

Terms and Conditions applicable to Volvo Car UK Limited (“VCUK”) Charge Point Offer

(“Charge Point Offer”)

1. The Charge Point Offer means a free NewMotion Home Fast Package which includes a charge point and standard residential installation (the “**Charge Point**”) and is normally priced at £549 (inclusive of the Electric Vehicle Homecharge Scheme (EVHS) grant of up to £350 (including VAT) from the Office for Zero Emission Vehicles (OZEV) (the “**EVHS Grant**”). This Charge Point Offer is available to Volvo business customers with a fleet size of below 50 vehicles who are registered in mainland England, Scotland, Northern Ireland, Isle of Wight or Wales (“**Volvo SME Customer**”), for the benefit of their employees based on the assumption that their employees qualify for the full EVHS Grant. To be eligible for the Charge Point Offer, the following criteria must be met (“**Eligibility Criteria**”):
 - 1.1. the Volvo SME Customer must order a plug-in hybrid Volvo model between 1st April 2021 and 30th June 2021
 - 1.2. the employee of the Volvo SME Customer who will be driving the purchased plug-in hybrid Volvo vehicle (the “**Primary Driver**”) must meet all eligibility criteria for the [EVHS Grant](#) and [NewMotion's Terms & Conditions](#); and
 - 1.3. the Charge Point must be installed at the residential address of the Primary Driver within 90 days of the registration of the plug-in hybrid Volvo vehicle.
2. In the event the Primary Driver does not qualify for the EVHS Grant, VCUK can still provide a Charge Point to the Primary Driver, but the Volvo SME Customer will be responsible for the contribution normally covered by the EVHS Grant. Please note that the Government may amend or remove the EVHS Grant at any time.
3. This Charge Point Offer is not applicable to large corporate customers (defined by fleet size of 50 or more vehicles), retail, rental or motability customers or VCUK Retailers, partners or other third parties.
4. The Charge Point Offer must be requested from a VCUK Retailer at the time the Volvo SME Customer orders a plug-in hybrid Volvo vehicle. In the event the Volvo SME Customer cancels their order of a plug-in hybrid Volvo vehicle after the Charge Point has been installed or breaches any of these Terms and Conditions, the Volvo SME Customer will be responsible for the full cost of a Charge Point (excluding the EVHS Grant).
5. The Charge Point is a product of The New Motion EVSE Limited (registered company number 10296832) (“**NewMotion**”) who are VCUK’s preferred partner of home electric charge points. Once the Charge Point Offer is requested, NewMotion will contact the Primary Driver, and subject to the Eligibility Criteria being met, will install the Charge Point. The Primary Driver will enter into a direct contractual relationship with NewMotion for the Charge Point and be responsible for any non-standard or additional installation costs. VCUK does not warrant or accept responsibility for that direct contract with NewMotion or for any losses, injury or damage which arise as a result of the installation or the performance of the Charge Point.
6. In order to access the Charge Point Offer, the supplying VCUK Retailer will be required to transfer Volvo SME Customer employee personal data to NewMotion. The Volvo SME Customer must obtain consent for such transfer from their employee who will be the Primary Driver before transferring such personal information to the supplying VCUK Retailer. The supplying VCUK Retailer will be responsible for checking relevant consent is in place from the Primary Driver before passing such data to NewMotion for the purpose of fulfilling the Charge Point Offer. The supplying VCUK Retailer’s privacy policy can be found [here](#). Full details of NewMotion’s privacy policy can be found [here](#). The Primary Driver will be contacted by NewMotion in relation to this Charge Point Offer and installation.
7. VCUK and NewMotion reserve the right to suspend, cancel or amend the Charge Point Offer and/or revise these terms and conditions at any time without giving prior notice. This Charge Point Offer is non-exchangeable, non-negotiable, non-transferable and no cash alternative is offered. This Charge Point Offer is provided by Volvo Car UK Limited. These Terms and Conditions are governed by the laws of England and Wales and as determined by the courts of England and Wales.