


SUSTAINABLE TRANSPORT FORUM



Basic set of documents on AC recharging infrastructure:

- Template recharging
infrastructure agreement

Colophon

Donec finibus, purus sit amet pulvinar condimentum, turpis arcu rhoncus ipsum, ut pellentesque est odio ut turpis. Nunc dignissim ullamcorper laoreet. Maecenas eget porta mauris, ut vulputate urna. Maecenas lacus ex, scelerisque id imperdiet nec, molestie vitae nibh. Sed iaculis odio at nulla congue faucibus.



**SUSTAINABLE
TRANSPORT
FORUM**

The undersigned,

1. *[name of commissioning party]*,

legally represented for this purpose by *[name + function]*, hereinafter referred to as ‘the Commissioning Party’,

and

2. *[name of contractor]*,

legally represented for this purpose by *[name + function]*, KvK (Chamber of Commerce) No *[KvK number]*, hereinafter referred to as ‘the Contractor’, the Commissioning Party and the Contractor together being referred to as ‘the Parties’,

Considering:

- a. the desire to conclude an agreement on the installation, *[option: management and maintenance]*, *[option: operation]* of recharging infrastructure [insert location(s)];
- b. *[any additional considerations]*.

Definitions

Have agreed as follows:

Article 1. Subject of the agreement

1.1. The Commissioning Party has awarded a contract for the installation, *[option: management and maintenance]*, *[option: operation]* of recharging infrastructure.

1.2. It concerns recharging infrastructure in *[option: the public space for one or more recharging stations, irrespective of the number of sockets, on a single grid connection]*, *[option: multi-storey car parks]*, *[option: complete as required]*.

1.3. The Contractor has accepted this contract and shall install, *[option: manage and maintain]*, *[option: operate]* recharging infrastructure *[option: and supply energy]* in accordance with the Schedule of Requirements *[option: and other documents]*.

Article 2. Terms and conditions

2.1. The Contract shall be governed by the General Terms and Conditions of Purchase *[title of terms and conditions of purchase]*. The Parties agree that the General Contractor Terms and Conditions do not apply to this Agreement.

Article 3. Establishment, timing and duration of the contract

3.1. The Agreement shall be concluded upon signature of the contract by both Parties.

3.2. The Agreement shall enter into force on [date]. The Agreement shall last for a period of [xx] years and shall therefore expire on [date].

[Optional articles]

[The installation period shall run for a period of [xx] years from the date of signature of the contract [option: with the possibility of extending this period by [xx] years]. If the Parties wish to extend the installation period, they shall agree on this [xx] months before the end of the installation period.]

[During the installation period, the Contractor shall have the exclusive right and the obligation to install recharging stations where the location and application conditions set out in the Schedule of Requirements are met. This exclusivity applies to one or more recharging points, irrespective of the number of sockets, on a single grid connection with a maximum capacity of 3x35 A. Exclusivity does not cover recharging stations that must be permitted by the concessionaire.]

[If, once the contract has been awarded, the Contractor fails to comply with [the Schedule of Requirements], [any other documents], a penalty of [EUR] per requirement / other criteria may be imposed per day/week/month for each infringement. The maximum penalty is [EUR] (excluding VAT).]

[Without prejudice to other provisions, the Commissioning Party shall have the right to terminate the contract if the Contractor fails to fulfil its obligations in accordance with the Agreement, fails to do so in good time, or fails to do so at all.]

[The Commissioning Party may terminate this Agreement with 3 months' notice if a procedure initiated by a third party prohibits the Commissioning Party from giving effect to this Agreement or if the Commissioning Party is ordered to terminate this Agreement.]

[If this Agreement is annulled under the Procurement Act, the Contractor shall not receive any compensation for costs or loss of profit.]

Article 4. Contractor's obligations

4.1. The Contractor shall be bound by the obligations laid down in this contract.

Article 5. Commissioning Party's obligations

[Optional articles]

[Assessing the recharging location(s) in accordance with the application and construction process as set out in the Schedule of Requirements.]

[Authorising the Contractor to install and operate recharging stations at the locations approved by the Commissioning Party.]

[If necessary, conducting a traffic order procedure. By means of a traffic order, the Commissioning Party allocates at least one and preferably two parking spaces at the location exclusively for the purpose of recharging electric vehicles.]

[Keeping the recharging locations themselves accessible and maintaining them.]

[Within the limits of its responsibility, carrying out supervision and parking management in accordance with the rules in force at the recharging location in question. In addition, the Commissioning Party shall encourage other supervisory, management and enforcement bodies to react constructively if a recharging location is not being used correctly.]

Article 6. Prices and tariffs

6.1. The Contractor shall provide the supplies and services requested at prices [price breakdown].

6.2. The price shall cover all the services to be provided by the Contractor under this Agreement and shall be exclusive of VAT.

6.3. The prices agreed shall be fixed until [x years after the entry into force of the Agreement].

6.4. [Include indexation. The following guidelines apply:

- Energy tariffs should be linked to current energy prices.
- Changes in energy tax and the sustainable energy surcharge may be taken into account in prices.
- Changes in grid operator costs may be included in prices.]

6.5. The Commissioning Party shall not subsequently incur costs which were not stated in advance by the Contractor. It shall also not subsequently pay them.

Article 7. Invoicing and payment

7.1. Invoicing shall be done [per month/quarter/etc.]. The invoice shall contain a breakdown of the services/supplies provided.

7.2. All invoices shall bear a reference number specifically issued by the Contractor for the purpose of the contract.

7.3. The Contractor may send invoices resulting from this Agreement to [(email) address].

Article 8. Ranking of documents

8.1. If the documents referred to in this Agreement contradict one another, the following order shall apply. Documents with a higher ranking take precedence over those with a lower ranking:

- 1) this Agreement;
- 2) the Schedule of Requirements;
- 3) *[other documents]*.

Article 9. Compliance with the Agreement

9.1. The Contractor shall ensure that the products and services to be provided by it or on its behalf comply with the agreed specifications as laid down in this Agreement, related documents and the law and regulations in force.

9.2. The Contractor undertakes to take all measures, at its own expense, to ensure that the performance of the work does not come to a halt and that any damage to the contractor is limited, provided that these circumstances are reasonably within the Contractor's sphere of influence.

9.3 The Contractor shall deal with negative findings, errors and deficiencies identified by the Commissioning Party and reported to the Contractor in the same way as anomalies found by the Contractor itself.

Article 10. Contact persons and communication

10.1. The Commissioning Party and the Contractor shall each designate a contact person so that communication between the Parties takes place through those contact persons.

Article 11. Confidentiality

11.1. The Contractor shall be bound by the obligation not to disclose any confidential information it encounters during the implementation of this Agreement.

Article 12. Applicable law and disputes

12.1. This Agreement, including its creation and interpretation, is subject to Dutch law.

12.2. The Parties shall resolve their disputes through appropriate dialogue, where possible.

12.3. If, as regards the implementation of this Agreement, it appears that any provisions of the Agreement are not valid, that fact shall not in any way affect the legal force of the other provisions. The Parties shall then, by mutual agreement, replace such provisions with legally valid provisions that most closely match the Parties' original intentions.

Article 13. Final provisions

13.1. Amendments to this Agreement shall be binding only if they are expressly agreed in writing between the Parties.

13.2. The Contractor declares that, in the context of the award of this contract, it has not offered or given an advantage, or arranged for an advantage to be given or offered, nor will it offer or give an advantage, or arrange for an advantage to be given or offered, to the Commissioning Party’s staff. It will also refrain from doing so with the aim of persuading persons employed by the Commissioning Party to engage in or forgo an action.

Done and signed in duplicate at

[place], 18 September 2023

.....

Commissioning Party

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Contractor