

# APPLICATION TERMS AND CONDITIONS

The definitions and rules of interpretation set out in clause 6 apply in these terms and conditions.

## 1. Application and Introductions

- 1.1 Your Application and any Introduction is made subject to these terms and conditions. These terms and conditions apply together with the terms and conditions of a Formal Engagement (if any) to the exclusion of any and all other terms and conditions, including those implied by law (save to the extent that these cannot be excluded in law).
- 1.2 Receipt or acceptance of your Application does not form a contract with regard to the payment of any Commission or any other payment.
- 1.3 Mountpark may terminate the scheme at any time.
- 1.4 Completion and submission of your Application does not mean that your Application will be successful.
- 1.5 Receipt by Mountpark of your Application does not signify that Mountpark has accepted your Application and receipt or acceptance by Mountpark of your Application does not signify that Mountpark will accept any Introductions made by you (or any person on whose behalf you are representing or acting). You may not hear from Mountpark regarding your Application and Mountpark has no obligation to you whatsoever, including to consider any Application or to respond to you (or to anyone on whose behalf you are representing or acting).
- 1.6 You warrant and represent that all information and representations provided to Mountpark (including in your Application) are true and accurate.
- 1.7 In its discretion, Mountpark may decline or reject your Application or an Introduction without giving reasons and Mountpark shall be under no obligation to:
  - (a) accept your Application;
  - (b) enter into a Formal Engagement;
  - (c) treat with any Potential Tenant or Buyer;
  - (d) accept or follow up any Introduction made; or
  - (e) enter into a Completed Agreement with a Potential Tenant or Buyer Introduced to Mountpark and Mountpark shall remain free in its absolute discretion, to enter or refuse to enter into a Completed Agreement with a Potential Tenant or Buyer and without any consequent liability or responsibility to you (or the person on whose behalf you are representing or acting) or any Potential Tenant or Buyer.
- 1.8 An Introduction has no effect unless and until Mountpark has informed you in writing that your Application has been accepted, that your Introduction (or an Introduction supplied by the person on whose behalf you are representing or acting) has been accepted and a Formal Engagement has been entered with you (or the person on whose behalf you are representing or acting).
- 1.9 You must notify Mountpark in such detail as Mountpark requests or as Mountpark may reasonably require as to your (or the person on whose behalf you are representing or acting's) relationship with each Potential Tenant or Buyer. An Introduction will not be accepted by Mountpark if there is no genuine connection between you (or the person on whose behalf you are representing or acting) and the Potential Tenant or Buyer Introduced to Mountpark. You (and any person on whose behalf you are representing or acting) must not submit any Introduction where there is no genuine relationship between you (or the person on whose behalf you are representing or acting) and the Potential Tenant or Buyer and where the Potential Tenant or Buyer has not authorised you (or the person on whose behalf you are representing or acting) to make an Introduction.
- 1.10 You must provide Mountpark with such information as Mountpark requests or as Mountpark may reasonably require in order for Mountpark to determine if it can or should enter into a Formal Engagement with you (or the person on whose behalf you are representing or acting).
- 1.11 Where a Potential Tenant or Buyer is Introduced by you (or a person on whose behalf you are representing or acting), and the Potential Tenant or Buyer then introduces Mountpark to a third party who enters into a Completed Agreement, you (and any person on whose behalf you are representing or acting) shall not, by virtue of such initial Introduction, be deemed to have Introduced the third party to Mountpark.

## 2. Commission and payment

- 2.1 You acknowledge and agree that the payment of the Commission or any other payment is:
  - (a) conditional on Mountpark accepting your Application in accordance with these terms and conditions;
  - (b) conditional on Mountpark accepting your (or an Introduction supplied by the person on whose behalf you are representing or acting's) Introduction in accordance with these terms and conditions;
  - (c) conditional on a Formal Engagement being entered with you (or the person on whose behalf you are representing or acting);
  - (d) subject to the terms and conditions of the Formal Engagement entered into with you (or the person on whose behalf you are representing or acting); and
  - (e) conditional on a Completed Agreement being entered.
- 2.2 You acknowledge and agree that where you are representing or acting on behalf of another person, including where you have submitted an Application as an employee on behalf of your employer or otherwise on behalf of another person, Mountpark shall have complete discretion in deciding whether or not to enter into a Formal Engagement with the person on whose behalf you are representing or acting.

### 3. Property

Mountpark may at any time suspend or cease to offer the Property for lease or for sale.

### 4. Compliance

You acknowledge and agree that you (and any person on whose behalf you are representing or acting) must comply with all applicable laws and regulations relating to these terms and conditions (including but not limited to the Data Protection Legislation and the Bribery Act 2010).

### 5. General

5.1 **Third party rights.** No one other than you and Mountpark shall have any right to enforce any of the terms set out in these terms and conditions.

5.2 **Governing law and jurisdiction.** These terms and conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising.

### 6. Interpretation

#### 6.1 Definitions:

**Application:** your application to submit Introductions to Mountpark, subject to these terms and conditions, by completing the application form located at <https://mountpark.com/bristol360-opportunity/#contact> and submitting via the website at <https://mountpark.com/bristol360-opportunity>

**Commission:** a one-off commission payment not to exceed £750,000 excluding VAT.

**Completed Agreement:** (i) an unconditional signed and dated binding agreement for the lease of the Property or the sale and purchase of the freehold title to the Property which has been exchanged and completed by the Tenant or Buyer and Mountpark together with any corresponding guarantee signed by the parties thereto; or (ii) a conditional signed and dated agreement for the lease of the Property or the sale and purchase of the freehold title to the Property which has been exchanged and completed (subject to completion of any conditions precedent or conditions subsequent) by the Tenant or Buyer and Mountpark together with any corresponding guarantee signed by the parties thereto.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which relating to the use of personal data (including, without limitation, the privacy of electronic communications) and to the extent the EU GDPR applies, the law of the relevant European Union or any member state of the European Union, which relates to the protection of personal data.

**Formal Engagement:** a legally binding contract entered into between Mountpark and you (or the person on whose behalf you are representing or acting) following the acceptance by Mountpark of your Introduction(s) (or an Introduction supplied by the person on whose behalf you are representing or acting) in accordance with these terms and conditions which provides (without limitation) the specific terms governing the relationship between Mountpark and you (or the person on whose behalf you are representing or acting) including payment of the Commission to you (or the person on whose behalf you are representing or acting) and your (or the person on whose behalf you are representing or acting's) responsibilities.

**Introduction:** (i) the provision by you on your Application; or (ii) following the receipt by Mountpark of your Application, the provision by you (or a person on whose behalf you are representing or acting) by email to Mountpark at [bristol360@mountpark.com](mailto:bristol360@mountpark.com) (Rach Clarke and Tom Kilmister), of the contact details of an employee or authorised representative of a Potential Tenant or Buyer that you (or a person on whose behalf you are representing or acting) know and is of sufficient seniority to authorise or recommend the entry into by the Potential Tenant or Buyer of a Completed Agreement. **Introduce, Introduces, and Introduced** shall be interpreted accordingly.

**Mountpark:** Mountpark Logistics EU 2016 11 S.À R.L.

**Potential Tenant or Buyer:** (as the case may be) a person who has expressed a bona fide interest in entering into a lease agreement in relation to the Property and/or expressed a bona fide interest in entering into a binding agreement in relation to the purchase of the freehold title to the Property.

**Tenant or Buyer:** (as the case may be) a person who enters into a Completed Agreement with Mountpark in relation to the Property.

**Property:** Mountpark 360, Central Avenue, Severn Beach, Bristol, BS35 4DJ.

**You:** the person corporate or unincorporated body (whether or not having separate legal personality) submitting the Application to Mountpark.

6.2 Except where expressly stated otherwise, a reference to **writing** or **written** includes e-mail.

6.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.