

Terms and conditions

ENOZZLE LTD

TERMS AND CONDITIONS OF SERVICE

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PARTIES

The first party is Enozzle Ltd trading as Enozzle, a company registered in England and Wales. Our company registration number is 14360185 and our trading office is at F007, Llandudno Town Hall, Lloyd Street, Llandudno, LL30 2UP ("we, our"). The registered office is 66 Gainsborough Road, Crewe, CW2 7PJ.

The second party is you. By accepting these terms and conditions you agree to be bound by them and warrant that you are contracting as either a business and or a consumer.

DEFINITIONS

"Writing" includes email.

"Our WebSite" means enozzle.co.uk

"Our App" means our mobile application software which we make available for use by Drivers on various devices.

"Site" unless otherwise described means a parking space, group of parking spaces, car park, or other place at which the Enozzle service is available or to be made available.

"Location" means an individual parking space at which the Enozzle service is available or to be made available.

"Location Operator" means you or your agent which has oversight of the equipment at a Location and/or responsibility for supply of Driver-Services at a Location.

"Driver" means a Driver or other person who is a registered user of the Enozzle service and uses or will use Driver-Services at any Location. It does not include anybody who is not a registered user of Enozzle.

"Driver-Services" means the services to be made available to Drivers at a Site and activated via Our WebSite; for example, the supply of electricity for recharging electric vehicles or the granting of a licence to park.

OUR SERVICES

We facilitate the use and purchase of Driver-Services from Location Operators.

We, acting as a Driver's agent, accept the payment of money from Drivers for the purposes of paying to Enozzle or other Location Operators charges for Driver-Services you supply to them.

The Driver-Services will be provided by Enozzle or by third parties acting on your behalf. Our service is to obtain advance payment for, and facilitate the remote control of the supply of, Driver-Services.

We will send remote signals for the switching on or off of Driver-Services at the supply point Drivers specify, subject to the over-riding control of the Location Operator.

On behalf of Drivers, we will pay the charges raised by Enozzle for the Driver-Services supplied by Enozzle to Drivers, up to the amount of credit balance on the Driver's account with us.

We will respond to any fault in the service within a reasonable time of the fault coming to our attention whether through our own discovery or through a report made by a Driver through Our App or through a report made by you.

If you have provided us with an email address for your maintenance contractor and the fault appears to be with your equipment, we will send notification to your maintenance contractor by email.

If the fault appears to be within our control, we will use reasonable endeavours to rectify it as soon as possible.

We will at all times use reasonable care and skill to provide the service.

OUR CHARGES

We will charge you:

A connection fee to connect you to our services;

A transactional Kw usage fee in relation to the amount of electricity consumed by the Driver.

PROVIDING THE SERVICE

We provide a facility for Drivers to open an account with us via Our App for the purposes of paying in advance for Driver-Services provided by you or other Location Operators.

As long as a Drivers' account is in credit, when we receive an electronic signal from them via Our App to enable or disable a Driver-Service at a particular Location we will send an electronic signal to enable or disable that service at the Location.

We will record the amount of metered Driver-Services used by Drivers at the Enozzle Locations, and use that information to report to you the Driver-Services used by Drivers and the Drivers' liability to you for payment for the same.

Payment for Driver-Services. On behalf of the Drivers, we will pay to Enozzle the amounts due in respect of Driver-Services for which they are liable to pay.

In each billing period we will issue to you a summary statement showing:

Driver-Services for which payment is due to you from Drivers.

Our fees.

You may access a detailed statement of Driver-Services included in the summary statement via Our App.

Price disputes. If a Driver reports to us that the price charged was wrong, we will ask them to raise the query with you. If you and the driver are unable to agree on the correct price then you will amend the charge to agree with the driver unless it would be unreasonable to do so.

We are not responsible for the accurate reporting of metered services. We will be relying on the accuracy of manufacturers equipment in recording how much of a service has been supplied. We are

not liable to errors in reported usage which are the result of incorrect calibration of equipment or other faults.

It is Enozzle's responsibility to ensure proper maintenance of the equipment through the engagement of suitable maintenance contractors or otherwise.

We are not responsible for delays outside our control. If the supply of our service is delayed by an event outside our control then we will take all reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

We are not responsible if there is a problem due to incompatibility with Our WebSite software and your browser or device.

What will happen if you do not give required information to us. We may need certain information from you so that we can supply the service, for example to comply with legal requirements or to meet the technical or administrative requirements. We will not be obliged to supply the service if we are unable to supply the service effectively because you have not given us the information we need. You agree to provide such information within a reasonable time of us asking for it.

Reasons we may suspend the supply of services to you. We may suspend provision of the service in respect of your Site or Sites:

to deal with technical problems or make technical changes;

to update the service to reflect changes in relevant laws and regulatory requirements;

to make changes to the service as requested by you or notified by us to you;

if you owe us money and have failed to pay us by the due date or failed to pay for the individual supply of electricity requested;

if we have reason to believe you are, or may become, insolvent, or unable to pay debts as they fall due.

If we suspend the supply of services then we will tell you 14 (fourteen) days in advance unless the reason for suspension is urgent or an emergency. If we suspend the service for technical reasons, we will use our reasonable endeavours to restore it as soon as possible.

YOUR RIGHTS AND RESPONSIBILITIES

Maintenance of Location notices. You will at all Sites erect and maintain a prominent notice or notices which is, or of which at least one is, clearly visible from all Locations indicating

that the Enozzle service can be used at this Site;

that the prices for Driver-Services are shown by the Enozzle app;

the terms of agreement between Enozzle and the Driver for the supply of Driver-Services.

You may display our logo for the purposes of notices erected on your Sites at which our service is available, or in your literature, including on-line literature, for the purposes of advertising the availability of our service at your Sites but not for other purposes. Upon termination of this agreement, you must as soon as reasonably practical

remove our logo and cease from further use of it and;

cease to advertise the availability of our service at your Sites.

Maintenance of equipment. Enozzle will maintain the equipment at each Location to ensure its safe and correct operation at all times. If we are not providing the internet connection to a Location, then you must maintain its internet connection, whether wired or wireless, including the static IP address and routing.

Maintenance of supply. Enozzle will use reasonable endeavours to ensure the maintenance and constancy of the electrical supply to the Location.

Authorised supply. Enozzle will ensure that the supply of Driver-Services can only be made to a Driver or vehicle authorised to receive the supply by way of a signal from us that the Driver has authorised the supply to be enabled. You must not supply Driver-Services to a Driver without having first received the signal to enable the supply, nor after having received a signal to disable supply.

Notification of prices. It is your responsibility to set the correct prices for Driver-Services via Our app.

If you supply to a Driver more than we have authorised then Enozzle will not hold the Driver liable to pay for the amount over-supplied.

Telling us if your contact details change. You must tell us in Writing if you change your telephone number, trading address, or registered office.

Telling us if the equipment at a Location has changed or moved. You must tell us in Writing if you change or move the equipment after it has been installed.

Dealing with Driver problems. Enozzle will deal with all problems encountered by Drivers using Location equipment.

Indemnity. Subject to the limitations herein, you indemnify us against the cost of defending any claim brought against us by a Driver consequent in whole or in part on any act or omission by you and against any award made against us in damages or otherwise in such a claim.

TERMINATION

Either party may terminate this agreement by giving notice in Writing.

The notice must be given to the other party's usual address.

The notice must specify the date and time when the agreement will end.

The notice must be delivered 60 days before the date the agreement will end.

If you terminate this agreement under this clause, you will not receive a refund of management fees already paid.

Non-liability for Driver-Services after notice of termination. If this agreement is terminated for any reason, whether by you or by us, we will not be liable to pay for Driver-Services supplied after the earlier of

An event causing breach of contract; or

Delivery of a notice of intent to terminate forthwith.

The expiry of the notice period for termination on notice;

You have a right to terminate the agreement for the following reasons:

there is a risk that supply of our service may be significantly delayed because of events outside our control;

we have to suspend the service for more than 30 days, or tell you we are going to suspend it for more than 30 days.

We may end the contract if you break it. We may end the contract at any time by Writing to you if:

you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due, time being of the essence;

you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the service;

you attempt to interfere in any way with the functioning of Our WebSite, equipment, or electronic signalling systems;

You must compensate us if you break the contract. If we end the contract following breach by you then we will charge you reasonable compensation for the costs we will incur as a result of your breaking the contract.

We will not continue to provide the service after termination of this contract. Upon termination of this agreement, however caused, we will take steps to ensure no electronic signal can be sent by us to enable Driver-Services at the Locations covered by this agreement or to allow Drivers to access Driver-Services at the Locations covered by this contract using Our WebSite or Our App.

VARIATION

We may vary this contract where required to comply with applicable law or regulation, or because of a change imposed by a third party, such as a telecommunications provider, by giving as much notice as is reasonably practical.

It is envisaged that variation may from time to time be made to add or remove Locations or Driver-Services and that such variation shall not have any effect on the rest of this agreement.

You may add a Location or Driver-Service by activating it via our app.

You may remove a Location or Driver-Service by giving us 7 days' notice in Writing that you wish to remove it.

IF THERE IS A PROBLEM WITH THE SERVICE

How to tell us about problems. If you have any questions or complaints about the service, please contact us. You can write to us at our usual address or email info@enozzle.co.uk.

If there is a problem with our service. If you are aware of any problem with the service in connection with an individual Site or Location or in general you must inform us as soon as reasonably possible.

If you become aware of any problem with a Driver-service you supply then you must tell us as soon as reasonably possible.

If we become aware of any problem with a Driver-service you supply then we will tell you as soon as reasonably possible.

Problems alluded to above include but are not limited to

Failure to supply at all;

Supply of services to the wrong Location;

Interruption of supply;

Interception or use of supply by a third party;

Failure of signals to enable or disable supply to result in the supply being enabled or disabled.

PRICE AND PAYMENT FOR DRIVER-SERVICES

Enozzle determine the price of Driver-Services. Enozzle must notify the Driver of the prices to be charged to Drivers electronically in accordance with the procedure set out on Our App.

You agree for your company's VAT number to be shown to the Driver's account after they have used your services. For tax and receipting purposes, if applicable, the Drivers will receive a statement or invoice which will include your company name, and company VAT number.

Price advertisements on Site. Enozzle are not obliged to advertise the price of Driver-Services at Sites but if you do then you must ensure that the price advertised is the same price you input to Our App.

What happens if the price is wrong. It is always possible that, despite our best efforts, we may pay the wrong price for services used.

If the price paid by us was wrong. If through our error we pay the wrong amount to you on behalf of a Driver or Drivers, then once we have been notified and have verified that an error was made we will deduct the overpayment from or add the underpayment to the next payment.

If as a result of your fault a Driver is charged less than the price advertised by you then you will not seek to recover the underpayment from the Driver either via us or otherwise.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us if we fail to comply with these terms or fail to use reasonable care and skill. Our liability is limited by this agreement.

Neither party excludes or limit in any way its liability where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

Neither party is liable for business losses. Neither party will be held liable for any loss of business, loss of income, loss of profit, business interruption, or loss of opportunity, loss of goodwill, or any indirect or consequential loss due to any failure to comply with its obligations under this agreement.

HOW WE WILL USE DRIVERS' PERSONAL INFORMATION

How we will use personal information supplied to us by Drivers. We will use the personal information Drivers provide to us:

to provide the Enozzle service to them;

to accept money from them for ultimate payment to you or other Location Operators;

for other purposes specifically agreed to during the registration process. and for no other purposes except as may be required by law.

In providing the services, we confirm we will comply with the Data Protection Act 1998 and the EU General Data Protection Regulation when it applies.

We will only use payment gateway providers who comply with the Payment Card Industry Data Security Standard.

We will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data obtained from Drivers and against the accidental loss or destruction of, or damage to, such personal data.

Will not provide Drivers' personal information to you. We will at your request provide anonymised information to distinguish individual accounts for necessary accounting purposes, but we have the right to refuse if we reasonably believe the provision will cause any breach of our data protection obligations at the time.

OTHER TERMS

Entire Agreement. These terms, including variations as to the specification of Locations and Driver-Services constitute the entire agreement between us. In particular, no additional representation made by us or any agent or representative is a contractual term.

Either party may transfer its rights and obligations under this agreement to someone else subject to the following limitations.

No assignment may be made unless the intending assignor has first given 90 days notice in Writing to the other party to this agreement unless that party has given notice in Writing that it consents to the intended assignment being made sooner.

No assignment may be made if the intending assignor has any outstanding debt under this agreement or any legal proceedings between the parties to this agreement are underway unless the other party to this agreement has given notice in Writing that it consents to the intended assignment.

No assignment may be made to an assignee which is, or which the intending assignor has reason to believe will become, insolvent, in liquidation, in administration, or bankrupt.

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to this contract and where you may bring legal proceedings. These Terms & Conditions are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

Alternative dispute resolution. Alternative dispute resolution (ADR) is a process where an independent body considers the facts of a dispute and seeks to resolve it, without having to go to

court, for example, mediation. You agree not to issue proceedings in any jurisdiction except that you have first agreed to and concluded an ADR process, or we agree that no ADR process is suitable in the circumstances.

END.