Confidential Item

CAMPBELLTOWN CITY COUNCIL

Confidential Item

For Council meeting to be held on

Tuesday 7 April 2020 at 7.00 pm

Refer Item 11.14

Electric Vehicle Charging Services Agreement (by Deed)

BETWEEN:

JOLT CHARGE PTY LIMITED (ACN 627 377 780)
of Level 24, 300 Barangaroo Ave, Sydney, NSW 2000

and

THE CORPORATION OF THE CITY OF CAMPBELLTOWN

of 172 Montacute Road, Rostrevor SA 5073

Parties

THE CORPORATION OF THE CITY OF CAMPBELLTOWN of 172 Montacute Rd, Rostrevor SA 5073 Australia (**Council**)

JOLT CHARGE PTY LTD (ACN 627 377 780) of Level 24, 300 Barangaroo Ave, Sydney, NSW 2000 Australia (**Provider**)

Background

A. The Provider operates an electric vehicle charging network and advertising space business.

B. The Council wishes to exclusively appoint the Provider to install, operate and maintain a network of electric vehicle chargers throughout the Council Area and the Provider accepts such appointment on the terms and conditions of this agreement.

C. The Council has agreed to grant the Provider the exclusive right to install, operate and maintain a network of electric vehicle chargers and to Advertise on the electric vehicle chargers and certain other advertising structures within the vicinity of the charging infrastructure to complement the Provider's electric vehicle charging service on the terms of this agreement.

Part A: Scope

1. Term

Term of Agreement

1.1. The term of this Agreement commences on the Commencement Date and continues in force for an initial period of 5 years (**Initial Term**), unless terminated earlier or further extended in accordance with this Agreement.

Further Term

1.2. the Provider may choose to exercise two further rights of renewal of this agreement, each for a further five (5) year period at the Provider's discretion in all things (**Further Term**)

2. Objectives

2.1. The Provider will use reasonable endeavours to supply, install, operate and maintain electric vehicle chargers in a manner which enables the Council to achieve the following objectives (**Objectives**):

2.1.1. deliver a consistent approach to electric vehicle charging across the Council Area, which addresses driver priorities including suitability, safety, security, visibility, cleanliness and convenience;

2.1.2. achieve value for money through:

(a) allocation of risk to those parties best able to manage them;

(c) transparency in process;

(d) opportunities for commercial and related innovation; and

(e) a co-ordinated approach with key stakeholders.

Part B: Supply, Installation and Operation.

3. Supply, Installation and Operation of Electric Vehicle Chargers

Supply and installation of Electric Vehicle Chargers

3.1. The Provider may request locations within the Council Area for the supply, physical installation and operation of Electric Vehicle Chargers on roads, carparks and other publicly or privately owned Sites within the Council Area and or at Sites specified by the Council and agreed to by the Provider, then the Council must, subject to the Provider's compliance with the other terms of this agreement and any Third Party Owner's consent:

3.1.1. not unreasonably withhold consent to such request; and if consent is granted:

3.1.1.1 issue to the Provider the necessary licence to operate the Electric Vehicle Chargers, including any Permit or other authorisation that may be required under the *Local Government Act 1999* for the term of this agreement and any further term;

3.1.1.2 permit the installation of the relevant Electric Vehicle Charger and any associated or ancillary works (including any such fencing or landscaping or beautification works) and any Additional Structures on the Site in accordance with any relevant Approval as the case may be.

3.2. The Council and the Provider agree and acknowledge that where Electric Vehicle Chargers are proposed to be installed in a Public Road in accordance with clause 3.1, the Council will grant a permit to the Provider for the use of the Site within the Public Road under section 222 of the *Local Government Act 1999* in the same or substantially the same form as the document annexed hereto as Schedule 10.

Supply and installation

3.3. The Provider may submit a request to the Council for a Site for the installation of an Electric Vehicle Charger and/or Additional Structure at any time during the Term. The Provider's request will specify the Site at which the Electric Vehicle Charger is to be installed and any related Additional Structures to be installed under clause 4.

3.4. The Provider's request will include building plans for the installation of the requested Electric Vehicle Charger and/or Additional Structures at the specified Site (**Building Plan**) together with either an application or Approval for the necessary development authorisation(s) for the said Electric Vehicle Charger(s) and/or Additional Structure(s) under the *Development Act 1993* or equivalent legislation. The Building Plan must include the following details:

3.4.1. a plan showing the area of a Site on which the Electric Vehicle Charger and/or Additional Structure is to be installed;

3.4.2. details of the works proposed for the installation of the Electric Vehicle Charger and/or Additional Structure, including, without limitation, structural computations and plans, details of any alterations to be made to the Site, the location of all underground services, and any disturbance to any road, footpath, nature strip or other surface; and

3.4.3. details of the proposed occupational health and safety procedures and Site safety procedures for that Site.

3.5. After receiving the Building Plan, the Council may require that the Provider:

3.5.1. make any alteration to the Building Plan that is reasonably directed by the Council; and

3.5.2. undertake community consultation that may reasonably be required in connection with the requested installation.

3.6. The Provider must not install an Electric Vehicle Charger or Additional Structure without the Council's written approval of the relevant Building Plan, which approval may not be unreasonably withheld by the Council.

3.7. The Council is to process and determine an application by the Provider for a new Site(s) at its earliest possible convenience and shall not withhold or delay consent unreasonably.

3.8. If the proposed Site(s) is located on Community Land (not road reserve) Council will follow legislative requirements for applications by the Provider.

Minimum and Maximum Volume

3.9. The Provider undertakes to the Council that it will install at least Ten (10) Electric Vehicle Chargers (the **Minimum Volume**) in the two-year period starting on the Commencement Date.

3.10. The Council undertakes to the Provider that it will provide Sites for the supply and installation of up to Thirty (30) Electric Vehicle Chargers (the **Maximum Volume**) in at any period starting on the Commencement Date.

Footings and other works

3.11. The Provider must perform, at its own cost, all preparatory works and provide Footings necessary for all Electric Vehicle Chargers and/or any Additional Structure to ensure that the supply and installation of all Electric Vehicle Chargers and/or Additional Structures comply with all Legislative Requirements. Where the installation of an Electric Vehicle Charger requires extraordinary cost as a direct result of the physical attributes of the Site, the Provider may notify the Council of such costs and the parties shall enter into discussions in good faith in respect of such costs and the Council may agree to:

3.11.1. determine that the Electric Vehicle Charger should be installed at a different Site;

3.11.2. contribute to the additional cost of installation at the Site;

3.11.3. determine that no Electric Vehicle Charger will be installed at the Site; or

3.11.4. subject to first considering the options referred to in clauses 3.11.1, 3.11.2 and 3.11.3, direct the Provider to install the Electric Vehicle Charger at the Site.

3.12. Where the Provider installs an Electric Vehicle Charger or Additional Structure under this clause 3, it must clean, restore and make safe the Site on which the Electric Vehicle Charger or Additional Structure is installed, including by doing the following:

3.12.1. full removal of the debris and rubbish at the Site;

3.12.2. ensuring the Site is left in a clean and tidy state;

3.12.3. reinstate, where applicable all disturbed areas within a nature strip by spreading quality topsoil over, and then seeding those areas; and

3.12.4. all other things reasonably necessary to ensure that the Site is clean, safe and otherwise complies with the requirements of this Agreement and the reasonable requirements of the relevant Council in respect of the Site.

Rates and outgoings

3.13. The Provider must pay all third-party rates, taxes, levies, charges, duties, assessments, impositions, fees and other like outgoings payable in respect of the Electric Vehicle Chargers.

3.14. Where the Council pays any third party rates, taxes, levies, charges, duties, assessments, impositions, fees and other like outgoings in respect of an Electric Vehicle Charger, the Provider must reimburse the Council for the full amount of that

payment on demand, provided however that the Council has sought and received written approval from the Provider prior to such charge being incurred.

Utilities

3.15. The Provider will be responsible for locating and connecting all cabling for electricity and other power sources used in respect of all Electric Vehicle Charger. If any of the relevant infrastructure is owned or controlled by the Council, it will use its best endeavours to assist is providing access to such infrastructure to assist or enable the installation and operation of the chargers.

3.16. If the location is not separately metered for utilities, the provider shall, at the provider's cost arrange for the installation of separate meters, in consultation with the council and continue to maintain and carry out any necessary upgrades to the separate metering.

3.17. The cost of all power consumed by the Electric Vehicle Chargers, will be the responsibility of the Provider.

Requirement to upgrade with technology

3.18. The Provider will ensure that the Electric Vehicle Chargers are upgraded as necessary to ensure that they remain capable of charging services mainstream Electric Vehicles.

Charging Services

3.19. The provider will permit Users:

3.19.1. Up to 15 minutes or 7kWh of power free of charge, whichever is the lower, per vehicle per 24 hour period, and

3.19.2. the option to purchase additional power, at such rates as may be determined by the Provider from time to time.

3.19.3. The Council agrees that it shall have no right to request or accept payment from Users or any other third parties in connection with services provided by the Electric Vehicle Charger.

3.20. Charging Services are subject to change based on market conditions during the period of the contract.

4. Additional Structures

Acknowledgement

4.1. The parties acknowledge that this Agreement does not give the Provider any right to install any Additional Structures except in accordance with this clause 4.

Request for Additional Structures

4.2. The Provider may submit a request to the Council for the installation of an Additional Structure at any time during the Term. The Provider's request will specify the type of Additional Structure to be supplied and the Site at which the Additional Structure to be

installed.

Design of Additional Structures

4.3. All Additional Structures must be supplied and installed in accordance with the relevant Design Specification or any variation agreed between the parties during the term of the agreement.

4.4. If no Design Specification is specified in Schedule 3 for the Additional Structure requested, the Provider will design and submit the relevant design to the Council for approval before submitting a Building Plan for the Site on which the Additional Structure is to be installed under clause 3.3. The Council may request changes to the relevant design prior to granting approval to the design. The Council may specify a reasonable timeframe within which such changes are to be made to the relevant design and the time for resubmission of that design. Upon approval of a design under this clause 4.4 (**Approved Design**), the Provider may supply and install the Additional Structure in accordance with the Approved Design.

5. Acceptance and ownership

New Electric Vehicle Chargers

5.1. The Council agrees and acknowledges that all Electric Vehicle Chargers and Additional Structures supplied and installed by the Provider under the terms of this agreement will at all times remain the property of the Provider throughout and following the conclusion of the Term of this agreement and that no transfer of the title or ownership of the Electric Vehicle Chargers or Additional Structures is made or implied by this agreement.

6. Relocation

Relocation

6.1. No Electric Vehicle Charger or Additional Structure shall be relocated on behalf of the Provider unless such relocation is at the Provider's request or with the Provider's express written consent. Such consent may be withheld in the absolute discretion of the Provider.

6.2. At any time, the Council may request, and the Provider must respond to the request, that the Provider relocates any Electric Vehicle Chargers (and any related Additional Structures where the Provider is capable of doing so) as a result of:

6.2.1. the relocation of a Carpark;

6.2.2. changes in service patronage;

6.2.3. safety concerns;

6.2.4. the location being otherwise considered unsuitable by the Council on the basis that a location does not support the Objectives,

by giving the Provider no less than 60 Business Days notice requesting the relocation, which notice must include details of the proposed Site for the replacement of that Electric Vehicle Charger. The fee payable by the Council for a relocation shall be calculated in accordance with Section [xx] of Schedule 4.

6.3. The Provider may request the Council's consent to the relocation of an Electric Vehicle Charger if:

6.3.1. the Provider is prevented for any reason from exhibiting Advertisements on an Electric Vehicle Charger which is intended to display Advertisements and the relocation will ensure that the Provider is permitted to display Advertisements on the relocated Electric Vehicle Charger;

6.3.2. the advertising panels on an Electric Vehicle Charger become obscured; or

6.3.3. there is excessive vandalism to an Electric Vehicle Charger which is likely to be alleviated by its relocation.

6.4. Relocation under clause 6.3 shall be at the cost of the Provider.

6.5. If the Council consents to or requests the relocation of a particular Electric Vehicle Charger under this clause 6, the Provider may, with the consent of the Council either install the particular Electric Vehicle Charger at the new site (provided that the Electric Vehicle Charger complies with the Design Specification) or supply and install a New Electric Vehicle Charger at the Site.

6.6. Where an Electric Vehicle Charger and any related Additional Structures is to be relocated pursuant to this clause 6, the Provider must promptly, and in any case no later than three (3) months after receiving the Council's request or consent to relocate the Electric Vehicle Charger, as the case may be, submit a Building Plan that complies with the requirements set out in clause 3.4 to the Council and clauses 3, 4 and 5 shall apply to the installation of the relocated Electric Vehicle Charger and Additional Structures (if any).

Site restoration

6.7. If the Provider relocates or removes an Electric Vehicle Charger or Additional Structure under this clause 6, it must do so in a manner that will permit the re-use of the Site on which the relocated or removed Electric Vehicle Charger or Additional Structure was installed, including by doing the following:

6.7.1. consult with the Council as to any requirements or guidelines the Council may have in relation to the restoration of the Site;

6.7.2. full removal of the Footings, debris and rubbish at the Site;

6.7.3. restoration of all surfaces at the Site in matching colour and texture;

6.7.4. ensuring that the Site is able to be accessed and used safely;

6.7.5. ensuring the Site is left in a clean and tidy state;

6.7.6. ensuring that all excavations are backfilled and compacted to minimise further subsidence;

6.7.7. where applicable, spreading topsoil over all disturbed areas within a nature strip and then seeding those areas; and

Time for relocation

6.8. The Provider must relocate or remove an Electric Vehicle Charger in accordance with the Council's request within the time specified by the Council, acting reasonably. Unless the removal of an Electric Vehicle Charger is for safety reasons, to permit road works or other construction works to occur, the Provider shall have a period of 60 Business Days or such longer time as is reasonable depending on the circumstances of the Site, to remove any Electric Vehicle Charger. Such removal time line commences once all necessary approvals have been obtained by the Provider acting reasonably in seeking such approval from all relevant authorities.

7. Assignment and Sub-Contracting

7.1. Assignment and Sub-Contracting

The Contractor Provider shall not assign nor sub-contract the construction or installation of the works necessary for the Electric Vehicle Chargers or Additional Structures or any associatd or ancillary works, nor any part thereof without the approval of the Council in writing. Such approval shall not be unreasonably withheld.

7.2. Request to Sub-Contract

The Contractor Provider shall provide to the Superintendent in writing a request for approval to sub-contract, particulars of the work to be sub-contracted and the name and the address of the proposed Sub-Contractor.

7.3. Approval to Sub-Contract

7.3.1. Approval will not be given unless the Contractor Provider can provide evidence that all Sub-Contractors engaged comply with the clauses of this agreement.

7.3.2. Approval may be conditional on the sub-contract including the following provisions:

7.3.3. That the Sub-Contractor contractor shall not assign or sub-contract without the consent in writing of the Provider.

7.3.4. Any conditions reasonably necessary to enable the Contractor Provider to fulfil its obligations to the Council.

7.4 Approval to sub-contract shall not relieve the Provider from any liability or obligation under this agreement. Except where this Agreement otherwise provides, the Provider shall be liable to the Council for the acts and omissions of sub-contractors and servants and agents of sub-contractors as if they were acts or omissions of the Provider.

Part C: Advertising, Branding and Signage

8. Advertisements

Advertisements

8.1. Subject to the Provider obtaining all Approvals to do so, the Provider may, during the Term, Advertise on or in, and affix Advertisements to or display or place Advertisements on, all Existing Electric Vehicle Chargers, additional structures and New Electric Vehicle Chargers. The Council will not, during the Term, authorise any other person to install or erect any other New Vehicle Chargers or display Advertisements on any Electric Vehicle Chargers, or related charging equipment for vehicles other than the New Electric Chargers which are the subject of this Agreement, except that the Council may be permitted to use its non-provider owned Electric Vehicle Chargers to charge the Council's fleet vehicles.

Exclusivity

8.2. The Council agrees that no person other than the Provider shall be permitted by the Council to Advertise on Electric Vehicle Chargers, at Sites in the Council Area during the Initial Term or any Further term.

8.3. The Council agrees that no person other than the Provider shall be permitted by the Council to provide public charging infrastructure for electric vehicles within the Council Area.

Guidelines

8.4. The Provider may submit guidelines in respect of obstructions to Advertisements on Electric Vehicle Chargers and Additional Structures. If the Council approves such guidelines, the Council shall circulate such guidelines to any other person considered relevant by the Council and the Council will use their reasonable endeavours to comply with such guidelines. The Council shall not be responsible for, nor have any liability in respect of any other person's failure to adhere to any guidelines referred to in this clause.

9. Restrictions on Advertising

Advertising quality

9.1. The Provider shall only display Advertisements which comply with the following:

9.1.1. all Legislative Requirements;

9.1.2. all voluntary codes of conduct established by the advertising industry; and

9.1.3. the standards specified in Schedule 5.

Prohibited Advertisements

9.2. The Provider must ensure that Advertisements:

9.2.1. do not depict political, religious, racist, sexually explicit or other subject matter which may reasonably be considered to be contentious;

9.2.2. do not depict subject matter which may reasonably be considered to be offensive or in bad taste;

9.2.3. do not resemble and are not capable of being confused with road traffic directional or information signs, either by shape, size or colour; and

9.2.4. are not detrimental to the interests of the Council.

9.3. Notwithstanding clause 8.2, the Council retains the right to reject or require the discontinuance of any Advertisement or a type of Advertisement that, in the reasonable opinion of the Council, is not suitable for security or safety reasons, or which promotes matters or items which, in the reasonable opinion of the Council, are in bad taste, offensive or otherwise contentious.

9.4. If the Council requires the discontinuance of any Advertisement or type of Advertisement under clause 9.3, the Council will notify the Provider and the Provider must remove all such Advertisements within 48 hours of receiving such notification. The Council will not be liable for any loss or damage caused to or suffered by the Provider in connection with requiring the Provider to remove any Advertisement under this clause.

10. Branding

Branding

10.1. The Provider may, at its own expense, have branding on the Electric Vehicle Chargers, Additional structures or the pavement area around the charging bays.

11. Council's Advertising and signage

Council's Advertising

11.1. The Provider will make available to the Council, at no cost, up to 1 advertising face on each advertising Electric Vehicle Chargers for a Standard Advertising Period every month to display any Advertisement, poster or signage provided to the Provider by the Council. For the avoidance of doubt, this equates to 12 advertising faces per year, to be shown for a period of 7 days. The Council's use of advertising panels under this clause 10.1:

11.1.1. does not accumulate past the anniversary of each year of this Agreement;

11.1.2. is not redeemable for cash;

11.1.3. does not include costs required for the production of any Advertisement, poster or signage;

11.1.4. must be confirmed by the Council no less than 30 Business Days before the use of the advertising panels and is subject to the availability of advertising panels as at the time of the Council's confirmation to the Provider; and

11.1.5. is only able to be used for promoting the Council and its services and not shared with any other government department or to be on sold.

11.3. The Council will, where it chooses to use advertising panels under this clause 10:

11.3.1. supply the Provider with specific campaign (creative) materials, details of the date up to which those materials may be displayed (to prevent out-of-date messages appearing) and directions as to where the materials may be displayed; and

11.3.2. supply the Provider with 'generic' campaign materials to be displayed where there are ad-hoc vacancies or vacancies available on short notice, which materials may be displayed by the Provider on any advertising Electric Vehicle Charger without needing to obtain the Council's prior consent to that display.

11.4. The Council may purchase advertising space from the Provider on advertising Electric Vehicle Chargers at discount of 25 percent below the Provider's prevailing market rate for additional advertising campaigns booked. The 25 percent discount is to be applied to the total amount payable by the Council in respect of the Advertisement before payment of agency fees by the Council (if any).

Council's signage

12. The Council may request, and the Provider must, at its own cost, comply with any such request, that all Electric Vehicle Chargers display any or all of the following in a form approved by the Council:

11.1 a telephone number to report any damage or graffiti to the Electric Vehicle Charger.

Approvals

13. The Provider must obtain all necessary Approvals to affix any Advertisement and signage requested by the Council under clause 10.1 and clause 10.2.

Part D : Maintenance

14. Maintenance services

Maintenance services

13.1 The Provider must ensure that the maintenance services set out in Schedule 6 are performed in relation to Electric Vehicle Chargers and Additional Structures and in accordance with the Service Levels.

15. Condition assessment

Inspection of Electric Vehicle Chargers

14.1 The Provider must fully assess the condition of each Electric Vehicle Charger and additional structures every six months during the Term, with the first assessment to occur six months after the Commencement Date. This condition assessment must include an inspection of the following:

14.1.1 the structural condition of each Electric Vehicle Charger and Additional Structure;

14.1.2 any damage to an Electric Vehicle Charger, Additional Structure; and

14.1.3 any safety hazards present at any Electric Vehicle Charger or Site.

Part E: General

15 Provider Representative

Appointment of Representative

15.1 The Provider must:

15.1.1 appoint a competent person to be responsible for the day to day performance of the Provider's obligations under this Agreement and the supervision of all Provider Personnel (**Provider Representative)**;

15.1.2 notify the Council of the name of the Provider Representative on the Commencement Date;

15.1.3 notify the Council immediately should a new Provider Representative be appointed; and

15.1.4 ensure that the Provider Representative is available and able to be contacted by the Council or a representative of the Council on any day from 8.30am to 5.30pm Australian Central Standard Time, and the Provider may nominate an alternate Provider Representative from time to time if required.

Address and telephone numbers

15.2 On the Commencement Date, the Provider must provide the Council with the address and telephone numbers of the Provider Representative and promptly notify the Council of any change to these details upon becoming aware of such change during the Term.

Directions to Provider Representative

15.3 Any direction, instruction, notice, determination, approval or other communication given to the Provider Representative is deemed to have been given to the Provider.

Knowledge of Provider Representative

15.4 Any matter within the knowledge of the Provider Representative is deemed to be within the knowledge of the Provider.

16 Council's Fleet

16.1 The Council are permitted under clause 3.18 to charge Council Vehicles.

16.2 The Provider will provide fleet charging services subject to negotiation with the Council from time to time. Based on market conditions.

17 Provider's responsibilities

Approvals

17.1 The Provider must, obtain all necessary Approvals for it to install, operate and maintain Electric Vehicle Chargers and for it to Advertise or affix any other signage or branding on or in any Electric Vehicle Charger under this Agreement. The Provider must ensure that all necessary Approvals remain in force during the Term. The cost of obtaining Approvals under this clause 16.1 will be borne by the Provider except where the Council requests the display of signage or other information, in which case the Council shall be responsible for the direct costs of obtaining such Approvals, or in the case where those fees are usually charged by the council, these fees will be waved.

Occupational Health and Safety

17.2 The Provider shall comply with all Legislative Requirements and any other policies or documents relevant to occupational health and safety in relation to the supply, installation, operation, relocation and maintenance of Electric Vehicle Chargers and Additional Structures. The Provider shall immediately comply with any directions on occupational health and safety issued by any relevant authority or by the Council.

17.3 Where there is an approved code of practice applicable to the work to be performed under this Agreement, the Provider shall carry out that work in accordance with such code.

18 Service Levels

Service Levels

18.1 Where applicable, the Provider must fulfil its obligations under this Agreement in

accordance with the Service Levels specified in Schedule 7 and make and retain records and incident reports in respect of compliance with such Service Levels.

18.2 The Council may at any time require access to the Provider's records and incident reports for the purposes of receiving and ensuring compliance with this Agreement and the Service Levels specified in Schedule 7. The Provider must provide the Council with all records and incident reports within 5 Business Days of receipt of the Council's request under this clause 17.2.

18. Warranties

General

18.1 The Provider warrants that:

18.1.1 it has full power and authority to enter into this Agreement and to complete all transactions contemplated by this Agreement;

18.1.2 it will at all times act in good faith;

18.1.3 it has taken will use all reasonable endeavours to authorise the execution, delivery and performance of this Agreement;

18.1.4 at the date of this Agreement, the execution, delivery and performance of this Agreement by it does not contravene any contractual, legal or other obligations that apply to it;

18.1.5 no legal or other proceeding is current, pending or threatened which will or is likely to have a material adverse effect on the Provider's ability to perform its financial and other obligations under this Agreement;

18.1.6 on execution of this Agreement, its obligations under this Agreement will be valid, binding and enforceable;

18.1.7 unless otherwise stated, it does not enter into this Agreement as trustee of any trust;

18.1.8 itself and its Personnel will provide all services under this Agreement with the due care, skill and diligence expected of a skilled and experienced professional person suitably qualified to perform the services contemplated under this Agreement;

18.1.9 itself and its Personnel shall comply with all applicable Legislative Requirements and Australian Standards which are in any way applicable to occupational health and safety and the performance of any services by the Provider under this Agreement;

18.1.10 any goods, equipment or materials provided by it under this Agreement will be of merchantable quality and fit for the purposes described in this Agreement or otherwise made known to the Provider by the Council;

18.1.11 it has obtained all Approvals required under law to provide all goods and services contemplated under this Agreement including the construction and

use of the Electric Vehicle Chargers and any Additional Structures and will ensure that those Approvals remain in force for the duration of the Term;

18.1.12 all motor vehicles used by it in connection with the performance of its obligations under this Agreement will be registered at all times for road use and any other use necessary to perform those obligations;

Improper inducement, influence or behaviour

18.2 The Provider represents and warrants on a continuing basis that it has not done anything to improperly or unlawfully induce, reward or influence any person in relation to the execution of this Agreement, or the supply or acquisition of goods or services under this Agreement, including:

18.2.1 directly or indirectly offering, soliciting, giving, agreeing to give or receiving any gift, commission, rebate, money or consideration of any kind as an inducement or reward for improperly or unlawfully doing, not doing, influencing, favouring, disfavouring or carrying out any act;

18.2.2 otherwise seeking to influence decisions of the Council or any other Government Authority.

Indemnities and Liabilities

Indemnity

18.4 The Provider will indemnify and release the Council (including the Council's employees, agents and subcontractors) from any claim or proceeding that is made, threatened or commenced, and against any liability, loss, damage or expense the Council incurs or suffers as a direct result of any of the following:

18.4.1 any negligent, wilful or unlawful act or omission by the Provider;

18.4.2 any breach by the Provider of any warranty;

18.4.3 any Personal Injury or property damage caused by a negligent act or omission of the Provider in relation to any Electric Vehicle Charger;

18.4.4 a claim made or threatened against the Council in which it is alleged that an Electric Vehicle Charger, its design or any Advertisement infringes the Intellectual Property Rights or Moral Rights of a third party except to the extent that the claim is solely based on a modification requested by the Council.

Third Party Indemnity

18.5 The Provider will continually indemnify the Council (including the Council's employees, agents and subcontractors) against any claim or proceeding that is made, threatened or commenced, and against any liability, loss, damage or expense (including legal costs on a full indemnity basis), the Council incurs or suffers as a direct result of a claim by a third party arising out of or in connection with any of the following:

18.5.1 any act or omission by the Provider;

18.5.2 any breach by the Provider of any warranty;

18.5.3 any Personal Injury or property damage caused by the Provider or any Electric Vehicle Charger;

18.5.4 a claim made or threatened against the Council in which it is alleged that an Electric Vehicle Charger, its design or any Advertisement infringes the Intellectual Property Rights or Moral Rights of a third party except to the extent that the claim is solely based on a modification requested by the Council.

18.6 Clauses 18.4 and 18.5 do not apply to the extent that any such claim, proceeding, liability, loss damage or expense is caused by any act or omission of the Council or its servants, agents or contractors.

Exclusion

18.7 In no event shall a party or its personnel be liable for special, incidental, indirect or consequential damages, costs, expenses or losses of any kind.

19 Insurance requirements

Insurance

19.1 The Provider will ensure that throughout the Term it is insured with, or is the beneficiary under a policy of insurance with a reputable insurance company and for the types of insurance with the minimum cover as stipulated below:

19.1.1 public liability insurance covering Personal Injury and damage to or loss of property with a limit of not less than $20,000,000 for any one occurrence;

19.1.2 product liability insurance with a limit of indemnity of not less than $10,000,000 for any one occurrence;

19.1.3 insurance for all motor vehicles the Provider or its personnel may use in connection with performing its obligations under this Agreement of an amount adequate to cover the activities contemplated under this Agreement;

19.1.4 worker's compensation insurance in respect of its employees and contractors to cover the maximum liability which may be imposed under South Australian law from time to time; and

19.1.5 any other insurance that the Provider is required to have by law in order to perform its obligations under this Agreement.

Evidence of insurance

19.3 The Provider will provide, on request of the Council, satisfactory evidence that the

Provider has effected and renewed all insurance policies required under clause 19.1 or that the Provider and the Council (as required under clause 19.2) continue to be noted under a particular insurance policy required under clause 19.1.

Notification

19.4 The Provider must ensure that it notifies the Council in writing as soon as practicable of the occurrence of an event that may give rise to a claim under a policy of insurance effected by the Provider and must ensure that the Council is kept fully informed of subsequent action and developments concerning the claim.

20 Termination

Show-Cause Event

20.1 Without limiting the Council's right to immediately terminate this Agreement under clause 20.7, if any of the events set out in clauses 20.7.1, 20.7.2, or 20.7.6 occur (each a **Show Cause Event**), the Council may, in its absolute discretion, serve notice on the Provider outlining the nature of the Show Cause Event and require the Provider to demonstrate why the Council should not exercise any right which the Council has pursuant to this Agreement, including, without limitation, a right to terminate this Agreement.

20.2 In exercising his or her right under clause 20.1, the Council may require the Provider to provide information and attend meetings with the Council or a representative of the Council as the Council requests in relation to the Show Cause Event.

20.3 The Council may require the Provider to submit a plan to remedy the Show Cause Event and put in place measures to ensure that the Show Cause Event does not occur again (**Remedial Plan**). The Council may require that the Provider make alterations to a Remedial Plan until the Council is satisfied that the implementation of the Remedial Plan will cure the Show Cause Event and ensure that the Show Cause Event will not occur again.

20.4 When the Council is satisfied that the implementation of a Remedial Plan will cure a Show Cause Event, it will approve the Remedial Plan. Upon approval of a Remedial Plan, the Provider must implement the Remedial Plan within a timeframe specified by the Council in its absolute discretion.

20.5 The Provider must respond to and comply with any of the Council's requests and requirements within 10 Business Days of receiving a notice from the Council under clause 20.1.

20.6 The Provider will pay all costs incurred by the Council in connection with the Council exercising his or her rights under clauses 20.1 to 20.4 (inclusive) and such other costs necessarily incurred by the Council in order to mitigate its losses occasioned by the Show Cause Event.

Termination for cause

20.7 Notwithstanding any other provision in this Agreement, the Council may terminate this Agreement immediately on written notice to the Provider, while preserving to the Council any rights which may have accrued to the Council, where the Provider:

20.7.1 commits a breach of a material term of this Agreement which is not capable of being remedied;

20.7.2 fails to remedy a breach of a material term of this Agreement that is capable of being remedied within a period stated by notice in writing from the Council (which period must be reasonable in the circumstances but shall not exceed 60 days);

20.7.3 becomes insolvent;

20.7.4 becomes subject to one of the forms of external administration provided for in Chapter 5 of the *Corporations Act 2001* (Cth);

20.7.5 is wound up by resolution or an order of a court;

20.7.6 ceases to carry on business as an electric vehicle network operator or outdoor advertising space business;

20.7.7 has otherwise regularly or persistently failed to meet any, some or all requirements under this Agreement or commits multiple or recurring breaches of this Agreement, whether or not such breaches are remedied, and the cumulative effect of such multiple or recurring breaches are material or substantial in the circumstances.

Accrued rights

20.9 The expiry or termination (for any reason) of this Agreement does not extinguish or otherwise affect any rights of either party against the other which accrued prior to the time of termination or expiry, or otherwise relate to or arise from any breach or non-observance of obligations under this Agreement which arose prior to the time of termination or expiry.

21 End of Term Services

Transition Out

21.1 Upon termination or expiry of this Agreement, the Provider must provide the End of Term Services set out in Schedule 8.

22 Dispute Resolution

Objective

22.1 Subject to any right of termination of this Agreement under clause 20, the parties agree to use reasonable endeavours to resolve by negotiation any dispute that arises between them under or in connection with this Agreement.

22.2 The Provider will not commence legal proceedings until the process in this clause 22 has

been completed.

Notification

22.3 If a dispute arises under or in connection with this Agreement which is not resolved at an operational level or which is sufficiently serious that it cannot be resolved at the operational level, a party concerned about the dispute may notify the other in writing. Management representatives of each of the parties will then endeavour, in good faith, to agree upon a resolution of the dispute within 20 Business Days of one party notifying the other of the dispute. The management representative of each party must have authority to agree on any resolution of the dispute.

Mediation

22.4 Should the management representatives fail to reach a solution in accordance with clause 22.3 within 5 Business Days of commencing discussions (or such other time frame agreed by the parties), the parties must submit the dispute to mediation. The mediator will be selected by agreement between the parties, or, in the absence of agreement, by the President of the Law Institute of South Australia at the request of either party.

Expert determination

22.5 If mediation pursuant to clause 22.4 fails, then, within 10 Business Days of the mediation failure, the Council may elect to submit the dispute to expert determination which shall be binding upon the parties. The expert will be selected by agreement, or, in the absence of agreement, by the industry body most relevant having regard to the nature of the dispute, which industry body will be selected by Council and requested by the Council to appoint an independent expert for the purposes of this clause 22.5. The determination will be conducted pursuant to any relevant legislation and any procedures laid down by the Council. In determining the dispute:

22.5.1 the expert shall act as an expert and not an arbitrator;

22.5.2 the parties must provide all relevant evidence and documents reasonably requested by the expert within 10 Business Days of receiving the request;

22.5.3 each party shall bear its own costs on relation to the presentation of documents, evidence and other assistance given to the expert; and

22.5.4 the costs of the expert shall be shared equally by the parties.

Proceedings

22.6 If there is a mediation pursuant to clause 22.4 and it fails, or if the Council states that it does not wish to proceed with expert determination under this clause 22, then either party may commence legal proceedings against the other.

Continued performance.

22.7 Unless prevented by the nature of the dispute, each party will continue to fulfil its obligations under this Agreement while attempts are made to resolve the dispute.

Termination

22.8 Notwithstanding anything else in this clause 22, nothing shall prevent the Council exercising its rights of termination under clause 20.

23 Survival of clauses

Survival of clauses

23.1 The following clauses survive the expiration or termination (for any reason) of this Agreement:

23.1.1 clause 5 (ownership);

23.1.2 clause 18 (Warranties);

23.1.3 clause 18.4 (Indemnities);

23.1.4 clause 19 (Insurance requirement);

23.1.5 clause 20.9 (accrued rights);

23.1.6 clause 21 (End of Term services);

23.1.7 clause 22 (Dispute Resolution);

23.1.8 clause 23 (Survival of clauses); and

23.1.9 clause 25 (Confidentiality and announcements).

24 Notices

Giving notices

24.1 Any notice or communication given to a party under this Agreement is only given if it is in writing and sent in one of the following ways:

24.1.1 Delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any) set out below.

24.1.2 emailed to that party at its nominated email address and marked for the attention of the relevant department or officer (if any) set out below.

Name:	The Corporation of the City of Campbelltown
Address:	172 Montacute Road, Rostrevor, SA 5073
Email	
Attention:	

Name:	Jolt Charge Pty Limited
Address:	Level 24, 300 Barangaroo Ave, Sydney, NSW, 2000

email: notifications@joltcharge.com
Attention: Doug McNamee, Director

Change of address or email address

24.2 If a party changes its address or email address, it must notify the other party of that change within 3 Business Days. If such a notice of a change of its address or email address is given, any notice or communication is only given by that other party if it is delivered, posted or emailed to the latest address or email address.

Time notice is given

24.3 Any notice or communication is to be treated as given at the following time:

24.3.1 If it is delivered, when it is left at the relevant address.

24.3.2 If it is sent by post, 2, or, in the case of a notice or communication posted to another country, 9, Business Days after it is posted.

24.3.3 If it is sent by email, as soon as the sender receives from the sender's inbox machine a report of an error free transmission to the correct email address.

24.4 If any notice or communication is given on a day that is not a Business Day, or after 5pm on a Business Day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

25 Confidentiality and announcements

Council not to disclose Confidential Information

25.1 The Council must ensure that any of the Provider's Confidential Information is not disclosed to a third party and is only used for a purpose of the Council exercising a right or fulfilling an obligation under or contemplated by this Agreement. The Council must not disclose any of the Provider's Confidential Information unless one or more of the following applies:

25.1.1 The disclosure is necessary in connection with performing obligations under this Agreement or under another agreement between the parties.

25.1.2 The disclosure is to a member of the Personnel of the Council, to the extent that the member needs to know the Provider's Confidential Information in order to perform a function in connection with this Agreement. The Provider must ensure that its Personnel do not make a disclosure which, if the other party disclosed it, would be a breach of this clause 25.

25.1.3 The disclosure is necessary to comply with the obligations of the Council under the *Freedom of Information Act 1991* (SA) or is otherwise required by law. If such a disclosure is required, the Council must immediately notify the Provider of that fact and give the Provider time to object to the disclosure.

25.1.4 The disclosure is reasonably made to a professional legal adviser or professional auditor.

25.1.5 The Provider consents in writing to the disclosure. The consent may be subject to the condition that the person to whom the disclosure is to be made enter into a separate confidentiality agreement with the Provider.

Council to return all Confidential Information

25.2 The Council must, on the Provider's written demand or on completion or termination of this Agreement, whichever occurs first, return to the Provider any documents or other media in its possession, power or control containing any of the Provider's Confidential Information.

Announcements

25.3.1 The Provider must seek permission of the Council:

25.3.2 to disclose to the media any information regarding this Agreement or work performed under this Agreement;

25.3.3 Notify the council of all enquiries from the media relating to any matter contemplated in this Agreement to the Council as soon as possible after receiving such an enquiry; and

25.3.4 notify the Council immediately of any event arising in the course of performing its obligations under this Agreement which may receive media attention.

25.4 The Council may, in accordance with government policy, publish (in any medium including on the internet) certain details of this Agreement (including, but not limited to, the name of the Provider, the value, and the provisions of this Agreement). Subject to the foregoing, the Council shall not disclose the direct costs and profit margins of the Provider nor shall the Council disclose the functionality of the Reporting System.

26 Miscellaneous

Approvals and consents

26.1 Where any consent, permission, approval, exercise of discretion or similar decision is required by a party, that party must not unreasonably condition, withhold, deny or delay such consent, permission, approval, exercise of discretion or similar decision.

Costs

26.2 Except as otherwise set out in this Agreement, each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this Agreement and any document related to this Agreement.

Entire agreement

26.3 This Agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Agreement was executed.

Execution of counterparts

26.4 This Agreement is properly and validly executed if each party executes either this

Agreement or an identical counterpart of it. In the latter case, this Agreement takes effect when the separately executed counterparts are exchanged between the parties.

Further acts

26.5 Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions incidental to it.

Governing law and jurisdiction

26.7 This Agreement is governed by the law of South Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Severability

26.9 Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

26.10 No variation of this Agreement will be of any force or effect unless it is made in accordance with this Agreement and the variation is in writing and signed by each party to this Agreement.

Waivers

26.11 A waiver of any right, power or remedy under this Agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

26.12 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.

Force Majeure

26.13 Subject to clause 26.14, where a Force Majeure prevents or delays a party from an obligation under this Agreement:

26.13.1 that obligation is suspended, so far as it is affected by the Force Majeure, for as long as the Force Majeure continues and any relevant time frames in this Agreement are extended; and

26.13.2 the delay or failure to perform will not be a breach of this Agreement.

26.14 The party affected by the Force Majeure must notify the other party as soon as practicable of:

26.14.1 the occurrence of the Force Majeure; and

26.14.2 the extent to which that party is unable to comply with its obligations.

26.15 A party must take all reasonable precautions against the cause of a Force Majeure Events and use its reasonable endeavours to mitigate the consequences of a Force Majeure Event.

No fetter

26.16 Subject to clause 3.2 nothing in this Agreement shall oblige the Council to grant or exercise any administrative or regulatory discretion, or to otherwise fetter, constrain or otherwise impair the due exercise of any administrative or regulatory discretion exercisable by the Council.

27. Definitions and interpretation

Definitions

27.1 In this Agreement the following definitions apply:

Additional Structures means objects or structures which are installed in, on, under or over access streets, roads or highways which have a public use or are located in a public space, including, without limitation:

(a) advertising signs (without charger);

(b) bike racks;

(c) payphones;

(d) poster bollards; or

(e) any notification or driver display feature as reasonably required by the Council.

Advertise means to make any information generally or publicly known in any way (including, without limitation, through use of posters or any other printed material or paintings or any digital or electronic method of display of information).

Advertisement means any material, object, mechanism, facility or configuration which is used to Advertise on an Electric Vehicle Charger.

Agreement means the agreement set out in this document, including all its Schedules, as may be varied or amended from time to time in accordance with its terms.

Approvals means all approvals for the design, installation, relocation, removal and maintenance of Electric Vehicle Chargers or Additional Structures to be supplied, installed and maintained under this Agreement and for Advertising on Electric Vehicle Chargers, including:

(a) all necessary planning and building approvals, consents, licences or approvals required by relevant councils or Government authorities; and

(b) approval of electricity authorities for the connection of electricity to the Electric Vehicle Chargers.

Approved Design has the meaning given to it in clause 4.4.

Building Plan has the meaning given to it in clause 3.4.

Business Day means a day of the week other than a Saturday, Sunday or public holiday in South Australia.

Electric Vehicle Charger means existing electric vehicle chargers, and new electric vehicle chargers used to supply electrical power to vehicles (including but not limited to trucks, cars and bikes) and includes further devices to be used for the purposes for the charging of vehicles.

Car park means car park managed by the council, or on behalf of the council by a third party.

Commencement Date means **[insert].**

Confidential Information means, without limitation, information, including any of the following information (whenever it was obtained):

(a) in relation to a party's business, operations or strategies;

(b) in relation to the terms of this Agreement or its Schedules; or

(c) acquired by the other party solely by virtue of provisions of this Agreement or through any tendering process,

and includes documentation and Reports, where that information is:

(d) designated as confidential by a party;

(e) that is by its nature confidential; or

(f) known or ought to be known by the party receiving the information, that it

is confidential, but not including information that:

(g) is in the public domain, unless it came into the public domain by a breach of confidentiality;

(h) is already known by the other party at the time this Agreement is entered into (but was not subject to obligations of confidence when it became known); or

(i) is obtained lawfully from a third party not subject to any obligation of confidentiality.

Council means the The Corporation of the City of Campbelltown and has the same meaning as in the *Local Government Act 1999* (SA) unless:

(a) the Council is reconstituted, renamed or replaced in which case, it means that Council as reconstituted, renamed or replaced; or

(b) some or all of the Council's functions or powers are transferred to or vested in another entity, in which case it means that other entity.

Council Area means the area in relation to which The Corporation of the City of Campbelltown is constituted for the purposes of the *Local Government Act 1999*.

Council Vehicle a vehicle owned or lease by the Council.

Design Specification means the design of Electric Vehicle Charger and Additional Structures as set out in Schedule 3.

End of Term Services means the services set out in Schedule 8.

Footings means all works required to properly and effectively support a Electric Vehicle Charger or any Additional Structure including any mountings or bolts to keep the Electric Vehicle Charger or Additional Structure in place.

Force Majeure means:

(a) an act of God;

(b) strike, lockout or other industrial disturbance or labour difficulty that does not affect only the affected party;

(c) an act of war or terrorist incident;

(d) a civil disturbance or riot;

(e) a fire, explosion or earthquake; or

(f) in respect of an obligation, any change in Legislative Requirements that makes a party’s compliance with that obligation unlawful.

Further Term has the meaning given to it in clause 1.2.

GST has the meaning given to it in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Initial Term has the meaning given to it in clause 1.1.

Intellectual Property Rights means all copyright, patents, patent applications, trademarks (registrable or not), designs (registrable or not), eligible circuit layout rights, trade secrets, trade, business or company names, and other intellectual property rights.

Legislative Requirements includes:

(a) Acts, Ordinances, regulations, by-laws, rules, orders, awards and proclamations of the Commonwealth and the State of South Australia or any other relevant authority;

(b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the work and provision of goods and services under this Agreement; and

(c) fees and charges payable in connection with the foregoing.

Moral Rights means moral rights under and in accordance with the *Copyright Act 1968* (Cth).

Objectives has the meaning given to it in clause 2.

Personal Injury includes:

(a) bodily injury, death, sickness, disease, disability, shock, mental anguish or mental injury including the resultant loss of consortium or services at any time;

(b) false arrest, detention, false imprisonment, discrimination, malicious prosecution or humiliation or breach of confidentiality;

(c) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and

(d) assault and/or battery not intentionally committed by or at the direction of the insured unless so directed for the purpose of preventing or eliminating danger to property or persons.

Personnel means the Provider's employees, agents, officers or subcontractors engaged for the purposes of fulfilling the Provider's obligations under this Agreement.

Permit means the requisite permit, licence, approval or similar authorisation granted by the Council in accordance with the *Local Government Act 1999* as necessary for the Provider to use the Site for the purposes of the construction and use of an Electric Vehicle Charger.

Report means a report which the Provider is obliged to provide to the Council under this Agreement and as set out in Schedule 9.

Public Road has the same meaning as in the *Local Government Act 1999*.

Site means the site or location of an Electric Vehicle Charger or where an Electric Vehicle Charger may be installed in accordance with the terms of this agreement.

Service Levels means the service levels specified in Schedule 7.

Show Cause Event has the meaning given to it in clause 20.1.

Side Return means the part of a Electric Vehicle Charger labelled as the 'Side Return' in the Design Specification.

Site means the site or location of a Electric Vehicle Charger or where a Electric Vehicle Charger may be installed, as approved by the Council.

Standard Advertising Period means a period of two weeks.

Term means the Initial Term and any Further Terms.

Third Party Owner means the owner for the time being (other than a council) of any land constituting a Site on which an Electric Vehicle Charger is, or is to be, situated.

Users means persons to whom electricity is supplied from the Electric Vehicle Charger.

Interpretation

27.1.1 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

27.1.2 Headings are inserted for convenience only and do not affect the interpretation of this document.

27.1.3 If the day on which any act, matter or thing is to be done under this Agreement is not a Business Day, the act, matter or thing must be done on the next Business Day.

27.1.4 A reference in this Agreement to dollars or $ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.

27.1.5 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment and any subordinate legislation or regulations issued under that legislation or legislative provision.

27.1.6 A reference in this Agreement to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.

27.1.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.

27.1.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

27.1.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

27.1.10 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.

27.1.11 A reference to the word ‘includes’ or ‘including' is to be construed without limitation.

27.1.12 Any schedules and attachments form part of this Agreement.

Execution and date

Executed as a Deed.

THE COMMON SEAL of **THE CORPORATION OF THE CITY OF CAMPBELLTOWN** was hereunto affixed in the presence of:)

……..
Mayor

……..
Chief Executive Officer

EXECUTED by **JOLT CHARGE PTY LIMITED (ACN 627 377 780)** in accordance with section 127 of the *Corporations Act 2001* (Cth))

……..
Director

……..
Director/Secretary

Schedule 1

Councils

1. The Corporation of the City of Campbelltown

Schedule 2

Existing Electric Vehicle Chargers and related Additional Structures
[To be listed if any which come under new management]

Schedule 3

Design Specification

The specification set out in this Schedule 3 as at the date of this Agreement is not yet approved by the Council. The proposed design specification will be subject to the Council's approval in accordance with the following process:

1. The Provider will submit the design specification to the Council for approval.

2. The Council may request reasonable changes to the design specification and specify a timeframe within which such changes are to be made to the design and the time for resubmission of the design.

4. Once the Council is, acting reasonably, satisfied with the design, the Council will notify the Provider in writing and the design shall be the Design Specification for the purposes of this Agreement.

Schedule 4

Payment and fees

[TO BE COMPLETED AND AGREED]

Schedule 5 Advertising

Standards

The following standards as amended, updated or replaced from time to time:

1. Australian Association of National Advertisers "AANA Advertiser Code of Ethics"

2. Australian Association of National Advertisers "AANA Food and Beverages Advertising & Marketing Communications Code"

3. Australian Association of National Advertisers "AANA Code for Advertising to Children"

4. Federal Chamber of Automotive Industries "Voluntary Code of Practice for Motor Vehicle Advertising"

5. Australian Association of National Advertisers "AANA Wagering Advertising & Marketing Communications Code"

Schedule 6 Maintenance

Services

Electric Vehicle Chargers and Additional Structures

1. The Provider must ensure that all Electric Vehicle Chargers and all Additional Structures are:

   (a) kept clean and free of graffiti;

   (b) inspected by the Provider regularly and at least once per month; and

   (c) otherwise maintained in accordance with the skill, diligence, prudence and practice that would be reasonably expected of a skilled and experienced provider of outdoor advertising, and electric vehicle charging services, including by periodically replacing or repairing worn components, including the seats, Footings, pavement and paintwork.

2. The Provider must ensure that Electric Vehicle Chargers and Additional Structures continually comply with the Design Specification and that any defects are promptly rectified, including by rectifying defects caused by:

   (a) vandalism;

   (b) adverse weather conditions; and

   (c) traffic accidents.

3. The Provider must remove all debris where an Electric Vehicle Charger or Additional Structure has been damaged.

4. Where the Electric Vehicle Charger includes a timetable panel, updating the timetable poster as required by the Council.

Site maintenance

1 The Provider must ensure that:

   (a) all Sites are clean, safe and otherwise comply with the requirements of this Agreement and the relevant Council; and

   (b) where applicable, quality topsoil is spread over disturbed areas within a nature strip and that those areas are then seeded.

Schedule 7

Service Levels

Maintenance of Electric Vehicle Chargers and Additional Structures

The Provider shall:

(A) undertake a routine maintenance visit to clean all visible faces (glazing, frame, seating and timetable cases) of all Electric Vehicle Chargers and Additional Structures every four (4) weeks, in accordance with and using recommended cleaning products from the manufacturer of the Electric Vehicle Chargers and Additional Structures;

(B) hold the necessary materials to replace all branding, non-smoking and customer service signage that is unable to be cleaned or is no longer fit for purpose at the routine maintenance visit;

(C) undertake the routine maintenance visit in a manner that does not interfere with services to the public or introduce an unacceptable environment risk or safety risk to the public;

(D) remove graffiti from all visible faces of the Electric Vehicle Chargers and additional structures within twenty-four (24) hours of notification;

(E) make safe the Electric Vehicle Charger and Additional Structure site within four (4) hours of notification in the event of the Electric Vehicle Charger and Additional Structure site becoming a safety risk to the public because of structural damage, including glass breakage. Electric Vehicle Charger and Additional Structure shall be completely repaired within one (1) week of notification;

(F) repair defects to the Electric Vehicle Charger and Additional Structure that do not create a safety risk to the public (excluding graffiti) at the next scheduled routine maintenance visit;

(G) immediately notify the Council of any urgent maintenance activities undertaken that are not routine in nature.

Customer experience and information

(H) Provide 24/7 communication channels for users, including a clearly advertised telephone number on their website, app and devices. The Provider must have a complaint handling process addressing the manner in which it will respond to queries and complaints, which shall be made available for inspection upon request by the Council.

(I) Make available to users of the Electric Vehicle Chargers the terms and conditions of use of which promote responsible and legal use, public safety and good behaviour.

Incident reporting

(J) Notify and provide reports on any known incidents and injuries resulting in hospitalisation or paramedic attendance of a user or third party within 24 hours of the incident time.

Reporting and data sharing

(K) Provide, upon reasonable request by the Council, a monthly report on the statistics on the following components of the Provider's operations:

(1) The number of customer feedback queries received and categorised. The report shall include the number and type of complaints reported by users, non-users, Councils, Government Agencies or any other sources. The report should include the average time taken to resolve complaints and by type.

(2) Carbon emission reporting including the estimated total kWh and time consumed to charge each vehicle

(3) Any other data available that is relevant to measure the take up of the EV charging

(L) The report in (K) is to be provided outlining the data collected and analysed for each calendar month. The report must be provided electronically by the 15th day of the following month.

(M) Provide, upon reasonable request by the Council, access to any user surveys and responses undertaken, or surveys that the Permit Holder is a participant to. This data must be in an anonymous format.

Additional charging services

(N) The Provider may provide additional charging services to the following products via an all-weather 240V socket.

- Mobility Scooters
- E-Bikes (private)
- E-Scooters (private)
- Mobile phones

These services are provided to general members of the public, excluding companies operating shared mobility services. Such companies will have to pay for energy consumed.

Bluetooth Traffic Beacon hosting

The Provider may host Bluetooth beacons for tracking pedestrians and traffic throughout the Council Area.

Schedule 8

End of Term Services

The Provider must:

(a) remove all of the chargers and additional structures;

(b) provide a Report listing all Electric Vehicle Chargers and Additional Structures, including the Site on which they have been removed from as at the date of termination or expiry;

Schedule 9

Report

The Provider will provide council with the following:

DATA SET	SPECIFIC DATA FIELDS	SAMPLING FREQUENCY, TIME PERIOD	UNITS	SOURCE	FORMAT	DISSEMINATION
Operating Data (for each site)	Number of charge events	Once Quarter in arrears	number	JOLT	Report	City only
	Charge events by charger type	Once Quarter in arrears	number x kW	JOLT	Report	City only
	Charge per event	Once Quarter in arrears	kWh/event	JOLT	Report	City only
	Park time vs charge time	Once Quarter in arrears	minutes	JOLT	Report	City only

Schedule 10

Form of permit to be issued pursuant to the Local Government Act 1999