditions.

The types of the Personal Data to be Processed

Names and business contact details of the Customer's employees, plus home addresses if they are a Delivery Location, as relevant to the provision of the Goods and/or Services.

The categories of Data Subject to whom the Personal Data relates

Customer's employees as relevant to the provision of the Goods and/or Services.

The obligations and rights of the Data Controller

The obligations and rights of the Data Controller are set out in the Terms & Conditions.