

VEHICLE BOOKING SYSTEM (VBS) TERMS OF USE

These terms apply to the use of Lyttelton Port Company Limited's (*LPC, we, us, our*) vehicle booking system (*VBS*) by anyone (*you, your*) wishing to deliver or collect containers to or from LPC's relevant container handling sites (as notified by LPC on our website) (*Sites*).

By registering to use and/or using the VBS, you accept these terms (which include the VBS User Guide).

We may amend these terms (and/or the VBS User Guide or any aspect of the VBS) from time to time. By continuing to use the VBS after any such amendment, you are deemed to have agreed to the amendment.

1 Registration

- 1.1 You must register your entity (and each individual proposed to use the VBS as a "User" on your behalf) by completing the relevant application forms on our website in accordance with the VBS User Guide. You warrant that you are authorised to provide personal information of Users to us in connection with use of the VBS. The Privacy Statement on our website governs our collection, use and disclosure of such personal information. We may audit and track your (and your Users) use of the VBS.
- 1.2 If we accept your registration application, we will email you a user name and password. Your registration, username and password are for you only and are not assignable or transferable to any other person. You must keep your username and password secure and confidential and not disclose them to any other person. You are responsible and liable for any and all activities that occur under or through the use of your username and password (or that of any registered User).
- 1.3 You must notify LPC immediately you become aware of any unauthorised access or use of the VBS and take any action which is necessary or which LPC may reasonably require to prevent any further unauthorised access or use.

2 Using the VBS

- 2.1 From VBS "go-live", containers may only be delivered or collected to Sites during timeslots booked, confirmed and manifested through the VBS in accordance with these terms and the VBS User Guide published on LPC's website.
- 2.2 To confirm a timeslot booking, we must have received all information and documentation we require for the delivery or release of that container.
- 2.3 A timeslot booking is for you only and not transferable. Once a timeslot booking is made (whether or not confirmed or manifested), it cannot be cancelled and you are liable for all applicable charges for that booking unless you release the booking and that timeslot is booked by another VBS user in accordance with the VBS User Guide.
- 2.4 When using the VBS and delivering or collecting a container from our Sites, you must at all times comply (and ensure all of your drivers (and other employees, agents and contractors) (*Personnel*), vehicles, equipment and delivered containers comply) with:
 - (a) the VBS User Guide (and any other procedures and instructions we issue for the VBS from time to time), our Standard Conditions of Business and our website terms of use (each of which is accessible from our website); and
 - (b) all applicable laws and legal requirements (including Land Transport Rules and the Health and Safety at Work Act 2015).

3 Charges

- 3.1 You must pay all applicable VBS charges set out in the prevailing fees schedule forming part of the VBS User Guide.
- 3.2 All invoices are payable in full, without any set-off or deduction by the due date and in the manner specified on the invoice.
- 3.3 If any amount is not paid when due, interest and enforcement costs may be imposed by LPC in accordance with our Standard Conditions of Business.

4 Health, safety and security

- 4.1 You must ensure that your Personnel entering our Sites at all times comply with:
 - (a) the Conditions of Entry published on our website;
 - (b) our designated access routes; and
 - (c) all other directions and instructions, port signage and other operational, security, health & safety or environmental processes, procedures, plans, policies and requirements notified or otherwise published by us from time to time.
- 4.2 Notwithstanding any timeslot booking, we may at any time in our discretion prohibit or restrict all or any organisations, people, vehicles, equipment or containers from accessing part of or all of our Sites (either at all or for a particular period) for health and safety, security or operational reasons.

5 Warranty of authority and accuracy

- 5.1 You warrant that:
 - (a) you have all necessary right, power, authority and legal entitlement to access and input information about, and deliver and/or collect, those containers that you and your Users deal with using the VBS;
 - (b) all data and information you and your Users input into the VBS is accurate and complete.
- 5.2 You must use your best endeavours to ensure that no virus, Trojan horse, worm or other malware is transmitted to LPC's internal systems and networks, in accordance with good industry standards.
- 5.3 Any information made available through the VBS is confidential and may only be used for the delivery or collection of containers to/from LPC.

6 Disclaimer

- 6.1 You use the VBS at your own risk. The VBS is provided on an 'as is' and 'as available' basis. We cannot, and do not, guarantee access to or availability of the VBS; that information in or accessed through the VBS is current, accurate or complete; or that your use of the VBS will be uninterrupted, timely, and secure, or error or fault free. All warranties (whether express, implied or statutory) are excluded.
- 6.2 To the maximum extent permitted by law we will not be liable (whether in contract, tort (including negligence) or otherwise) for any damage, liability, loss or expense suffered or incurred by you in connection with your (or any User's) use of the VBS; or your (or any User's) inability to use the VBS, access our Sites or deliver or collect containers using the VBS. If for any reason we cannot rely on this exclusion of liability, our liability to you will be limited to \$100 and in no event will we be liable to you for any loss of profits, savings, goodwill or business opportunity or for any indirect or consequential loss.
- 6.3 You acknowledge and agree that your access to and use of the VBS is supplied and acquired in trade; that the Consumer Guarantees Act 1993 does not apply to such access or use; and that such exclusion is fair and reasonable.

7 Indemnity

You indemnify us from and against any loss, cost, liability, claim or expense (including legal costs on a solicitor-client basis) suffered or incurred by us in connection with your and your Users' use of the VBS (including any data and information you and your Users input and any unauthorised delivery or collection of containers), any property damage caused by any act or omission of your Personnel, or any breach of these terms.

8 Suspension, termination and cancellation

We may, in our absolute discretion, at any time, with or without cause, and with or without notice:

- 8.1 accept or reject, with or without conditions, any VBS registration application;
- 8.2 suspend or terminate your VBS registration, any or all of the access/use rights of any User or VBS operations generally (in whole or in part);
- 8.3 release or revoke any timeslot or booking; or
- 8.4 take any other action we consider desirable to protect the security or integrity of our Sites, the VBS and/or our systems or to carry out maintenance or upgrades.

9 Miscellaneous

- 9.1 These terms, together with the other documents referred to in these terms, are governed by and shall be construed in accordance with New Zealand law and constitute the entire agreement between us for the access and use of the VBS.
- 9.2 If any provision of these terms is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, that provision will be amended to the extent necessary to make it legal, valid and enforceable without altering its meaning or intent or, if that is not possible, that provision will be severed from these terms. In any event, the remaining provisions of these terms will remain in full force and effect.