

Terms and Conditions & Legal Disclaimers of Electric Vehicle (EV) Charging Service (Service) at Ocean Park Hong Kong

1. This is a self-service EV charging station. Users are required to understand and agree with the user guide and the terms and conditions of use before using the charging service.
2. This EV charging station (Charging Station) is provided by Ocean Park Hong Kong (Ocean Park) for EV(s) which are properly licensed and certified by the Government of the Hong Kong Special Administrative Region or its duly authorized agents.
3. Users undertake to comply fully with the EV charging service user guide in the operation of the charging system.
4. Users are solely responsible to ensure that the charging is carried out safely, and to prevent death or injury to any person or loss or damage to property. In particular, user must ensure that:
 - the EV and all devices connected to the Charging Station by you, or on your behalf, are in good and safe condition and suitable for use and technically compatible with the EV Charging Station;
 - the charging cable has been safely plugged into the EV charging port before charging;
 - the charging cable has been disconnected from the EV charging port before driving off.
5. Users must not use or attempt to use the Service, or permit any party to use the Service, in a manner that:
 - is unlawful, fraudulent, improper or unauthorized or for immoral purpose;
 - will violate or infringe the rights or privacy of others, including without limitation, any Intellectual Property Rights;
 - will cause annoyance, inconvenience or needless anxiety to any person;
 - will modify, damage, or disassemble any portion of the Charging Station;
 - is not consistent with the purpose the Service is meant for;
 - is for your own or any party's (excluding Ocean Park) commercial gain; or
 - will damage, interfere with, cause any deterioration or degradation of the operation of performance of the Charging Station.

Once discovered, in addition to being prohibited from using the Service, Ocean Park reserves all rights to pursue legal responsibility.

6. Once charging is in process, charging cable will be locked. Should you wish to stop charging and disconnect the charging cable from the charger, please follow the procedures of "stop charging".
7. The EV charging station provides a maximum output power, the actual charging power and charging speed may vary depending on factors such as model of the electric vehicle, the supported voltage/current/power of the electric vehicle, the configuration inside the electric vehicle, the battery settings, and the state of charging of the battery.
8. EV charging service is only applicable to EV with IEC Type 2 charging plug.
9. EV charging service is charged per hour session (or part thereof). No refund will be made on any early cancellations of charging service. The charging time and fee in charging system should prevail, considered to be final and conclusive. In the event that any losses/damages occur due to technical issues or any other abnormal circumstances that prevent the system from completing charging transactions, Ocean Park shall not bear any responsibility.
10. If charging cable has not been disconnected within the charging time limit and/or grace period 15 minutes and vacate the EV parking space, users will be charged idle fee HK\$5 per minute (or part thereof).
11. Only EV in charging process can be parked at the designated EV parking spaces. Ocean Park reserves the right to impound, tow or remove any unauthorized vehicle parked at the designated EV parking space including but not limited to EV that completed charging session(s) and/or stopped charging or other vehicles that occupies the EV parking spaces for EV charging, while the unauthorized user are subject to HK\$320 penalty.
12. Users agree that Ocean Park shall be entitled, at any time without prior notice, to restrict, cancel, terminate or suspend the charge service or use of the Charging Station or the EV charging system.
13. Ocean Park shall use due care and skill in providing the Service to you. However, given the nature of EV charging (including services and product that Ocean Park do not own or control), Ocean Park cannot promise that the Service will be continuous or fault free.
14. Users should stop using the Charging Station and charging service immediately if any defect/malfunctioning of the EV charging station is noticed. Ocean Park assumes no undertakings, warranties, or guarantees to the quality, standard and function of the Charging Station.

15. Users must reimburse Ocean Park for any loss (including the costs of repairs) or damage caused to us as a result of loss, theft or damage to the Charging Station to the extent that users have (directly or indirectly) caused or contributed to that loss, theft or damage.
16. Users shall indemnify all claims and liabilities for any damage to property or for injury or death of any person arising out of or caused by incorrect or unreasonable use of the Charging Station.
17. Ocean Park shall not accept any legal responsibility for any death, personal injuries and property damages, and Ocean Park shall not be liable for any direct and indirect consequences, caused by or arising from the use of the Charging Station. Upon choosing to use the Charging Station, user understand that they are responsible for all risks and liability caused by or arising from its usage and shall not seek to claim any compensation from Ocean Park.
18. Ocean Park reserves the absolute right to change or amend the terms and conditions from time to time without any prior notice. In the event of a dispute, Ocean Park reserves the absolute right of final decision on the interpretation of the terms and conditions.