



USE OF ELECTRIC VEHICLE CHARGING STATIONS TERMS AND CONDITIONS

DEFINITIONS

Charging Station means an EV charging unit that the University owns 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 (including hybrid models) and, where the context requires, includes any passenger or any personal property in or around the EV.

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.

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

AGREEMENT

By using one of the University's 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, a University Charging Station for recharging an EV if your EV is compatible with that Charging Station.
4. Your use of one of the University Charging Stations must be fair and reasonable and must not be excessive. If the University consider that your usage is unfair, unreasonable or excessive, we 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 the University 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 the University Charging Stations, you warrant that the owner has authorised you to use one of the 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 the University Charging Stations will not be supervised and that you will use them at your own risk.
8. When you are using one of the University Charging Stations you agree to keep the area around the Charging Station clean and tidy, and to comply with any reasonable request the University 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 the University makes of you when you are using one of the University Charging Stations.
10. You must comply with your duties under current Health and Safety legislation, 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 current Health and Safety Legislation.
11. If there are any faults or you have any issues with any of the University Charging Stations, please contact the Main reception Desk on the relevant Campus.

YOUR LIABILITY TO THE UNIVERSITY

12. You may be liable to us as a result of any direct loss or damage that the University or one of our Charging Stations may suffer as a result of you using or having used one of our Charging Stations negligently.
13. By using one of the University 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 Northern Ireland roads.

WHAT HAPPENS IF YOU HAVE A COMPLAINT

14. Where you believe that the University has not dealt appropriately with an issue you have raised, you have the right to make a complaint to us and the University have an obligation to make sure that the complaint is dealt with fairly and in accordance with a proper process.

WHAT THE UNIVERSITY NEED TO DO

15. The University will provide Charging Stations as we see fit to enable you to recharge your EV. In doing so, we may suspend or refuse access to a Charging Station at any time, for any reason.
16. The University will endeavour to keep the University Charging Stations free from any faults, errors or defects but the University does not guarantee, and is under no obligation to ensure the availability, compatibility with your EV, or performance of any of the University Charging Stations, nor are we able to guarantee an uninterrupted supply of electricity to the Charging Stations.
17. The University will take reasonably practicable steps to ensure that:
 - 17.1 the health and safety risks arising from the use of one of the University Charging Stations is (if possible) eliminated or (if this is not possible) minimised;
 - 17.2 your health and safety, and that of any other person, is not put at risk from work that the University carry out as part of the operation of the Charging Station;
 - 17.3 the instructions about how to use the Charging Station are as clear as the University can practicably make them;
 - 17.4 the University complies with all its duties to you under the current version of the Health and safety at Work (Northern Ireland) Order 1978; and
 - 17.5 you know how to contact us if you need to.

THE UNIVERSITY'S LIABILITY TO YOU

18. The University are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you

suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

19. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and for fraud or fraudulent misrepresentation.
20. In providing the charging services, we will make good any damage to your car caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. We are also not responsible for any faults or damage caused by your incorrect or inappropriate use of the charge point.
21. We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
22. The University will make every effort to ensure that a Charging Station is fit for charging an EV that is to be used on public roads, but the University charging Stations will result in a successful and timely recharge of your EV's battery or batteries.

FURTHER TERMS

23. The Charging Station itself may collect certain statistical information concerning the use of the Charging Station. We do not envisage that we will be using any of your personal data however in the unlikely event that we do process your personal data this will only be done in accordance with the University privacy notice.
24. The University may amend these terms and Conditions at any time and for any reason. Each time you use one of the University Charging Stations you agree to be bound by the current terms and conditions.
25. These Terms and Conditions are subject to Northern Ireland law and are subject to the exclusive jurisdiction of the courts of Northern Ireland. Any legal proceedings arising out of these terms and Conditions will be heard in Northern Ireland, unless we otherwise agree in writing.

PAYMENT AND TARIFF

26. You will pay the amount as stated on the EV Charge website. Your payment to the website will be governed by the EV Charge Terms and Conditions which can be accessed via <http://evcharge.online/>