

Engenie Site Introduction Offer Terms and Conditions

1 Definitions

1.1 In this Agreement:

Applicant means a UK resident (excluding Northern Ireland) who is 18 years or older with a bank account, except for the following:

- (a) employees of Engenie and any of its holding and subsidiary companies and their immediate families are ineligible to enter;
- (b) employees of any suppliers and/or agents of Engenie and of its holding and subsidiary companies; and
- (c) those who are professionally connected with the application process or with the administration of the same.

Application means an application as set out in clause 3.2 by an Applicant to introduce Engenie to a landlord or property manager of a publically accessible car park which the Applicant believes would a site acceptable to Engenie as a location for one or more electric vehicle rapid charge points.

Engenie means Engenie Ltd, whose registered office is Camburgh House, 27 New Dover Road, Canterbury, Kent, CT1 3DN.

2 Introduction

2.1 These terms and conditions set out the terms and conditions under which:

- (a) an Applicant makes an Application to Engenie to introduce a landlord or property manager;
- (b) Engenie will assess an Application to decide whether an Application is successful or not;
- (c) an Application will be successful.

2.2 Engenie's decisions in relation to whether an Application is successful or not are final and no correspondence will be entered into in relation to the reasons for any decisions taken.

2.3 By submitting an Application, the Applicant agrees to and accepts these terms and conditions.

3 How to apply

3.1 Applicants must provide the landlord/property manager who is the subject of the Applicant's Application with Annex 1, prior to submitting an Application.

3.2 In order to submit an Application the Applicant must fill out the application form on Engenie's website available at www.engenie.co.uk, detailing the following:

- (a) Applicant's name;
- (b) Applicant's contact telephone number/email address;
- (c) the name and address (including postcode) of the publically accessible car park which the Applicant believes would a site acceptable to Engenie as a location for one or more electric vehicle rapid charge points;
- (d) the company/corporate name of the landlord or property manager of the car park specified in (c) above;

- (e) a corporate email address for the landlord or property manager in (d) above (for the avoidance of doubt Hotmail, Gmail, Outlook, Yahoo or similar email addresses will not be accepted).
- 3.3 Applications which are incomplete, misspelt or incomprehensible are void and will not be accepted by Engenie.
- 3.4 Applicants can submit multiple Applications to Engenie but each Application must be for a different car park.
- 3.5 If there are multiple Applications relating to the same car park, the first valid Application by an Applicant will be progressed by Engenie in accordance with clause 5. Any subsequent Applications relating to the same car park will be void.
- 3.6 If Applications are submitted at the same time relating to the same car park, the fee will be split equally between those Applicants.

4 Applicant's Rights

- 4.1 The Applicant shall have no right or authority to:
- (a) enter or conclude any agreements with a landlord or property manager in respect of any Application made by the Applicant;
 - (b) negotiate any agreements with a landlord or a property manager in respect of any Application made by the Applicant;
 - (c) represent themselves as an agent or representative of Engenie;
 - (d) represent that they are acting on behalf of Engenie.

5 Assessment criteria

- 5.1 Engenie will carry out the following assessment of each Application:
- (a) **Stage 1:** Engenie will assess the car park location against a set of quantitative and qualitative site criteria which will produce a score that meets or exceeds the go-ahead threshold. Only those Applications which meet or exceed the go-ahead threshold will proceed to Stage 2.
 - (b) **Stage 2:** Engenie will establish whether a satisfactory grid connection (in Engenie's sole opinion) can be secured at the car park. Only those Applications where a grid connection satisfactory to Engenie can be secured at the car park will proceed to Stage 3.
 - (c) **Stage 3:** Engenie will work with the property manager or landlord nominated in the Application, provided they are happy to proceed, to agree and sign a lease for the use of space in the car park to install and operate one or more electric vehicle rapid charge points. Only those Applications where a lease is signed between Engenie and the landlord of the car park nominated in the Application will proceed to Stage 4.
 - (d) **Stage 4:** Engenie shall install and energise one or more electric vehicle rapid charge points in the car park nominated in the Application.

6 Selection of the Successful Applicant

- 6.1 A successful Applicant will be an individual whose Application has completed Stage 4 (i.e. an electric vehicle rapid charge point has been energised at the car park nominated in the Application) (a "**Successful Applicant**").

7 Introduction fee Successful Applicant

- 7.1 The Introduction fee payable by Engenie to a Successful Applicant is £1,000 inclusive of any applicable VAT, sales tax and any other taxes.

- 7.2 For the avoidance of doubt, Engenie will incur the reasonable costs of:

- (a) communication between Engenie and the landlord or property manager;
- (b) costs of installing an electric vehicle rapid charge point;

- 7.3 Successful Applicants will be paid the fee of £1,000 by bank transfer.

8 Notification of the results and receipt of the fee

- 8.1 Engenie will contact by telephone or email any Applicant whose Application has completed Stage 3 (i.e. when the lease is signed) to inform them that their Application is progressing to Stage 4. Engenie is under no obligation to contact any Applicant prior to their Application completing Stage 3.

- 8.2 Engenie will notify the Successful Applicants by telephone or email within 14 days of their Application completing Stage 4. At this point Engenie will request the bank account details of the Successful Applicant to enable Engenie to deposit the funds.

- 8.3 The Successful Applicants will receive the Introduction fee within 7 days of the Successful Applicant providing his/her bank details.

9 Social Media Platforms

- 9.1 The Applicant acknowledges that this application process is run by Engenie, and not by any of the social media or press channels which are used to promote it.

- 9.2 Please note this is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter and LinkedIn. Facebook, Twitter and LinkedIn are not responsible to Applicants in respect of any aspect of this agreement. By entering this agreement, you are providing information to Engenie and its third party associates contracted for the purpose of administering this agreement and not to Facebook, Twitter or LinkedIn.

10 Data Protection and publicity

- 10.1 Applicants are to ensure they comply with the all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, General Data Protection Regulation (EU) 2016/679. Applicants must, for example:

- (a) only provide the information required to submit an application and not collect any other personal information from the landlord or property manager;
- (b) should ensure they keep the personal information of the landlord or property manager safe at all times;
- (c) only use personal information of the landlord or property manager for this application.

- 10.2 The Applicant acknowledges that the Applicant may be required to be featured in publicity if the Applicant is a Successful Applicant.

11 General

- 11.1 Engenie reserves the right to stop applications being received at any time and/or amend, cancel, suspend, or void these terms where it becomes necessary for Engenie to do so.
- 11.2 The Applicant shall not engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations or codes including, but not limited to, the Bribery Act 2010.
- 11.3 These terms and conditions shall be governed by and construed in accordance with the laws of England and any disputes shall be subject to the non-exclusive jurisdiction of the English Courts.

**ANNEX 1
APPLICANT TO PROVIDE TO LANDLORD/PROPERTY MANAGER PRIOR TO SUBMITTING AN
APPLICATION**

I am introducing you to Engenie Ltd, whose registered office is Camburgh House, 27 New Dover Road, Canterbury, Kent, CT1 3DN. I am providing personal information about you as a contact of the business (name and corporate email address) to Engenie Ltd to introduce you to Engenie Ltd. Engenie Ltd will use your personal information to process my introduction of you to Engenie Ltd and Engenie Ltd will be in touch with you if Engenie Ltd believes your site could be suitable as a location for one or more electric vehicle rapid charge points. Your personal information will only be used in accordance with Engenie Ltd's Privacy Policy which is available at <http://engenie.co.uk/privacy-policy/>.
