

DTO TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

These Terms and Conditions set out the terms on which we will provide services to you.

"we", "us" or "our" means DTO Performance Limited a company incorporated in England with registration number 12247586 and whose registered office is at Unit 1144, Silverstone Park, Silverstone, NN12 8FU; and

"Customer" or "you" means the party named on the Order Form.

1. DEFINITIONS

1.1 In this Agreement, the following words and phrases shall, unless the context otherwise requires, have the following meaning:

"**Agreement**" means the agreement between us and you consisting of these terms and conditions (as may be amended by from time to time) together with all Order Forms relating thereto;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are generally open in London for normal business;

"**Commencement Date**" means the date on the Order Form;

"**Customer Materials**" means any and all data, information and other materials made available to DTO by or on behalf of the Customer;

"**Data Protection Laws**" means all laws that relate to data protection and privacy including the General Data Protection Regulation (Regulation 2016/679) ("**GDPR**") as may be replaced, extended or amended;

"**DTO Materials**" means any and all vehicles, equipment, data, information and other materials made available to the Customer by or on behalf of DTO;

"**Event**" means any event at which DTO is to provide the Services to the Customer;

"**Event Date(s)**" means the date(s) specified as such in any Order Form;

"**Event of Force Majeure**" means any event which is outside the reasonable control of the parties including fire, war or civil unrest, pandemic, Act of God, revolution, act of terrorism, flood or other adverse weather conditions, nation-wide industrial action and/or government regulation;

"**Fees**" means the payment for the Services as set out in the relevant Order Form;

"**IPR**" means all intellectual property rights and rights of a similar or corresponding character in any part of the world (whether or not registered or capable of registration) and all applications and rights to apply for or for the protection of any of the foregoing;

"**Order Form**" means the written order(s) agreed to by the parties which contain(s) details of the Services to be supplied to the Customer by DTO together with such other requirements stipulated therein;

"**Services**" means the services specified in this Agreement and/or an Order Form and which are to be provided to the Customer by DTO;

"**Staff**" means the staff including directors, officers, employees as well as the agents and/or subcontractors of any party engaged in connection with this Agreement;

"**Specification**" means the description of and/or requirements (if any) for the Services contained or referred to in an Order Form (as applicable);

"**Third Party Service Provider**" means any third party service provider who provides systems, goods and/or services to DTO from time to time including any actual or intended successor or replacement to such provider;

"**VAT**" means value added tax and other applicable sales taxes or any tax replacing the same or any similar tax imposed in any foreign jurisdiction; and

"**Year**" means each successive period of twelve (12) months, with the first such period commencing on the Commencement Date.

1.2 In this Agreement:

1.2.1 unless the context otherwise requires, the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

1.2.2 clause headings are inserted only for convenience and are in no way to be construed as part of this Agreement;

1.2.3 All references to "parties" shall mean DTO and the Customer and all references to "party" shall mean DTO or the Customer as appropriate;

1.2.4 if there is any conflict between the terms of the main body of this Agreement and those contained in any document referred to herein, the terms of the main body of this Agreement shall prevail to the extent of that conflict;

1.2.5 use of the words "include", "includes", "including" and "included" will be construed without limitation unless expressly stated to the contrary that the clauses and/or instances listed and/or described therein are exhaustive; and

1.2.6 there shall be a general obligation on the parties to act in good faith and use all reasonable endeavours to achieve the result contemplated in this Agreement.

2. APPLICABLE TERMS AND CONDITIONS

This is a master agreement containing terms and conditions which shall apply to all Order Forms issued pursuant to this Agreement. The Customer acknowledges and agrees that the terms and conditions of this Agreement shall prevail over any other terms and conditions in relation to the Services.

3. DURATION

This Agreement shall commence on the Commencement Date and shall continue in force until terminated in accordance with its terms.

4. RESPONSIBILITIES OF DTO

4.1 DTO shall provide the Services in accordance with the terms and conditions of this Agreement.

4.2 DTO shall be responsible for:

4.2.1 providing the Services at each Event;

4.2.2 ensuring the Services conform in all material respects with the Specification and the standards set out in this Agreement;

4.2.3 liaising directly with attendees to make bookings and gather all required information and provide information ahead of each Event; and

4.2.4 providing copies of all applicable regulations ahead of each Event.

- 4.3 DTO reserves the right to amend and change the Specification by notice to you, including the vehicle(s) to be used on any track day, if necessary, including as a result of a vehicle requiring maintenance and/or otherwise not being available for any reason.
- 5. RESPONSIBILITIES OF THE CUSTOMER**
- 5.1 The Customer shall ensure that each member of the Customer's party (drivers and non-drivers) complies with all track regulations and applicable laws, rules, regulations, codes of conduct, policies and procedures of DTO from time to time.
- 5.2 The regulations imposed by each track will be available from DTO by prior request and in a hard copy form at the drivers briefing. The Customer shall be responsible for reading and complying with these regulations.
- 5.3 The Customer shall ensure that all attendees meet any requirements relating to insurance notified to the Customer by DTO.
- 5.4 The Customer will ensure that they attend all drivers' briefings held before and/or during each Event and sign all necessary driver and/or passenger indemnity forms prior to participating in any Event.
- 5.5 DTO has a zero tolerance policy on alcohol and other illegal substances. DTO reserves the right to breathalyze any guests they believe to be under the influence and in the case of a positive breath test require immediate exit from the event. If DTO believe any attendee to be under the influence of illegal substances, DTO reserves the right to remove the attendee from the event.
- 5.6 The Customer shall ensure that all vehicles brought by you to the Event are capable of passing an MOT test or conform to current RAC MSA regulations (if applicable with prior approval from DTO).
- 5.7 The Customer acknowledges that DTO shall not be responsible for any other drivers, vehicles, passengers and other persons present at Events who are not part of the DTO group.
- 5.8 The Customer acknowledges that vehicles which do not comply with the noise limit applicable to an Event will be subject to immediate exclusion from the Event without a refund. The noise limit for each Event is clearly displayed at the time of booking.
- 5.9 The Customer acknowledges that any driving which, in DTO's opinion, is aggressive or inconsiderate may result in the driver being excluded from the remainder of the Event without any refund.
- 5.10 All drivers, passengers and guests must wear at all times during all Events the appropriate wristband required by the organisers of the Event.
- 5.11 DTO reserve the right to exclude the participation of any driver or passenger in the Event or the remainder of the Event if such person breaches these terms and conditions or any track regulations.
- 5.12 The Customer shall be responsible for any damage caused by a participant to the circuit or any venue hosting an Event.
- 6. BOOKING AND PAYMENT**
- 6.1 All Events are offered subject to availability.
- 6.2 The price for the Events and/or Services will be as set out on the Order Form.
- 6.3 A booking shall not be binding until the signed Order Form and the deposit (or where appropriate the full amount due) set out on the Order Form has been received by us. Provisional bookings will be confirmed once payment is received when due.
- 6.4 Failure to pay the balance of any deposit (or where appropriate the full amount due) when due will entitle us to cancel the booking without further advance notice to you.
- 6.5 We reserve the right to cancel or refuse any bookings at our sole discretion.
- 7. CHANGES AND CANCELLATIONS**
- 7.1 If you wish to cancel a booking thirty (30) days or more prior to the Event, we will offer you the ability to rebook a replacement date within the following 12 month period. If you are not able to rebook within this period, the booking deposit will not be refunded.
- 7.2 If you wish to cancel a booking within thirty (30) days of the Event, we will offer you the ability to rebook a replacement date within the following 12 month period. If you are not able to rebook within this period, the full amount for the Event will be due.
- 7.3 If you wish to cancel a booking within seven (7) days of the Event, you will not be able to book a replacement date and the full amount for the Event will be due.
- 7.4 The option to change your Event date is only available once. If you have previously changed the date of your booking and you wish to cancel again, you will not be able to book another replacement date and the full amount for the Event will be due.
- 7.5 DTO reserves the right to cancel an event. If the event is cancelled, DTO will provide an equivalent alternative event or issue a full refund.
- 7.6 If an Event is cancelled shortly before the date as a result of adverse weather or other matters which are beyond our control, we will offer you the ability to rebook an equivalent replacement Event within the following 12 month period at no charge.
- 7.7 If on the day of an Event, the circuit is shut for over 2.5 hours due to poor weather conditions or a red flag incident, we will offer you the ability to rebook an equivalent replacement Event within the following 12 month period at no charge. If the circuit is shut for up to 2.5 hours, we will provide wet weather contingency activity, and we will endeavour to maximise the amount of track time available to your guests.
- 7.8 If an Event is cancelled due to COVID-19 restrictions, we will offer you the ability to rebook an equivalent replacement Event within the following 12 month period at no charge. If this is not feasible, we will return your booking deposit. If you or your guests are not able to attend an Event due to a requirement to self-isolate, we will offer you the ability to rebook an equivalent replacement Event within the following 12 month period at no charge.
- 7.9 Variations on the cancellation policy is at DTO's sole discretion and would be considered on a case by case basis
- 8. WARRANTIES AND UNDERTAKINGS**
- 8.1 Each party warrants and undertakes that it shall comply with all relevant laws and regulations including Data Protection Laws applicable to the performance of its respective obligations under this Agreement.
- 8.2 In respect of the Services, DTO warrants and undertakes that:
- 8.2.1 DTO and its Staff will have the necessary skill, knowledge and expertise to provide the Services on the terms set out herein;
- 8.2.2 all Services shall:
- (a) comply with all applicable laws and regulations;
 - (b) comply in all material respects with the Specification;
 - (c) be provided in a timely and professional manner by DTO using all due skill and care;
 - (d) be of satisfactory quality, sound and of good workmanship and be free from defects and conform to the standards generally observed in the industry for similar services.
- 9. LOCATION AND DATES**
- The Services will be performed at the location stated in the Order Form on the date(s) or within the period(s) specified in the Order Form.
- 10. FEES AND PAYMENT**
- 10.1 Unless otherwise agreed by the parties, the Fees for the Services shall not vary from that stated in the Order Form and shall include insurance.

- 10.2 Payment (including VAT where applicable) will be made by Customer following receipt by Customer of a valid and undisputed VAT invoice submitted by DTO to the Customer and which is supported by such information as Customer may reasonably require, including the relevant Order Form number.
- 10.3 Unless stated otherwise on the Order Form, DTO shall be entitled to issue invoices as follows: a deposit invoice of 50% of the total cost of the booking in order to secure the booking, payable as soon as possible and in event within 7 days; and a final invoice of the remaining 50% of the total cost of the booking, due 30 days prior to the Event.
- 10.4 If any sum due and payable under this Agreement is not paid in accordance with this clause 8, the party to whom such money is owed shall be entitled to charge interest at the rate of two (2) per cent above the base rate of the Bank of England in London from time to time in force from the date of such notice until the date of actual payment.
11. **DTO AND CUSTOMER MATERIALS**
- 11.1 DTO shall make available reasonable use of and access to relevant DTO Materials so far as DTO considers necessary for the receipt of the Services under this Agreement.
- 11.2 The Customer acknowledges and agrees that it has no right, title or interest in or to any DTO Materials, nor to any IPR of DTO. DTO acknowledges and agrees that it has no right, title or interest in or to the Customer Materials.
12. **LIABILITY AND INSURANCE**
- 12.1 Nothing in this Agreement shall limit any party's liability in respect of any claims:
- 12.1.1 for death or personal injury caused by the negligence of such party;
- 12.1.2 resulting from any fraud;
- 12.1.3 for which liability may not otherwise lawfully be limited or excluded; or
- 12.1.4 for any indemnity provided by either party to the other under this Agreement.
- 12.2 Subject to clause 12.1, in no event shall a party to this Agreement (the "Defaulting Party") be liable to the other party (the "Non-Defaulting Party") in respect of any indirect or consequential losses which may be suffered by the Non-Defaulting Party arising out of or in connection with the Defaulting Party's act and/or omissions in relation to this Agreement, whether under contract, negligence, tort, breach of statutory duty or otherwise even if the loss was reasonably foreseeable or the Defaulting Party has been advised of the possibility of such damages:
- 12.3 Subject at all times to clause 12.1 and clause 12.2 above, in no event shall either party's liability to the other party under this Agreement, in contract, tort, negligence or breach of statutory duty or otherwise exceed 100% of the Fees paid or payable during the term of this Agreement.
- 12.4 DTO shall, in respect of this Agreement, at its own expense take out and maintain (and shall cause all relevant sub contractors and agents to take out and maintain) public liability insurance for an amount no less than £2,000,000 for any one occurrence or series of occurrences arising out of any one event. Such policies of insurance shall include cover in respect of damage to Customer's property which may be in DTO's possession or control at any time during this Agreement.
13. **TERMINATION**
- 13.1 DTO may terminate:
- 13.1.1 this Agreement for any reason upon 30 days' notice in writing to the Customer; and
- 13.1.2 upon the occurrence of events pursuant to clause 17.
- 13.2 The Customer may terminate this Agreement for any reason upon 90 days' notice in writing to DTO.
- 13.3 Termination of this Agreement shall not effect any existing bookings which shall remain subject to the terms and conditions of the Agreement.
- 13.4 Any party may terminate this Agreement forthwith or following such period as such party specifies at any time by giving written notice to the other if:
- 13.4.1 the other has committed an irremediable fundamental breach of any of the terms of this Agreement thus entitling the party not in default to regard such breach as an act of repudiation of this Agreement;
- 13.4.2 the defaulting party has committed material or persistent breaches of any of the terms of this Agreement which, if capable of remedy, are not remedied within fourteen (14) days' after receipt of a written notice from the other party giving reasonable particulars of the breach and requiring it to be remedied; or
- 13.4.3 the other shall have a receiver, manager, administrative receiver or trustee in bankruptcy (as the case may be) appointed over the whole or any part of its assets or if any bankruptcy order is made or if any bona fide order or resolution is passed for the winding up of the Customer or DTO (as the case may be) or if any party fails to pay its debts as and when they fall due or ceases or threatens to cease to carry on all or any substantial part of its business or if a petition is presented for the appointment of an administrator; unless previously approved of in writing by the Customer or DTO (as the case may be);
- 13.5 The provisions of clauses 1, 2, 6, 7, 8, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25 and 26 shall survive the termination or expiration of this Agreement.
14. **EFFECTS OF TERMINATION**
- 14.1 Termination of this Agreement shall not affect any accrued rights or liabilities of any party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.
- 14.2 Once any relevant notice period has expired, no further Fees shall be payable by Customer to DTO save for any amounts which are due and payable and have accrued up to the date of termination.
15. **CONFIDENTIALITY**
- 15.1 For the purpose of this clause 15, Confidential Information means in relation to each party, all information which a party (the "Disclosing Party") provides or has provided or made available to the other party (the "Recipient") directly or indirectly in any form relating to the business, business relationships, methods of transacting business, operations and customers of the Disclosing Party. The Confidential Information of each party excludes information that the Recipient can show:
- 15.1.1 was already known to the Recipient and in its possession before the disclosure by the Disclosing Party and free from any confidentiality obligation or restriction on disclosure;
- 15.1.2 has entered into the public domain other than through a breach by the Recipient of this Agreement;
- 15.1.3 has been independently developed by the Recipient without any use of or reference to the Confidential Information; or

- 15.1.4 has been lawfully received by the Recipient from a third party unaffiliated with the Disclosing Party (provided such party was not bound by a confidentiality agreement with the Disclosing Party).
- 15.2 During the term of this Agreement each party may have access to Confidential Information supplied by the other party. All such Confidential Information shall:
- 15.2.1 be treated as confidential by the Recipient, taking such action as shall be necessary or desirable to preserve and protect the confidentiality of the Confidential Information and in any event using means not inferior to those used to protect its own Confidential Information;
- 15.2.2 (unless the contrary is expressed elsewhere in this Agreement) remain the property of the Disclosing Party and the Recipient acknowledges that the Confidential Information embodies valuable assets of the Disclosing Party and that irreparable harm could result from unauthorised disclosure or use of that Confidential Information;
- 15.2.3 shall be used solely for the purpose of carrying out the obligations set out in this Agreement, and for no other purpose; and
- 15.2.4 shall not be disclosed to any third party other than the Recipient and their officers, directors, employees, agents, permitted sub contractors and professional advisers strictly on a "need to know" basis, without the Disclosing Party's prior written consent.
- 15.3 In the event that the Recipient becomes legally compelled to disclose any of the Confidential Information, the Recipient may disclose only the relevant part and shall, where not prohibited from doing so, provide the Disclosing Party with prior written notice of such requirement. Where the Recipient is prohibited from making such written notice, it shall use all reasonable endeavours to serve such notice to the Disclosing Party as soon as it is released from any lawful prohibition.
- 15.4 The parties each recognise that a breach of this clause 15 may cause irreparable harm to the other party and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, the parties agree that in the event of such breach, the injured party may be entitled to seek injunctive relief in addition to such other legal or equitable remedies as may be available.
- 15.5 Prior to disclosing the Confidential Information in accordance with this Agreement, the Recipient shall require each person who receives the Confidential Information to enter into an agreement with the Recipient which affords that Confidential Information substantially the same and/or equivalent protection as that given under this Agreement. The Recipient shall ensure that all persons shall abide by the terms of such agreement.
- 15.6 Upon termination of this Agreement each party shall, at the other party's sole discretion deliver to the other party (in the manner specified by that other party) or destroy, and certify in writing to the other party that destruction has been carried out all Confidential Information of the other party in the possession, custody or control of that party including documents, papers, books, records, copies of any electronically stored Confidential Information or any materials from which any Confidential Information could be deduced or ascertained.
16. **DATA PROTECTION**
- 16.1 In so far as any DTO Materials contain Personal Data as such term is defined under the Data Protection Laws, the Customer shall comply in all respects with the provisions of the Data Protection Laws and not, by any act or omission, cause DTO to be in breach of the Data Protection Laws.
- 16.2 In so far as any Customer Materials contain Personal Data as such term is defined under the Data Protection Laws, DTO shall comply in all respects with the provisions of the Data Protection Laws and not, by any act or omission, cause Customer to be in breach of the Data Protection Laws.
17. **FORCE MAJEURE**
- 17.1 If any Event of Force Majeure occurs in relation to any party which affects the performance of any of its respective obligations under this Agreement, it shall notify the other party forthwith as to the nature and extent of the circumstances in question.
- 17.2 Subject to clause 17.1, no party shall be deemed to be in breach of this Agreement, or shall be otherwise liable to the other party, by reason only of any delay in performance where it is wholly due to any Event of Force Majeure of which it has duly notified the other party, and the time for performance of that obligation shall be extended accordingly.
- 17.3 If DTO suffers an Event of Force Majeure for a period of more than fourteen (14) calendar days, DTO may terminate this Agreement forthwith and without liability upon written notice to the Customer.
18. **ASSIGNMENT AND SUBCONTRACTING**
- 18.1 Subject to clause 18.2, no party shall assign, novate, subcontract or otherwise transfer any of its rights or obligations under this Agreement without the other parties' prior written consent.
- 18.2 DTO may at any time assign or transfer (including by way of novation) any of its rights and obligations under this Agreement to any of its group companies .
19. **NO PARTNERSHIP OR AGENCY**
- Nothing in this Agreement shall constitute a partnership or joint venture between the parties nor constitute either as agent or commercial agent of the other for any purpose whatever.
20. **NOTICES**
- 20.1 Notices under this Agreement shall be sent in writing and sent by registered mail or email to:
- DTO:
- For the attention of: Mike Jordan, CEO
Address: Unit 1144, Silverstone Park, Silverstone
Email: Mike@dtomotorsport.com
- The Customer:
- For the attention of: Organiser Contact listed on the Order Form
Address: Client Address listed on the Order Form
Email: Organiser Contact Email listed on the Order Form
- 20.2 Notice shall be deemed to have been served, if sent by registered mail, three (3) Business Days following the date of posting and, if sent by email, on transmission. A communication given under this clause 20 but not received on a Business Day or after normal business hours in the place of receipt will only be deemed to be given on the next Business Day in that place.
21. **COUNTERPARTS**
- This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single instrument.
22. **WAIVER**

Failure by either party at any time to enforce any of the provisions of this Agreement shall neither be construed as a waiver of any rights or remedies hereunder nor in any way affect the validity of this Agreement or any part of it. No waiver shall be effective unless signed in writing by the waiving party and no waiver of a breach of this Agreement shall constitute a waiver of any antecedent or subsequent breach.

23. **SEVERABILITY OF PROVISIONS**

If any provision of this Agreement or any document referred to in it is held to be illegal, invalid or unenforceable in whole or in part this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

24. **ENTIRE AGREEMENT AND VARIATION OF TERMS**

24.1 This Agreement (together with any documents referred to herein) contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

24.2 Subject to clause 28.3 below, each of the parties acknowledges and agrees that:

24.2.1 it does not enter into this Agreement on the basis of and does not rely, and has not relied, upon any statement, representation, warranty, forecast or other information (in any case whether oral, written, express or implied) made, given or agreed to by any person (whether negligently or innocently and whether or not made by a party to this Agreement) which is not expressly contained or referred to in this Agreement (a "Representation");

24.2.2 it shall have no remedy (including any rights to damages or rescission in an action for misrepresentation) for any Representation which was, is or becomes false or misleading; and

24.2.3 the only remedy available in respect of any misleading or false warranty or other term contained in this Agreement shall be a claim for breach of contract under this Agreement.

24.3 Nothing in this Agreement shall exclude or restrict any party's rights, remedies or liability under the law governing this Agreement in respect of any fraud.

24.4 No variation, supplement, or replacement of or from this Agreement or any of its terms shall be effective unless made in writing and signed by or on behalf of each of DTO and the Customer.

25. **THIRD PARTIES**

This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except that a person who is a permitted successor or assignee under clause 18 of the rights or benefits of this Agreement may enforce such rights or benefits. No consent from the entities referred to in this clause 25 is required for the parties to vary or rescind this Agreement.

26. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.