


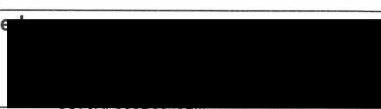
ENTERPRISE CAR CLUB DEVELOPER AGREEMENT

Order Form

Enterprise Car Club ("Enterprise")	Enterprise Car Club is operated by ENTERPRISE RENT-A-CAR UK LIMITED. Co. No. 02946689 Registered Address: Enterprise House, Vicarage Road, Egham, Surrey TW20 9FB, UK. Tel: 01784 221 300. Email: business@enterprisecarclub.co.uk.
Name of Developer ("Developer")	Beckton Parkside Management Company Limited
Developer Company Number	11042072
Developer Registered Address	Beckton Parkside Management Company Limited, C/O DJC Property Management Limited, Woodland Place, Wickford Business Park, Hurricane Way, Wickford, Essex, SS11 8YB
Contact details for lead contact at the Developer	
Name:	Michael Waller
Address:	Beckton Parkside Management Company Limited, C/O DJC Property Management Limited, Woodland Place, Wickford Business Park, Hurricane Way, Wickford, Essex, SS11 8YB
Email Address:	Mike.waller@bellway.co.uk
Telephone Number:	01689 886 400
Start Date for the Scheme	Dec 2022
Commencement Date of the Agreement	Dec 2022
Minimum Term of the Agreement	36 months
Number of Enterprise vehicles to be provided under the Scheme (the "Vehicles")	1 Vehicle
Description of the Property (inc. Planning Reference No(s).) (the "Property")	Beckton Parkside, Viking Gardens, London, E6 5YR
Description of the Parking Spaces (if applicable)	1 parking spaces at the Property being such spaces which benefit from an adequate mobile phone signal for the operation of the Scheme and are marked out and provided with posts suitable for Enterprise sign.
Fees (exclusive VAT)*	(1) Promotion Fee: N/A (2) Initial Support Fee: N/A (3) Contract Fee: £30,000 ex VAT (4) Ongoing Support Fee: N/A (together, the "Fees"). Fees to be paid by the Developer to Enterprise prior to the Start Date.
Promotional Pricing	3 Years Free Membership and £50 driving credit.
Section 106 Agreement (if applicable)	N/A

*Fees may be subject to change if Enterprise membership or discount card prices change generally before the Start Date in which case Enterprise Car Club shall notify Developer of the revised Fees.

This Order Form together with the Terms and Conditions and any schedules or annexures thereto forms the entire agreement (the **Agreement**) between Developer and Enterprise. The undersigned hereby confirms that it is duly authorised to sign this Agreement on behalf of Developer.

Signed 	Signed 
For and on behalf of Developer	As authorised signatory for Enterprise Car Club
Name: MICHAEL WALLER	Name: Mike Marshall
Title: DIRECTOR	Title: Director of Finance UK & Ireland
Date: 21/04/2022	Date: 26-04-22 07:58 BST

Terms and Conditions (the "Terms")

1 Definitions and Interpretation

Applicable Laws means all applicable laws, regulations, regulatory requirements, directives, health and safety requirements, fire regulations, orders, codes of practice, including guidelines and recommendations as amended and in force from time to time;

Car Club Services means any scheme offering individuals access to a vehicle without ownership, usually on a 'pay as you drive' basis;

Charging Point means the electric vehicle charging point that Developer will provide for Parking Spaces (as relevant) in accordance with the Parking Space Specification.

Confidential Information means all information of a confidential nature or which is marked confidential, which is disclosed by one party to the other party in respect of the business of the parties from time to time;

Data Protection Legislation means any applicable laws related to data protection in force from time to time;

Exempted Interruption a Force Majeure Event or any Scheduled Maintenance;

Force Majeure Event means any cause preventing either party from performing all or any of its obligations which arises from circumstances beyond the reasonable control of that party;

Losses means any costs and expenses (including management, legal and other professional costs and expenses), penalties, interest, liabilities, damages, awards, settlements or other losses (including economic loss and loss of profit, revenue or goodwill).

Member means a Resident that is a registered Enterprise Car Club member;

Parking Controls means all reasonable parking measures as may be required by Enterprise from time to time to be put in place by Developer at Developer's expense to ensure that the Parking Spaces are available exclusively for the Vehicles all times;

Parking Spaces means the designated parking places as described in the Order Form to be provided by Developer at the Property at Developer's expense;

Parking Space Specification means a specification provided by Enterprise in writing from time to time which details the requirements for the Parking Spaces;

Resident means the person or persons occupying each dwelling on the Property from time to time for the term of the Agreement;

Scheduled Maintenance means any planned maintenance of the Systems or any associated hardware or software;

Scheme means the Car Club Services to be provided by Enterprise at the Property which will provide Members with the ability to rent the Vehicles on a short-term rental basis for a minimum of half an hour;

Systems means Enterprise's vehicle management, payment and customer services systems set out in Schedule 1 as amended from time to time.

- 1.1 All terms defined in the Order Form shall have the same meaning in the Terms and any schedules unless stated otherwise.
- 1.2 References to the Property shall include any rented land or parking spaces provided by Developer on a temporary basis (if applicable).

2 Appointment and Term

- 2.1 Developer hereby appoints Enterprise to be the exclusive provider of Car Club Services at the Property.
- 2.2 The Agreement shall commence on the Commencement Date and shall (except as expressly provided for in the Terms) continue in force for the Minimum Term.
- 2.3 After the Minimum Term, the Agreement shall continue in force unless and until terminated in accordance with clause 3.

3 Termination

- 3.1 Either party shall be entitled upon written notice to the party in default to terminate the Agreement if the party in default: (a) commits a material breach of any of its obligations under this Agreement which is incapable of remedy, or if capable of remedy, has not been remedied within 30 days of receipt of written notice requiring remedy; (b) ceases or threatens to

cease to carry on the whole or a substantial part of its business; (c) makes any voluntary arrangement with its creditors; (d) is the subject of a resolution passed (other than for the purpose of solvent amalgamation or reconstruction) or order made for winding up; (e) is the subject of: (i) a notice of intention to appoint an administrator, (ii) a notice of appointment of an administrator, (iii) an administration application or (iv) an administration order; (f) has an administrator appointed over it; or (g) has a receiver or administrative receiver appointed over all or any of its undertaking property or assets.

- 3.2 Enterprise may terminate the Agreement in the event that the Parking Spaces are not capable of being used for the Scheme by giving written notice to Developer.
- 3.3 Either party may terminate the Agreement upon giving to the other not less than 6 months' written notice, such notice to expire on or after the last day of the Minimum Term.
- 3.4 All rights and obligations of the parties shall cease to have effect immediately upon expiry or termination of the Agreement except that clauses 4.8, 8, 9 and 10 shall remain in force.
- 3.5 Termination shall be without prejudice to the rights and remedies of either party may have against the other or which may have accrued up to the date of, or arise out of, termination or expiry of the Agreement.

4 Developer's Obligations

- 4.1 Developer shall ensure that the Parking Spaces: (a) are available to Enterprise free of charge; (b) are reserved exclusively for the Vehicles; (c) meet the Parking Space Specification; (d) are marked out and maintained at Developer's expense in accordance with the Parking Space Specification; (e) are accessible to Members at all times; and (f) have adequate mobile phone signal for the operation of the Scheme.
- 4.2 Developer shall introduce and enforce Parking Controls at all times.
- 4.3 Developer shall perform its obligations in accordance with the Agreement and Applicable Laws at all times.
- 4.4 Developer shall actively promote the Scheme to all Residents as reasonably requested by Enterprise in writing from time to time. As a minimum, Developer shall: (a) provide copies of the Scheme marketing literature ("**Materials**") in Developer's marketing suites, sales office, in each Resident's welcome pack and to all Developer's employees; and (b) provide Enterprise with access to the Property at least one every 6 months' to promote the Scheme, and distribute the Materials.
- 4.5 Developer shall provide Enterprise with details of the number of occupancies at the Property throughout the term of the Agreement.
- 4.6 Developer shall provide and pay the cost of all utilities and services to the Parking Spaces and Property.
- 4.7 Developer grants Enterprise a right to access the Parking Spaces and the Property for the purposes of providing the Scheme.
- 4.8 Developer warrants that it has full power and authority to grant the rights set out in the Agreement and to permit Enterprise to operate the Scheme.

5 Enterprise's Rights and Obligations

- 5.1 Prior to the Start Date, Enterprise shall provide the Vehicles at the Parking Space(s) or, if necessary and as an alternative to providing vehicles at the Parking Spaces, within a 5/10-minute walk from the entrance to the Property.
- 5.2 Enterprise shall offer all Residents the Promotional Pricing.
- 5.3 Except where expressly mentioned in the Agreement, Enterprise shall be responsible for the commercial management of the Scheme, including providing all services related to maintaining the Vehicles, booking the Vehicles, valeting, invoicing Members and maintaining all technology required for the operation of the Systems.
- 5.4 Enterprise shall, in accordance with its internal policies and membership terms, be entitled to: (a) accept or decline any membership requests; (b) terminate any membership; and/or (c) vary its terms of membership.
- 5.5 The Scheme may be provided by Enterprise under such name as it shall determine from time to time.
- 5.6 Enterprise may subcontract any of its rights and obligations under this Agreement. Enterprise shall remain responsible for all obligations performed by its subcontractors.

- 5.7 Enterprise shall: (a) determine the type, brand, model, colour and specification of the Vehicles; (b) ensure that the Vehicles are no more than 36 months old; (c) maintain the Vehicles in accordance with the manufacturer's advised service intervals; (d) be responsible for ensuring the Vehicles are duly taxed; and (e) maintain vehicle insurance in accordance with all Applicable Laws.
- 5.8 The parties agree that additional vehicles can be added to the Scheme subject to demand and mutual agreement between the parties.
- 5.9 Subject to Exempted Interruptions, Enterprise will provide Members with access to all the Systems in order to book a Vehicle electronically anytime. Members will be able to book a Vehicle manually by telephone during normal business hours.
- 6 Section 106 Agreement**
- 6.1 Developer acknowledges and accepts it is Developer's sole responsibility to ensure that the Property, Parking Spaces and the Scheme comply with the Section 106 Agreement.
- 6.2 Prior to the Start Date, Developer and Enterprise will jointly develop and agree the reporting arrangements for the Scheme.
- 7 Payment**
- 7.1 Developer shall pay the Promotion Fee, Initial Support Fee, Contract Fee, and Ongoing Support Fee as specified in the Order Form.
- 8 Liability**
- 8.1 Subject to Clause 8.3, each party's total liability under or in connection with the Agreement, whether arising from contract, negligence or otherwise, shall be limited to 125% of the total Fees paid by Developer.
- 8.2 Enterprise shall not be liable for any indirect or consequential loss.
- 8.3 The exclusions and limitations of liability set out in Clause 8 do not apply to: (a) liability arising from death or injury to persons caused by negligence; (b) Developer's obligation to pay the Fees; (c) either party's liability arising as a result of fraud or fraudulent misrepresentation; (d) either party's liability arising as a result of a breach of clauses 4.8 and 9 or under the indemnity in clause 8.4; and (e) anything else which cannot be excluded or limited by Applicable Law.
- 8.4 Developer shall indemnify and hold Enterprise harmless from and against all Losses suffered or incurred by Enterprise arising in connection with use of the Parking Spaces or the Charging Points, unless caused by the negligence of Enterprise or its employees.
- 8.5 Enterprise shall not be deemed in breach of the Agreement or otherwise be liable to Developer if it is delayed or unable to perform any of its obligations under the Agreement due to an Exempted Interruption.
- 9 Intellectual Property, Confidentiality and Data Protection**
- 9.1 All intellectual property (whether registered or otherwise) relating to the Scheme shall remain vested in Enterprise.
- 9.2 Enterprise hereby grants the Developer a limited, non-exclusive licence for the term of the Agreement to use the Enterprise logo (in accordance with Enterprise's brand guidelines as updated from time to time) for the sole purpose of promoting the Scheme.
- 9.3 Each party shall comply with Data Protection Legislation when carrying out their respective obligations under the Agreement.
- 9.4 Each party shall treat all Confidential Information as strictly confidential and, subject to clause 10.5, shall not disclose Confidential Information to any third party, except for its group companies, unless required to do so by law or by any regulatory or governmental body to which it is subject.
- 10 General**
- 10.1 Neither payment of the Fees nor any demand for payment of it is to create any proprietary interest and this Agreement does not create any relationship of landlord or tenant.
- 10.2 Notices shall be in writing, signed by a duly authorised person and delivered personally, emailed or sent by prepaid first class post to the address in the Order Form or as otherwise updated in writing. A notice shall be deemed served: (a) at the time of delivery if delivered personally; (b) 2 hours after email is sent or, if sent after 3.00pm, the 10.00am on the following business day; or (c) 48 hours after posting.
- 10.3 The parties do not intend any third party to have the right to enforce any provision of the Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.4 The Agreement constitutes the entire agreement and understanding between the parties with regard to the Scheme, and supersedes any other agreement or understanding, whether oral or in written form, with respect to the Scheme.
- 10.5 The Agreement may only be amended in writing if signed by a duly authorised person of each party.
- 10.6 The Agreement and all claims arising out of or related to the Agreement are governed by English law and any claim or action arising under the Agreement shall be brought in the courts of England and Wales.
- 10.7 Developer acknowledges that it has entered into the Agreement in reliance only on the representations, warranties, promises and terms contained in the Agreement and, save as expressly set out in the Agreement, Enterprise shall have no liability in respect of any other representation, warranty or promise made prior to the date of the Agreement unless it was made fraudulently.
- 10.8 Enterprise may assign, novate or otherwise transfer any of its rights under the Agreement without the written consent of Developer.
- 10.9 Developer may assign or otherwise transfer any of its rights under the Agreement with the prior written consent of Enterprise (such consent not to be unreasonably withheld).

Schedule 1
Systems

1. Enterprise Car Club gives its members access to a choice of new cars and vans parked on streets, in car parks or at developments, available 24/7, for as little as 30 minutes, 365 days of the year. Membership includes fuel, servicing and MOTs, meaning the members only ever pay for a vehicle when they need it, and not when they don't.

Enterprise Car Club vehicles located near developments are accessed by all members including non-residents of the development concerned. Conversely residents of a development joining Enterprise Car Club vehicles get access to all Enterprise Car Club vehicles across the UK.

The car club service is constantly evolving and improving and the latest details of the service (including Frequently Asked Questions) can be seen at www.enterprisecarclub.co.uk.

2. Enterprise reserves the right at its discretion to vary or replace (in part or in whole) the Systems from time to time, including to take account of any developments, modifications, amendments or enhancements to the same, but not such that will materially detract from the provision of the Scheme.

