

**WEL Networks Limited
EV Charging station
Terms and Conditions of Use**



1. INTRODUCTION

Your use of WEL EV charging stations is governed by these terms and conditions. By using a WEL EV charging station, you agree to be bound by these terms and conditions and you also bind the owner of the EV which you are driving and warrant your authority to do so. If you do not agree to be bound by these terms and conditions, you must not use any WEL EV charging stations.

In these terms and conditions:

- **“Designated Space”** means any designated EV car park located adjacent to a WEL EV charging station;
- **“EV”** means an electric vehicle;
- **“WEL EV charging station”** means any WEL Networks Limited branded EV charging station located adjacent to a designated space;
- **“we” “us”** or **“WEL”** means WEL Networks Limited;
- **“you”** means the person using the WEL EV charging station.

2. OUR SERVICES

We may, from time to time, make available WEL EV charging stations for use by you to charge your EV. However, we reserve the right, at our absolute discretion and at any time, to refuse or suspend access to any or all WEL EV charging stations to any person (including but not limited to any person found to be in breach of these terms and conditions).

We do not guarantee, and are under no obligation to ensure, the availability, compatibility with your EV, or performance of WEL EV charging stations, nor do we promise to provide an uninterrupted electricity supply to WEL EV charging stations.

We warrant to you that each WEL EV charging station complies with all mandatory statutory or other industry safety standards applicable to the operation of EV charging stations, such as the WEL EV charging stations.

We aim (but owe you no obligation) to keep WEL EV charging stations free from any faults, errors or defects. If there are any faults or you have any issues with any WEL EV charging station, please contact us as soon as reasonably possible. You can call our Customer Services team at 0800 800 935 or email us at customer@wel.co.nz.

3. YOUR USAGE

Your use of WEL EV charging stations must be fair, reasonable and not excessive. If we consider, in our absolute discretion, your usage to be unfair, unreasonable or excessive, without limiting clause 2 above, we may immediately suspend, modify or restrict your access to any or all WEL EV charging stations.



You agree not to use, or attempt to use, WEL EV charging stations for any purpose other than to charge your EV, and then only to the extent that your EV is compatible with WEL EV charging stations

If the WEL EV charging stations are used by you for the purposes of a business, you agree that, to the maximum extent permitted by law, the Consumer Guarantees Act 1993 does not apply.

4. YOUR PROMISE TO US

When using the WEL EV charging stations, you agree to exercise all reasonable care, to comply with the relevant EV handbook and to comply with any instructions for use set out at WEL EV charging stations (as amended by WEL from time to time).

WEL will not be liable to you for any damage of any kind to your EV whatsoever, arising from a failure by you to exercise such reasonable care or comply with the requirements of the EV handbook or comply with WEL's instructions for use.

You warrant to us that your EV has a current warrant of fitness and registration, that you have read the relevant EV handbook and that the EV does not present any danger or risk to other vehicles or persons or WEL EV charging stations.

Where you are not the owner of the EV accessing the WEL EV charging stations, you warrant that you are authorised by the owner of that EV to use the WEL EV charging stations and that you have authority to bind the owner to these terms and conditions. You acknowledge that we are not supervising your use of the WEL EV charging stations and that you are undertaking such use at your own risk.

You acknowledge that where WEL EV charging stations are located on private property, you agree to keep that property clean and tidy, and to comply with all reasonable requests of the owner of that property provided from time to time when using the relevant WEL EV charging stations.

5. LIABILITY

Subject to clause 3, nothing in these terms and conditions shall affect or limit any rights that you may have under the Consumer Guarantees Act 1993 and/or the Fair Trading Act 1986.

WEL will not be liable to you for any loss or damage to you or your EV unless, and to the extent that, such loss or damage is directly caused by (i) the negligence of WEL; or (ii) the wilful breach by WEL of any of its obligations under these terms and conditions, provided that such loss or damage is reasonably foreseeable and is not caused by something beyond WEL's 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).

Where WEL is liable, WEL's maximum liability to you for any single event or series of related events is limited to \$50,000.



To the maximum extent permitted by law, WEL 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 a WEL EV charging station.

6. JURISDICTION

These terms and conditions are governed by, and are to be construed in accordance with, New Zealand law and you and we submit to the exclusive jurisdiction of the New Zealand courts to resolve any disputes arising under or in relation to these terms and conditions or your use of any WEL EV charging station.

7. PRIVACY

In using the WEL EV charging stations, you may provide certain personal information to WEL and you agree that any information collected by WEL may be accessed or collected for use by WEL or any of its related companies in the course of its business (including direct marketing activities).

We acknowledge that you have the right under the Privacy Act 1993 to have access to personal information held by WEL about you and to request correction of that personal information.

8. CHANGE OF TERMS AND CONDITIONS

WEL may change these terms and conditions from time to time.

Each time you use a WEL EV charging station you agree to be bound by the then current terms and conditions as published on WEL's website.