

ZAP VEHICLE CHARGING

SCHOOL SPONSORSHIP PACKAGE AGREEMENT

Free or heavily subsidised EV charging installations supported by Zap sponsorship

IMPORTANT: Where Zap has expressly confirmed a 100% sponsored / £0 school-contribution installation, the purchase-order and invoicing process in this Agreement does not create an installation charge payable by the School. It records the separate sponsorship and promotional arrangements between the parties.

1. Definitions

Sponsor: Zap Vehicle Charging Ltd ("Zap").

School: The partnering state-funded school, college or other educational institution entering into this Agreement.

Agreement: This School Sponsorship Package Agreement together with any signed cover sheet, written quotation or written variation expressly incorporated into it.

Installation: The supply and installation of electric vehicle (EV) charging units and associated installation works.

Sponsorship Package: The free or heavily discounted Installation and associated commercial sponsorship and promotional arrangement described in this Agreement.

Sponsorship Value: The value of sponsorship provided by Zap and recorded in the relevant Purchase Order or other written confirmation.

Purchase Order: A purchase order issued by Zap to record the agreed sponsorship, advertising and/or promotional services to be supplied by the School under this Agreement.

2. Scope of Sponsorship

2.1 Zap may supply and install EV chargers at the School at no cost to the School or at a heavily discounted cost, as confirmed in Zap's written proposal or quotation.

2.2 The level of sponsorship is determined by Zap having regard to the project design, grant funding, installation complexity, groundworks, cable routes, equipment, labour, materials and other relevant project costs.

2.3 Where Zap has confirmed in writing that the School's contribution is £0, that £0 contribution remains the agreed installation contribution unless both parties subsequently agree a written variation.

2.4 Zap may incur a loss or reduced margin on a sponsored Installation. Zap's commercial return may arise from supplier/material rebates, subcontractor or labour discounts, future business and referrals, promotional exposure, and the accounting and VAT treatment of genuine sponsorship/promotional supplies, where applicable.

2.5 Nothing in this Agreement guarantees any particular tax treatment. VAT will be dealt with in accordance with applicable law and the VAT status of the relevant parties.

3. School Sponsorship & Promotional Obligations

In consideration of the Sponsorship Package, the School agrees, subject to its relevant policies and reasonable approval procedures, to:

- Include a mention of Zap in at least one newsletter or communication to parents each term during the agreed promotional period, promoting Zap's domestic and commercial EV charging services and, where appropriate, the work completed at the School.
- Permit Zap to install one reasonable promotional banner on School premises for a minimum of 6 months, with location and content agreed with the School.
- Where mutually agreed, accept additional sponsorship from Zap for activities such as sports kits, trips or events, which may include event-specific banners or verbal acknowledgement.
- Provide reasonable cooperation with the Purchase Order and invoicing procedure set out in Section 4, subject always to the School's legal, financial and VAT obligations.

All promotional content and use of the School's name or logo must comply with the School's policies and be approved where required.

4. Sponsorship Consideration, Purchase Orders, Invoicing & VAT

4.1 Nature of the arrangement

The Zap School Sponsorship Package is a commercial sponsorship arrangement. In consideration for Zap providing financial sponsorship towards the School's EV charging Installation, the School agrees to provide the promotional and marketing benefits described in Section 3.

4.2 No additional installation charge

Where Zap has confirmed that the Installation is being provided on a 100% sponsored / £0 School-contribution basis, the Purchase Order and invoicing procedure described in this Section does not create an additional Installation charge payable by the School and does not alter the agreed £0 School contribution.

4.3 Sponsorship Value

Zap will confirm the agreed Sponsorship Value in writing. This may correspond with all or part of the commercial sponsorship provided by Zap in connection with the Installation.

4.4 Purchase Order

Where required as part of the sponsorship accounting arrangements, Zap may issue the School with a Purchase Order identifying the agreed value of the sponsorship and the corresponding advertising and/or promotional services being supplied by the School to Zap under this Agreement.

4.5 School invoice

The School agrees, where applicable and where it is legally entitled to do so, to provide Zap with an invoice corresponding with the Purchase Order for the sponsorship, advertising and/or promotional services supplied by the School to Zap under this Agreement.

For the avoidance of doubt, an invoice issued under this Section is not an invoice from Zap to the School for the EV charger Installation. It records the separate sponsorship/promotional supply made by the School to Zap.

4.6 VAT

VAT shall only be shown, charged or reclaimed where legally applicable. Where the School is VAT-registered, or otherwise legally required and entitled to charge VAT on the relevant taxable supply, the School shall issue an appropriate VAT invoice in accordance with applicable VAT legislation and HMRC requirements.

Where the School is not legally entitled to charge VAT, it must not add VAT to an invoice merely because a Zap Purchase Order contains a VAT figure. The parties will apply the appropriate treatment having regard to the School's VAT status and the nature of the supply.

4.7 Illustrative example

For illustration only, where the agreed Sponsorship Value is £7,500 including VAT and the School is legally entitled to charge VAT at 20%, the documentation may show:

Description	Amount
Sponsorship / promotional services	£6,250.00
VAT at 20%	£1,250.00
Total	£7,500.00

This example does not mean that the School owes Zap £7,500. Where the Installation was expressly agreed at £0 School contribution, the Purchase Order/invoice documentation does not convert that arrangement into a charge to the School.

4.8 Cooperation and records

The School will provide reasonable accounting documentation required to record the sponsorship arrangement, subject always to the School issuing only documents that it is legally entitled to issue and to its own financial-control procedures.

4.9 No retrospective installation charge

Nothing in this Section permits Zap to retrospectively charge a School for an Installation expressly agreed in writing to be provided at £0 School contribution, except where a separate written variation has subsequently been agreed and signed by both parties.

5. Rebates and Commercial Recovery

5.1 Any supplier, manufacturer, material, subcontractor or other commercial rebates or discounts obtained by Zap are retained by Zap and may be used to offset the cost or loss associated with sponsored Installations.

5.2 The School has no entitlement to such rebates or discounts unless expressly agreed otherwise in writing.

5.3 Zap may also benefit commercially from referrals, repeat business and the promotional exposure provided under this Agreement.

5.4 Failure by Zap to achieve an anticipated rebate, discount or commercial return will not, by itself, create a retrospective Installation charge for a School whose contribution was expressly agreed in writing as £0.

6. Marketing & Promotion

6.1 Zap's brand and messaging on banners, newsletters and sponsored events shall adhere to the School's relevant policies and guidelines.

6.2 Approval from the School's communications lead or other authorised representative is required before School-controlled promotional material is distributed.

6.3 All promotional content must comply with applicable UK advertising law and regulation.

7. Term & Termination

7.1 This Agreement takes effect from the date of signature or, where signed after Installation, from the date stated on the signature page. The promotional obligations will continue for at least 6 months from installation of the agreed banner unless otherwise agreed in writing.

7.2 Either party may terminate this Agreement on 30 days' written notice where the other party materially breaches the Agreement and fails to remedy that breach within 14 days of written notice, or where either party enters insolvency or becomes unable to perform its obligations.

7.3 On termination, Zap may remove its banners and cease future promotional support. Termination does not create a retrospective Installation charge where the School's contribution was expressly agreed as £0.

8. Liability, Workmanship & Warranties

8.1 Zap remains responsible for its Installation workmanship and for administering applicable product warranties in accordance with their terms.

8.2 Nothing in this Agreement excludes or limits liability where it would be unlawful to do so.

8.3 Each party remains responsible for loss or claims caused by its own negligence, breach of contract or misuse of the other party's branding, subject to applicable law.

9. Data, Intellectual Property & Branding

9.1 Zap grants the School a non-exclusive licence to use Zap trademarks solely for agreed promotional activities under this Agreement.

9.2 The School grants Zap a non-exclusive licence to use the School's name and logo for agreed promotional materials during the term of this Agreement.

9.3 All material uses of branding must be approved in writing by the relevant party before publication.

10. Confidentiality

10.1 Each party will treat non-public commercial information shared in connection with this Agreement as confidential.

10.2 Confidential information will not be disclosed without prior consent except where disclosure is required by law, regulation, audit, funding requirements or a competent authority.

10.3 These confidentiality obligations continue for 12 months after termination of this Agreement.

11. Force Majeure

Neither party is liable for delay or failure to perform an obligation caused by circumstances beyond its reasonable control, including significant supply-chain disruption, strikes, utility failure, extreme weather or similar events, provided the affected party takes reasonable steps to mitigate the impact.

12. Governing Law & Jurisdiction

This Agreement is governed by the laws of England and Wales, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement & Variations

13.1 This Agreement, together with any signed cover sheet, written quotation and written variation expressly incorporated into it, records the agreement between the parties concerning the Sponsorship Package.

13.2 Any amendment to this Agreement must be recorded in writing and agreed by authorised representatives of both parties.

13.3 Nothing in this Agreement is intended to override an express written confirmation already issued by Zap stating that a completed Installation was provided at £0 School contribution, unless the parties expressly agree otherwise in writing.

14. Confirmation & Signatures

By signing below, the parties confirm that they have read and understood this Agreement, including the distinction between (a) any School contribution towards the EV charger Installation and (b) the separate sponsorship, advertising and promotional accounting arrangements described in Section 4.

School / Institution Name:	
School Address:	
Authorised Representative:	
Position:	
Signature:	
Date:	
Zap Vehicle Charging Ltd Representative:	
Signature / Date:	

IMPORTANT VAT NOTE

The VAT treatment of sponsorship can depend on the legal and VAT status of the School and the nature of the supply. This Agreement does not require a School to charge VAT where it is not legally entitled to do so. Zap should obtain appropriate tax/accounting advice for the application of these provisions to individual transactions.