



# UQ Electric Vehicle Public Charging Network

## Terms and Conditions

### 1 Definitions

#### 1.1 In these Terms:

- (a) **EV** means a motor vehicle that is legally registered for use on public roads which is wholly or partly propelled by an electric energy source stored in one or more on-board rechargeable batteries that can be plugged-in to charge using electricity supplied by an EV Charging Station and, where the context requires, includes any passenger or any personal property in or around the motor vehicle.
- (b) **EV Charging Station** means stationary infrastructure that provides electric energy for the recharging of an EV, including EV direct current chargers or super-fast chargers, and all its components, including charging cables.
- (c) **EV Data** means any information relating to an EV.
- (d) **Public EV Charging Station** mean any EV Charging Station owned and operated by UQ which is not a UQ Recharge EV Charging Station.
- (e) **Terms** means these terms and conditions as amended, supplemented or replaced by UQ from time to time.
- (f) **UQ** means The University of Queensland, ABN 63 942 912 684, a body corporate constituted under the *University of Queensland Act 1998* (Qld).
- (g) **UQ Public EV Charging Network** means the services of providing access and use of Public EV Charging Stations throughout Queensland.
- (h) **UQ Policies** means any policies and procedures of UQ from time to time.
- (i) **UQ Recharge EV Charging Station** means any EV Charging Station owned and operated by UQ located on any UQ campuses and sites in a parking bay marked with green hatching and “Electric Vehicle Charging Only” and/or “UQ Recharge” signs, which is restricted to UQ staff usage only.
- (j) **User Data** means any information relating to you, but excluding EV Data.
- (k) **you** means any person who connects an EV to the UQ Public EV Charging Network (and **your** has a corresponding meaning).

### 2 Agreement

#### 2.1 By using a Public EV Charging Station, you acknowledge that:

- (a) these Terms apply to you;
- (b) it is a condition of use of a Public EV Charging Station that you accept these Terms;
- (c) you have read, understood, accepted and agreed to be bound by the Terms;
- (d) these Terms form the entire agreement between you and UQ; and
- (e) Public EV Charging Stations operated by UQ are:
  - (i) capable of collecting, storing or transmitting EV Data; and
  - (ii) not capable of collecting, storing or transmitting any User Data.

#### 2.2 If you do not agree to the Terms, you must not use a Public EV Charging Station

#### 2.3 These Terms do not apply to the use of any UQ Recharge EV Charging Station.

#### 2.4 If:

- (a) you connect an EV to a Public EV Charging Station; and



(b) you are not the owner of the EV;

you warrant and represent to UQ that:

(c) the owner of the EV has authorised you to use the Public EV Charging Station; and

(d) by connecting the EV to the Public EV Charging Station, you have authority to bind the owner to the Terms.

2.5 UQ may:

(a) amend, supplement, or replace the Terms from time to time and for any reason. Each time you use a Public EV Charging Station in the UQ Public EV Charging Network you agree to be bound by the then current terms; and

(b) terminate the Terms and any licence to use a Public EV Charging Station, at any time at its discretion, with immediate effect and without notice.

### **3 *Parking & Other Restrictions***

3.1 You must not:

(a) park a motor vehicle that is not an EV, in a parking bay marked “Electric Vehicle Charging Only” (or words to that effect);

(b) charge an EV while parked in a bay adjacent to the designated bays for EV charging, even if this is physically possible; and

(c) do anything or act in any way which might:

(i) cause loss or damage to the Public EV Charging Station; or

(ii) be detrimental to the interest of UQ or the UQ Public EV Charging Network.

3.2 To ensure the Public EV Charging Stations are available for their intended use, unless the EV is being used for UQ purposes, the Public EV Charging Stations are not to be used if your EV is being used: -

(a) as a taxi;

(b) for ridesourcing and ridesharing (through Uber, Taxify or similar services);

(c) to commercially deliver or transport goods;

(d) for government purposes; and

(e) for any other commercial venture.

3.3 UQ reserves the right to refuse any motor vehicle or person entry to or use of a Public EV Charging Station at its discretion.

3.4 Access to and use of Public EV Charging Stations: -

(a) is free of charge;

(b) is governed by the relevant time limit for each particular Public EV Charging Station; and

(c) attracts parking fees or parking permit requirements as per applicable signage.

### **4 *Safety & Other requirements***

4.1 You must:

(a) ensure you do not run over, park on, or otherwise damage any charging cable that has been left on the floor or ground;

(b) inspect the Public EV Charging Station to confirm it is in working order and that there is no apparent damage to it;



- (c) confirm and satisfy yourself that your EV is compatible with the Public EV Charging Station's plug type and not use, or attempt to use, the Public EV Charging Station if it is not compatible with your EV;
- (d) make sure the cable is closely aligned in parallel to your EV after initiating your charging session, to avoid any safety hazards;
- (e) wind the cable back into its holder or around the Public EV Charging Station after your charging session has finished, to avoid any safety hazard or other motor vehicles running over it;
- (f) observe and comply with any signs and other written instructions on, within, or adjacent to Public EV Charging Stations.

4.2 You must not:

- (a) overstretch any charging cable as this may result in damage to your EV and/or the Public EV Charging Station;
- (b) interrupt another user's EV charging session, or alter or interfere with a Public EV Charging Station (including the cable) while being used by another user;
- (c) use a Public EV Charging Station in a way that will or might cause or result in any:
  - (i) loss or damage to any EV or other motor vehicle; or
  - (ii) loss or damage to any article or thing, in or upon any EV or other motor vehicle; or
  - (iii) injury to or death of any person;
- (d) do or allow anything to be done that might render void or voidable or otherwise prejudice any insurance (or similar protection) held by UQ or which may cause any premium payable by UQ to be increased.

4.3 If you find or suspect any damage to a Public EV Charging Station, you must:

- (a) report it immediately to PF Assist via:
  - (i) e-mail: [pfassist@pf.uq.edu.au](mailto:pfassist@pf.uq.edu.au); or
  - (ii) phone: (07) 336 52222; and
- (b) not use the Public EV Charging Station.

## 5 *Liability*

5.1 You use and operate:

- (a) a Public EV Charging Station; and
- (b) any adaptor or other equipment in connection with a Public EV Charging Station;  
at your own risk

5.2 UQ uses reasonable efforts to ensure the suitability and reliability of the UQ Public EV Charging Network, but makes no representation, warranty or guarantee as to: -

- (a) the suitability, correctness or reliability of any EV Charging service supplied by UQ;
- (b) the availability or compatibility with your EV, or performance of any Public EV Charging Station;
- (c) your ability to connect your EV to a Public EV Charging Station to obtain a successful and timely recharge of your EV; or
- (d) an uninterrupted supply of electricity to each Public EV Charging Station.

5.3 To the extent permitted by law, UQ is not liable to you or any other person for:

- (a) any incompatibility of a Public EV Charging Station with your EV;
- (b) any disruption or interruption to the UQ Public EV Charging Network caused by:



- (i) incompatibility with your motor vehicle including an inability to charge or mobilise your motor vehicle;
    - (ii) the actions or conduct of other users; and
    - (iii) the enforcement of parking restrictions by law enforcement officials including any fines issued while using a Public EV Charging Station.
  - (c) theft, loss or damage to any:-
    - (i) EV or other motor vehicle; and
    - (ii) article or thing, in or upon any EV or other motor vehicle;
  - (d) injury to or death of any person, howsoever such loss, damage, injury or death may arise; or
  - (e) access to or use of a Public EV Charging Station being temporarily restricted to allow for repair and maintenance or a reason outside the control of UQ.
- 5.4 You indemnify UQ against all claims, actions, costs, loss and damage, expenses, and liability which UQ sustains or incurs as a result of, or in connection with:
- (a) your access to, operation of, use or misuse of a Public EV Charging Station;
  - (b) any negligent or reckless act or omission by you; or
  - (c) any breach of these Terms by you.
- 5.5 The liability of UQ to any person in relation to a Public EV Charging Station is limited to the benefit that UQ receives or is entitled to receive from any insurance policy UQ maintains.