

USE OF ELECTRIC VEHICLE CHARGING STATIONS

TERMS AND CONDITIONS

Effective from 1 March 2016

AGREEMENT

By using one of our Charging Stations to which these Terms and Conditions apply, you acknowledge that you have read and understood these Terms and Conditions, and that you agree to be bound by them. If you do not agree to be bound by these Terms and Conditions, you must not use the Charging Station and you must not actively or passively prevent or obstruct any other person or vehicle from having access to the Charging Station.

WHAT YOU NEED TO DO

1. You must take all reasonable efforts to make sure that you follow the instructions that are displayed on or near the Charging Station. These instructions may change at any time and it is your responsibility to make sure that you follow the instructions that are displayed at the time you use the Charging Station.
2. The driver's handbook for your EV describes how to recharge your EV safely and efficiently, and you must take all reasonable efforts to recharge your EV in accordance with the guidelines in the driver's handbook.
3. You must only use, or attempt to use, our Charging Station for recharging an EV if your EV is compatible with that Charging Station.
4. Your use of one of our Charging Stations must be fair and reasonable, and must not be excessive. If, in our or Orion's discretion, we consider that your usage is unfair, unreasonable or excessive, either we or Orion may immediately suspend, modify or restrict your access to any or all Charging Stations to which these Terms and Conditions apply.
5. You must not use one of our Charging Stations in a way that will put the Charging Station, you, any other person, your EV or any other person's EV at unnecessary risk.
6. If you are not the owner of the EV you wish to recharge at one of our Charging Stations, you warrant that the owner has authorised you to use one of our Charging Stations and, by connecting the EV to the Charging Station, you have authority to bind the owner to these Terms and Conditions.
7. You acknowledge that our Charging Stations will not be supervised and that you will use them at your own risk.
8. When you are using one of our Charging Stations you agree to keep the area around the Charging Station clean and tidy, and to comply with any reasonable request the property owner makes when you are using that Charging Station including any request to immediately suspend, modify or restrict your access to the Charging Station.
9. You must comply with any reasonable request we make of you when you are using one of our Charging Stations.

10. You must comply with your duties under the HSW Act, including but not limited to:
 - 10.1 taking reasonable care of your health and safety;
 - 10.2 taking reasonable care that your acts and omissions do not adversely affect the health and safety of any other person; and
 - 10.3 complying as far as you are reasonably able, with any reasonable instruction that is given to you by us to allow us to comply with the HSW Act.
11. If there are any faults or you have any issues with any of our Charging Stations, please contact Orion by telephone on 03 363 9898 as soon as reasonably possible.

YOUR LIABILITY TO US

12. You will be liable to us, and you will be required to indemnify us, as a result of any direct or indirect loss or damage that we or one of our Charging Stations may suffer as a result of you using or having used one of our Charging Stations.
13. By using one of our Charging Stations you are confirming to us that your EV has a current warrant of fitness or certificate of fitness (as appropriate) and that it is registered for use on New Zealand roads.

WHAT HAPPENS IF YOU HAVE A COMPLAINT

14. We recognise there may be times when, between us, things may not quite happen as they should. If we cannot informally resolve a disagreement between us, or where you believe that we have not dealt appropriately with an issue you have raised, you have the right to make a complaint to us and we have an obligation to make sure that the complaint is dealt with fairly and in accordance with a proper process.

WHAT WE NEED TO DO

15. We will provide Charging Stations as we see fit to enable you to recharge your EV. In doing so, we may:
 - 15.1 suspend or refuse access to a Charging Station at any time, for any reason; and
 - 15.2 suspend cost-free charging at a Charging Station on giving notice.
16. We will endeavour to keep our Charging Stations free from any faults, errors or defects but we do not guarantee, and are under no obligation to ensure the availability, compatibility with your EV, or performance of any of our Charging Stations, nor are we able to guarantee an uninterrupted supply of electricity to our Charging Stations.
17. We will make sure that, at all times when they are available for use, our Charging

Stations comply will all relevant statutory requirements and appropriate industry safety standards.

18. We must take reasonably practicable steps to ensure that:
 - 18.1 the health and safety risks arising from the use of one of our Charging Stations is (if possible) eliminated or (if this is not possible) minimised;
 - 18.2 your health and safety, and that of any other person, is not put at risk from work that we carry out as part of the operation of the Charging Station;
 - 18.3 the instructions about how to use the Charging Station are as clear as we can practicably make them;
 - 18.4 we comply with all our duties to you under the HSW Act; and
 - 18.5 you know how to contact us if you need to.

OUR LIABILITY TO YOU

19. We are not liable to you, and will not indemnify you, as a result of any direct or indirect loss or damage that you or your EV may suffer as a result of you using or having used one of our Charging Stations, including any direct or indirect loss or damage arising from an unforeseen event, or caused by something beyond our control (including, for the avoidance of doubt, any act or omission of any third party, any force majeure event or any breach by you of these Terms and Conditions).
20. We may be liable to you if we have acted negligently or if we have wilfully breached an obligation we have to you, but in such circumstances our maximum liability to you in relation to an act, or series of acts, will be \$50,000.
21. To the maximum extent permitted by law, we will not be liable to you for any other loss or damage arising (whether direct or indirect, special or consequential, pecuniary or non-pecuniary, and whether arising in tort (including negligence) or contract or otherwise) as a result of, or in connection with, your use of one of our Charging Stations.
22. We will make every effort to ensure that a Charging Station is fit for the purpose of charging an EV that is to be used on public roads, but we cannot and will not guarantee that connecting your EV to one of our Charging Stations will result in a successful and timely recharge of your EV's battery or batteries.

FURTHER TERMS

23. All personal information that we may collect and/or hold about you in connection with your use of a Charging Station is protected by the Privacy Act 1993 and we can only hold or deal with such information in compliance with the provisions of that Act. We are each respectively entitled to all the rights and protections that are available under that

Act.

24. As a user of one of our Charging Stations, we may ask you to provide certain personal information to us. You agree that we may collect any such information so that we, one of our related entities or Orion may use it in the course of our or Orion's business, including direct marketing activities.
25. The Charging Station itself may collect certain statistical information concerning the use of the Charging Station. You acknowledge that this is not personal information and that the provisions of the Privacy Act 1993 do not apply to this type of information.
26. The Consumer Guarantees Act 1993 does not apply where any use you make of one of our Charging Stations is, or is deemed to be, for business purposes.
27. We may amend these Terms and Conditions at any time and for any reason. Each time you use one of our Charging Stations you agree to be bound by the current terms and conditions.
28. These Terms and Conditions are binding on, and enforceable by, either of us as if they were a contract between us.
29. These Terms and Conditions are subject to New Zealand law and are subject to the exclusive jurisdiction of the courts of New Zealand. Any legal proceedings arising out of these Terms and Conditions will be heard in Christchurch, unless we otherwise agree in writing.

DEFINITIONS

Charging Station means an EV charging unit that we own and that is suitable for charging an EV, and includes all equipment associated with the charging unit.

EV means a motor vehicle registered for use on public roads whose main motive energy source is electricity stored in an on-board battery or batteries and, where the context requires, includes any passenger or any personal property in or around the EV.

HSW Act means the Health and Safety at Work Act 2015 and includes any regulations, codes or orders made under that Act, and any amendments or legislation passed in substitution of that Act.

Orion means Orion New Zealand Limited (including its officers and employees) and, where the context requires, includes any lawfully appointed agent or successor (including any of its officers and employees).

Terms and Conditions means the terms and conditions stated in this document, as may be updated from time to time.

we means the entity that is the owner of a Charging Station (including its officers and employees) that is identified on the Charging Station and, where the context requires, includes any lawfully appointed agent or successor of the owner (including any of its officers and employees), and **our** takes an appropriate meaning.

Working Day means a day other than a Saturday or a Sunday on which trading banks are open for business in Christchurch.

You means the person wishing to connect an EV to a Charging Station, and **your** takes an appropriate meaning.