

Head of Terms for Managed Services Agreement between Swarco and Customer

The purpose of these heads of terms is to provide a profile of the fundamental commercial and legal terms under which Swarco will provide an electric car charging point service to third party motorists on the Customers premises.

The intention of both parties is that these terms are not legally binding but will form the basis of a written contract to be agreed by both parties in due course.

Parties	
'Customer'	<i>Car Park, Foss Orchard, Main Street, Chideock</i>
'Swarco'	Swarco UK Limited, Unit 1 Maxted Corner, Maxted Road, Hemel Hempstead, HP2 7RA (company number: 2754698)

Background	
Premises	The Customer is the owner of a plot of land suitable for the installation and operation of electric car chargers. This plot will be the subject of a lease to be granted by the Customer to Highways England.
Services	Swarco own and operate the e.Connect national electric car charging network for drivers to re-charge their electric vehicle batteries.
Relationship	The Customer and Swarco wish to enter into an agreement for Swarco to provide the Managed Services on the Premises and a lease of the Premises.

Definitions	
End Users	Users of electric vehicles that wish to re-charge their car batteries for a Fee using the Swarco e.Connect national electric car charging network.
Fee	Tariff set by Swarco for payment in consideration for Swarco recharging the End Users electric vehicle battery.
Highways England	Highways England is a government organisation that are involved in the deployment of an electric vehicle charging infrastructure across the UK.

Managed Services	Mobilisation, utilities, supply, installation, commissioning, operation, product insurance, product warranty, revenue collection, maintenance, support and demobilisation relating to assets connected to the Swarco e.Connect national electric vehicle charging network.
Term	The term shall be 7 years from the commencement date to the expiry date.

Agreement	
Condition Precedent	<p>Before any Agreement comes into force the conditions shall be met:</p> <ul style="list-style-type: none"> • these Head of Terms are signed by both Parties; • the Customer to provide Swarco with the Land Registry Compliant Plan (boundary drawing) for the Premises; • the Customer to provide Swarco with the Freehold / Leasehold Title numbers of the Premises.

Customer Obligations	
Right of Access	The Customer shall be responsible for ensuring the Installer of the Assets, Utility Services, Emergency Services, etc have access to the premises at all times.
Permissions	The Customer shall obtain and maintain consents, licences and permissions necessary to enable Swarco to provide the Managed Service on the Premises. Planning permission (where applicable) will be covered by Swarco
Unobstructed Parking	The Customer shall be responsible for ensuring End Users have unobstructed vehicle parking at the Premises for the duration of the Term.
General Site Cleaning	The Customer shall be responsible for the cleaning of litter and the general appearance of the Premises.
Customer Costs	The Customer shall be responsible for its own costs in relation to any legal documentation or obligations under the Agreement.

Swarco and Highways England Obligations	
Provision of Managed Services	Swarco shall be responsible for providing the End Users with the Managed Service.

Utilities and Connections	Swarco shall arrange for all utilities, infrastructure and connections required to operate the chargers.
Operations	Swarco shall ensure the smooth running and operation of the Managed Services.
Ownership	Highways England retain property and title in all assets installed at the Premises.
Signage	Highways England shall provide signage suitable for identifying the charging unit to the End User.
Mobilisation schedule	Swarco shall provide the Customer with a project plan with milestones for the mobilisation of the Managed Services.
Asset Costs	Highways England agree to pay all the hardware costs.
Power Upgrade Costs	Highways England agree to pay all the power upgrade costs.
Utility Costs	Swarco agree to pay all utility costs.
Installation Costs	Highways England agree to pay all installation costs.
Running Costs	Swarco agree to pay all operating and repair costs throughout the term.
Demobilisation	If Swarco, the host and Highways England cannot agree to either continue or replace / upgrade the charging station on site, Swarco shall be responsible for the demobilisation of the chargers upon completion of the Term.
End User Agreements	Swarco shall provide the End Users with Terms and Conditions of Use and Privacy Policy.
Customer Care	Swarco shall deal with all customer queries and e.Connect has processes in place to ensure appropriate customer focus.
Instructions	Swarco shall provide the End User instructions for the safe use of the charging units.
Swarco Costs	Swarco shall be responsible for its own costs in relation to any legal documentation or obligations under the Agreement.

Lease Agreement

Lease	Highways England shall enter into a lease agreement with the Customer (see lease agreement).
Underlease	Swarco shall enter into an underlease agreement with Highways England (see underlease agreement).
Lease Renewal Terms	Refer to the lease and underlease terms and conditions for Renewal, Termination and other details.

Tariffs and Revenue	
Tariffs	Swarco shall set all tariffs
Revenue	Swarco shall collect all revenue via the e.Connect back office system, RFID cards or contactless payment system mounted in the charger.
Host Rental	In consideration for the use of the Premises Swarco shall pay the Customer an annual rental fee of £1,000.00 for the parking spaces.
V.A.T	The Swarco £1,000.00 rental includes V.A.T

Service	
e.Connect	The management of the chargers and payment collection service is managed by the Swarco e.Connect back office. Full 24/7 customer care will be provided to the user by Swarco along with charger management services for the Customer

Payment Terms	
Payment Terms	The complete terms of payment shall be set out in the Agreement.
Rental Payment Initiation	The Swarco payment of £1,000.00 will be made once the charging station has been commissioned. The contract term will start from this date.

Confidentiality	
Confidential Information	Provisions shall be agreed by both parties to keep any confidential information secure and return each party's confidential information upon expiry or termination of the Agreement.

Termination	
Insolvency	Either party can terminate the Agreement if the other party becomes insolvent.
Breach of Contract	Either party can terminate if either party commits a persistent or irremediable material breach of the Agreement
Consequences of Termination	On termination of the Agreement:

	<ul style="list-style-type: none"> • each party shall return or destroy any documents or information provided to it by the other party; • Swarco shall demobilise and return the Premises to the state it was in prior to Mobilisation or as mutually agreed with the Customer at the time of termination.
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Intellectual Property Rights	
Intellectual Property Rights	Swarco retain all background and foreground Intellectual Property Rights in the Managed Services.

General Clauses	
Liability	<ul style="list-style-type: none"> • Nothing in the Agreement shall limit or exclude a party's liability for death of personal injury caused by its negligence, or that of its employees, agents or sub-contractors, for fraud or fraudulent misrepresentation. • Swarco's total liability to the Customer in connection with the Agreement shall be limited to the annual rental fee for the site.
Warranties	<p>Each Party shall Warrant that:</p> <ul style="list-style-type: none"> • it has full power and authority to carry out the actions which it is obliged to carry out under the Agreement; • its entry into and performance of the Agreement will not cause it to be in breach of any obligations to a third party; • all other warranties will be excluded.
Indemnities	<ul style="list-style-type: none"> • Customer shall indemnify Swarco against third party claims due to the Customers fault • Swarco shall indemnify Customer against third party claims due to Swarco's fault.
Compliance	Each party shall, at its own expense, comply with its legal and regulatory obligations,

	including data protection and anti-bribery obligations.
Third Party Rights	The agreement shall not give rise to any third party rights.
Assign	Neither party may assign or novate its rights or obligations without the consent of the other party.
Law	English law and courts of England and Wales shall apply.
Boilerplate clauses	The Agreement shall contain all the usual boilerplate clauses such as but not limited to: <ul style="list-style-type: none"> • variations • severance • notices • entire agreement clauses

Signed for each party

Customer	Swarco UK Limited
Name	Name
Title	Title
Date	Date