

Contract for the use of electric vehicle public charging points in Malta and Gozo

Date: _____

Customer Details

Customer Mrs. / Mr. / Company / Other _____

Name and surname / Company name: _____

Date of birth / Co. Reg. date: ___/___/___ ID card No. / Co. Reg. No.: _____

Address: _____

E-mail: _____

Mobile: _____

- For an individual: copy of ID card both sides.
- For a Company: a certified copy of the memorandum and articles plus board resolution

Prices, Duration and Terms

Service fee	€0.20/kWhr (Units)
Access fee (1)	<input type="checkbox"/> 16 Amp €5.95/Month
	<input type="checkbox"/> 32 Amp €12.00/Month
Cash guarantee	€100.00
Contract fee	€50.00/one-time charge
Reconnection/Reactivation fee	€25.00

(1) Charged on the first day of every month or part thereof
(2) All prices Incl. VAT

By signing this service agreement both parties declare that they are authorized to do so and that they fully understand the contents and meaning of this agreement and accept the terms and conditions set out below.

Customer

Solar Solutions Ltd.
as agent for Enemalta plc

Print Name



Payment terms

Payment can be done as follows;

- Through direct payment on your EV Account using a credit or debit card
- In cash or cheque at Solar Solutions Ltd.
- Transfer to the following bank account;
 - Account Name: Solar Solutions Ltd.
 - Bank : HSBC
 - Account : 075104224001
 - IBAN : MT95 MMEB 4475 0000 0000 7510 4224 004
 - SWIFT: MMEBMTMT

Whichever option is used you have a 30-day time frame from billing date to settle your account, including any outstanding amounts that might exist. If not settled your contract identification number (CID) shall be blocked and will only be reactivated at the above charges. The reactivation of your CID will have to be done at Agent's retail outlet. Furthermore, you are accepting that Agent shall charge interest at the maximum rate allowable at law, which interest will have to be paid for prior to reactivation of your CID.

This contract has a term of 12 months from date of signing. It shall be extended by a further equivalent period, unless either party terminate.

When signing this contract, you are accepting the above rates and that any unpaid balances due on your account will be deducted from the above-mentioned guarantee on contract. If on termination all balances due to Agent would have been settled, either by deduction from the guarantee or otherwise, the balance of the guarantee amount after deduction shall be refunded.

Power supply

Solar Solutions Ltd, as Enemalta plc. appointed agent (hereinafter referred to as the 'Agent') grants you access and use ("power supply") of public charging stations and charging stations in Malta and Gozo under certain terms and conditions as listed in this contract.

This agreement is exclusively between the customer and Agent.

Ministry of Transport and Infrastructure with Life Plus program

Access and use, as defined in this agreement, of the publicly accessible charging stations is hereby being granted by Solar Solutions Ltd. as the contracted partner with the Ministry of Transport and Infrastructure in conjunction with the Life Plus program.

Privacy Policy

For billing processing of electricity used, Agent transmits data to a third party in Germany. By signing this agreement, you are accepting that the CID shall be used as a source of identification. No personal data shall be given to any third party without the prior written consent of the customer. However, by signing this agreement you are aware that Agent is acting on behalf of Enemalta plc and that you are finally the client of Enemalta plc. You are therefore confirming that Enemalta plc has the right to view, ask for and analyze any data available to Agent in relation to the electric car charging points and the electricity supplied therein.

Conditions

Termination: Your contract is for a fixed term and can only be terminated before that term in writing by either party as provided herein. Either party shall be required to inform the other party of their intention to terminate by giving 14 days' notice in writing by letter or email (contact details below) before the term expires

To: Solar Solutions Ltd., 2/3 Triq tal-Balal, Xwiedi l/o Gharghur GHR9043. Malta.

Email: administration@solarsolutions.com.mt

Price changes in electricity supply and charges

On signing this agreement, you are confirming that you are aware that electricity rates are established by Enemalta plc through the applicable legal structures. You are also confirming and accepting any tariff established by Enemalta plc for the supply of electricity to electric vehicles and passed onto the Agent as their agent. You are therefore accepting that Enemalta plc can amend electricity rates without notice and that Agent is not obliged to inform its clients of any amendment/s in rates. Agent shall however do its utmost to inform clients through web channels. The current link is: <http://www.enemalta.com.mt/index.aspx?cat=2&art=5&art1=9>. Account management fees are charged by the system administrator. These charges can only change after customer has been informed via e-mail of changes if any.

Supply of Electricity

The electricity supplied from the charging point/s is supplied by Enemalta plc through its grid infrastructure and according to the applicable laws and regulations. Accordingly, the provisions of the Enemalta Act [CAP 272] and the Electricity Supply Regulations [S.L. 423.01] shall apply to the provision of electricity service to the charging pillar infrastructure that is owned by MTI. On signing this agreement you are accepting that you shall not hold Agent liable for not having been able to provide electricity at a charging point/s.

Agent shall not be liable for any interruption/s or irregularity/s in the provision of the electric supply unless Agent was negligent in the discharge of its duties. Neither shall Agent be liable for any reduction in the number of charging points available in Malta and Gozo from time to time, or for any charging points which are not functioning at any point in time. Agent shall inform its customer/s if any of its charging points are inoperative through the website <http://www.electricvehiclesmalta.eu/chargingstations>

Entire Agreement

Agent and customer agree that this agreement together with its schedules is the only final form, this agreement shall follow, and that no other agreement exists to regulate the relationship, in so far as the supply of electricity to electric vehicles is concerned. This contract shall be governed by the laws of Malta and the Maltese Courts shall have exclusive jurisdiction in respect of any dispute, suit, action or proceedings which may arise out of or in connection with this contract.

Schedule A

- a. "Agreement" means this agreement executed on the date hereinbefore mentioned between the Agent and customer;
- b. "Power Supply" means the payment due to Agent by the customer for the access to the supply of electricity pursuant to this Agreement;
- c. "Charging Points" means public smart charging points from which electrical energy may be safely supplied to electric vehicles, installed in parking bays approved by Transport Malta;
- d. "Client Data" means the data originating from the charging point;
- e. "Effective Date" means the date of this agreement
- f. "Agent" means Solar Solutions Ltd. as agents to Enemalta plc, as regulated by an agency agreement signed between Solar Solutions Ltd and Enemalta plc.
- g. "Force Majeure" means an exceptional event or circumstance which (a) is beyond a party's control, (b) which such Party could not reasonably have provided against before entering into the Agreement, (c) which, having arisen, such party could not reasonably have avoided or overcome and (d) which is not substantially attributable to the other party;
- h. "Government" means the Government of Malta, or its representative. In this agreement the Ministry of Transport and Infrastructure (MTI).
- i. "Parties" means the parties to this Agreement and "Party" shall mean any one of them;
- j. "Guarantee" means an amount payable to Agent which can be deducted against any balance due to Agent at any time without the need for authorization from client
- k. "Service" means the access to the supply of electricity to End Users from the Charging Points situated in the Parking Bays as supplied by Enemalta plc;
- l. "Service Fee" means the fee charged by the Agent to an End User for the provision of the Service, which fee shall be that established pursuant to Clause 6;
- m. "Electricity meters" means the meter/s in every charging point owned by MTI that exist inside the charging points and subject to the terms and conditions of this Agreement and the agency agreement sign by Agent for metering electricity supplied to the Charging Points for the electric vehicles;
- n. "Statement" means the monthly statement issued on the customer's account on the web portal;
- o. "Term" means the period as established in clause 6 commencing from the Effective Date.
- p. "Solar Solutions Ltd." means a limited liability company with registration number C36609 who is also responsible for the maintenance and management of the electric vehicle charging point infrastructure in Malta and Gozo, who is appearing on this agreement only as Agent as defined in clause 'f' above
- q. "system administrator" means RWE Effizienz GmbH that provides its service through Solar Solutions Ltd.

The use of the charging points and other user information can be found at <http://www.electricvehiclesmalta.eu/>