

TERMS OF ENGAGEMENT

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Academic Year: the period from 1 September in one year to 31 August in the following year.

Agreement: These Terms and Conditions, together with the proposal issued by Espire (which shall act as the order form), including any Annexes, govern the supply of Goods and Services.

Authorised User: the Customer's employees, agents and independent contractors, and the Students, who are authorised by the Customer to use the Learning Platform.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Customer: the school or organisation named in the proposal.

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 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Delivery Location: the location provided in the Proposal.

Effective Date: the date stated in the Proposal.

Espire: Espire Education Group Ltd, a private limited company registered in England and Wales with company number 13544029, whose registered office is as stated in the Proposal.

Event Fees: the fee for attendance at Test/Qualifying and Race Events purchased by the Customer, as set out in the Proposal.

Events: Test/Qualifying Events, Race Events and any other STEM On Track Programme activities made available by Espire from time to time, attendance at which is optional and subject to the payment of the applicable fees.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Proposal including the Kart Kit. Optional Extras and any Spare Parts ordered by the Customer.

Goods Fees: the fees for the Goods purchased by the Customer, as set out in the Proposal.

Goods Specification: any specification for the Goods that is agreed in writing by the Customer and Espire.

Initial Licence Term: the period starting on the Programme Commencement Date and ending on 31 August at the end of the Academic Year in which the Programme Commencement Date falls, unless a different Academic Year is specified in the Proposal.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be

granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Kart Kit: the collection of component parts supplied by Espire for assembly into a go-kart by the Customer as part of the STEM On Track Programme, using the Learning Platform.

Learning Platform: Espire's online learning platform containing online instructional modules for building a go-kart out of the Kart Kit.

Learning Platform Fees: the fees for the licences to access the Learning Platform purchased by the Customer, as set out in the Proposal.

Licence Term: the Initial Licence Term together with any Renewal Term.

Losses: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

Optional Extras: any additional Goods or Services supplied by Espire from time to time, as specified in the Proposal or otherwise agreed between the parties.

Privacy Policy: Espire's Race Academy Privacy Policy and Data Protection Policy, as updated from time to time.

Proposal: an Espire-issued proposal specifying the Goods and Services (including the Learning Platform licence) to be supplied. The proposal shall act as the order form and specify all pricing, quantities, and delivery details. These Terms and Conditions are incorporated into and form part of the proposal.

Programme Commencement Date: the date specified in the Proposal.

Lead Teacher: the lead individual appointed by a party to oversee delivery of the STEM On Track Programme, as named in the Proposal.

Renewal Term: each successive Academic Year, running from 1 September to 31 August, for which access to the Learning Platform is renewed in accordance with clause 17.1.

Services: the services, supplied by Espire to the Customer including the Learning Platform, Events, Optional Extras and any services supplied in relation to the Customer's use of the Learning Platform and any Events.

Spare Parts: replacement components and consumables for the Kart Kit supplied by Espire from time to time, as specified in the Proposal or otherwise agreed between the parties.

STEM On Track Programme: Espire's educational programme combining practical, hands-on activities with online learning materials, including the supply of the Kart Kit, access to the Learning Platform and optional Events, as described in the Proposal.

Student: a pupil of the Customer registered by the Customer to take part in the STEM On Track Programme.

Total Fees: the Goods Fees, Event Fees and the Learning Platform Fees.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its personal representatives, successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended or

re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

A reference to writing or written excludes fax but not email.

2. Basis of Agreement

- 2.1 These Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or that are implied by law, trade custom, practice or course of dealing.
- 2.2 All of these Terms and Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.3 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Terms and Conditions.

3. Supply of Goods

- 3.1 The Goods are described in the Proposal at Annex 1 - Goods Specification.
- 3.2 Espire reserves the right to amend the Goods Specification if required by any applicable law or regulatory requirement, and Espire shall notify the Customer in any such event.
- 3.3 The Customer may, from time to time, purchase Spare Parts for the Kart Kits from Espire. The installation or use of any spare parts not supplied by Espire invalidates any and all warranties and guarantees and Espire shall accept no liability arising from or connected with such use.
- 3.4 The Kart Kit may be dismantled and reused in Renewal Terms and it is the Customer's responsibility to review the Goods and order any Spare Parts in time for the Programme Commencement Date for each Renewal Term.

4. Delivery of Goods

- 4.1 Espire shall deliver the Goods to the Delivery Location.
- 4.2 Delivery of the Goods is completed on receipt of the Goods at the Delivery Location, and the Customer is responsible for unloading of the Goods.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Espire shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Espire with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 Espire shall provide a parts list or packing document with the Goods. The Customer's obligations in relation to checking delivery and notifying Espire of any discrepancies are set out at clause 9.3.4.

5. Quality of Goods

- 5.1 Espire warrants that on delivery, the Goods will conform in all material respects with their description as set out in the Proposal.
- 5.2 Defects warranty. Espire warrants that, for a period of 6 months from delivery, the components of the Kart Kit and any Spare Parts supplied by Espire will be free from material defects in materials and manufacture (Defects Warranty).
- 5.3 The Defects Warranty does not apply to any defect arising from: (a) fair wear and tear, including wear from use at Events; (b) assembly, modification, maintenance or use other than in accordance with the Learning Platform instructions and clause 9.3; (c) accident, collision, misuse, neglect or improper storage; or (d) the use of any parts not supplied by

Espire, as set out in clause 3.3.

- 5.4 If the Customer notifies Espire in writing of a defect covered by the Defects Warranty within the warranty period and promptly after discovering it, and gives Espire a reasonable opportunity to examine the affected component (including by providing photographs or returning it at Espire's request), Espire shall, at its option, repair or replace the defective component or refund the price paid for it. Subject to clause 16.2, this is the Customer's sole and exclusive remedy for breach of the Defects Warranty.
- 5.5 Except as expressly stated in clauses 5.1 to 5.4, Espire gives no warranty or representation (whether express or implied) in relation to the condition, performance or durability of the Goods.
- 5.6 To the fullest extent permitted by law, all warranties, conditions and other terms implied by statute or common law (including sections 14 and 15 of the Sale of Goods Act 1979) are excluded from this Agreement.
- 5.7 The Customer acknowledges that the Goods comprise component parts intended to be assembled by the Customer using the Learning Platform and that, subject to clauses 5.1 to 5.4, Espire shall not be responsible for the condition, performance or use of any assembled Kart Kit.

6. Title and Risk

- 6.1 Risk in the Goods passes to the Customer on delivery. Title to the Goods passes to the Customer only when Espire has received the Goods Fees in full. Until then, the Customer shall hold the Goods as Espire's bailee, keep them identifiable as Espire's property and not sell or dispose of them, and, if any Goods Fees are overdue, Espire may require the Customer to make the Goods available for collection.

7. Supply of Services

- 7.1 Espire shall supply the Services to the Customer in accordance with this Agreement in all material respects.
- 7.2 Espire reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Espire shall notify the Customer in any such event.
- 7.3 Espire warrants to the Customer that the Services will be provided using reasonable care and skill.

8. Use of the Learning Platform

- 8.1 Access and use of the Learning Platform is limited to the Authorised Users, strictly in accordance with the licence granted at clause 13.2. Except to the extent expressly permitted under this Agreement, the Customer shall not:
 - 8.1.1 Copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Learning Platform or any software comprised within it, in any form or media or by any means;
 - 8.1.2 De-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Learning Platform;
 - 8.1.3 Access all or any part of the Learning Platform in order to build a product or service that competes with the Learning Platform;
 - 8.1.4 Use the Learning Platform to provide services to third parties;
 - 8.1.5 License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Learning Platform available to any third party other than the Authorised Users;
 - 8.1.6 Attempt to obtain, or assist third parties in obtaining, access to the Learning Platform, other than as provided under this clause 8; or

- 8.1.7 Introduce or permit the introduction of any virus or vulnerability into the Learning Platform or Espire's network and information systems.
- 8.2 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Learning Platform and shall promptly notify Espire of any such unauthorised access or use.
- 8.3 Espire does not warrant that:
- 8.3.1 The Customer's use of the Learning Platform will be uninterrupted or error free.
- 8.3.2 The Learning Platform will be free from vulnerabilities or viruses.
- 8.4 Espire warrants that it has and shall maintain all necessary licences, consents, and permissions for the performance of its obligations under this Agreement.
- 8.5 Authorised Users and credentials. The licence granted under clause 13.2 is limited to the number of Authorised Users specified in the Proposal. The Customer shall: (a) ensure that each Authorised User keeps their access credentials secure and confidential; (b) procure that credentials are not shared between individuals and that each set of credentials is used only by the individual Authorised User to whom it is issued; and (c) maintain an accurate, current record of its Authorised Users and provide it to Espire on request.
- 8.6 Account security. The Customer is responsible for all activity that occurs under its and its Authorised Users' accounts. The Customer shall promptly notify Espire if it becomes aware of any unauthorised access, any loss or disclosure of credentials, or any actual or suspected breach of this clause 8, and shall provide Espire with reasonable co-operation to investigate and remedy the same.
- 8.7 Acceptable use. The Customer shall not, and shall procure that its Authorised Users shall not, use the Learning Platform: (a) in any unlawful, fraudulent or harmful manner or for any unlawful, fraudulent or harmful purpose; (b) to store, transmit or knowingly introduce any material that is unlawful, defamatory, obscene, infringing or otherwise objectionable, or any malicious or disabling code; (c) in any way that disrupts, damages or impairs the Learning Platform or the systems or networks of Espire or any third party, or that circumvents or attempts to circumvent any usage limits, access controls or security measures; or (d) otherwise than in accordance with any acceptable use or documentation policies notified by Espire from time to time.
- 8.8 Verification. Espire (or its authorised representative) may, on reasonable written notice and not more than once in any 12-month period (or at any time where Espire reasonably suspects a breach), verify the Customer's use of the Learning Platform for compliance with this Agreement, including by inspecting access and usage records. If any such verification reveals use in excess of the licensed scope, the Customer shall promptly pay Espire's applicable fees in respect of such excess use.
- 8.9 Suspension. Without affecting its other rights or remedies, Espire may suspend any Authorised User's or the Customer's access to all or any part of the Learning Platform immediately on notice where Espire reasonably considers that: (a) there is, or is likely to be, a breach of clause 8 or clause 13; (b) continued access poses a security risk to the Learning Platform or to any other user; or (c) Espire is required to suspend access by law or by a regulatory authority. Espire shall use reasonable endeavours to restore access promptly once the relevant circumstances are resolved. A suspension under this clause shall not entitle the Customer to any refund of or reduction in fees.
- 8.10 Updates and changes. Espire may from time to time update, modify, enhance or replace the Learning Platform and its content, and may add, withdraw or change features, provided that Espire shall not materially reduce the core functionality of the Learning Platform during the then-current Licence Term. The Customer shall implement any update that Espire reasonably designates as required for security, legal or operational reasons.
- 8.11 Usage data. Espire may collect technical and usage data relating to the operation and use of the Learning Platform. Where such data identifies an Authorised User, Espire shall use it only to provide, operate, secure and support the Learning Platform, in accordance with clause 14 and the Privacy Policy. Espire may use such data in anonymised and aggregated form, from which no individual can be identified, to develop and improve its

products and services and for impact reporting, and such anonymised data shall belong to Espire.

- 8.12 Third-party and open-source components. The Learning Platform may incorporate third-party or open-source components that are licensed under separate terms. To the extent of any conflict in relation to such components, those separate terms prevail over this Agreement in respect of those components only. Espire gives no warranty in respect of, and shall have no liability arising from, any third-party platform, network, device or service not supplied by Espire on which the Customer's access to the Learning Platform depends.
- 8.13 Feedback. If the Customer or any Authorised User provides Espire with any suggestions, enhancement requests, recommendations or other feedback relating to the Learning Platform, the Customer grants (and shall procure that its Authorised Users grant) to Espire a perpetual, irrevocable, worldwide, royalty-free licence to use, modify and exploit such feedback for any purpose, without charge or obligation.
- 8.14 Reservation of rights. All rights not expressly granted to the Customer under this Agreement are reserved to Espire and its licensors. The Customer acquires no rights in or to the Learning Platform, or any software, content or documentation comprised within it, other than the limited licence expressly granted under clause 13.2.

9. Customer's obligations

- 9.1 The Customer shall co-operate with Espire in all matters relating to information required for or the coordination of the STEM On Track Programme, including;
- 9.1.1 appointing a single Lead Teacher, as named in the Proposal, to liaise with Espire directly regarding the STEM On Track Programme implementation details and logistics. The Customer must notify Espire promptly in writing if the Lead Teacher changes or ceases to be involved in the STEM On Track Programme;
 - 9.1.2 informing Espire of any unique circumstances or learning needs requiring reasonable adjustments to the STEM On Track Programme;
 - 9.1.3 providing Espire with any other such information as Espire may reasonably require in order to carry out their obligations; and
 - 9.1.4 obtaining parent or guardian consent where required under clause 14.6, and any consents required under the Customer's own policies for participation in off-site or extracurricular activities.
- 9.2 The Customer shall be responsible for health and safety in connection with the STEM On Track Programme and, shall:
- 9.2.1 maintain a safe and secure environment for the construction of the Kart Kit and ensure appropriate supervision of students and young people at all times;
 - 9.2.2 undertake, maintain and keep under review its own risk assessment in relation to the STEM On Track Programme, acknowledging that any templates or guidance provided by Espire are generic only;
 - 9.2.3 ensure the stability and safe positioning of the Kart Kit, acknowledging that responsibility for such stability rests with the Customer.
 - 9.2.4 ensure that power tools are used only by, or under the direct supervision of, the Lead Teacher or another competent adult, and that Students use power tools only where the Customer's risk assessment permits it and they have received appropriate instruction in their safe use; and
 - 9.2.5 comply with Espire's applicable safety guidelines provided and Event Rules published on the STEM On Track website at <https://www.stemontrack.com/> and updated from time to time, together with the Customer's own internal policies and procedures.
- 9.3 The Customer shall be responsible for the proper assembly and use of the Kart Kit and shall:

- 9.3.1 from delivery of the Kart Kit, take full responsibility for its construction, assembly, supervision and use;
 - 9.3.2 assemble the Kart Kit strictly in accordance with the Learning Platform instructions and not modify the Kart Kit or permit any deviation from those instructions without Espire's prior written consent;
 - 9.3.3 use the Kart Kit only on purpose-built and appropriately licensed kart circuits and not use, or permit the use of, the Kart Kit on roads or in off-road environments;
 - 9.3.4 check the Goods against the parts or packing list provided on delivery and notify Espire in writing of any missing or damaged components within 30 days of delivery, after which any missing components must be purchased separately; and
 - 9.3.5 comply with any reasonable written instructions issued by Espire from time to time in relation to safety or delivery of the STEM On Track Programme.
- 9.4 If Espire's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 9.4.1 without limiting or affecting any other right or remedy available to it, Espire may suspend the Services until the Customer remedies the Customer Default, and rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Espire's performance of any of its obligations;
 - 9.4.2 Espire shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Espire's failure or delay to perform any of its obligations as set out in this clause 9; and
 - 9.4.3 the Customer shall reimburse Espire on written demand for any costs or losses sustained or incurred by Espire arising directly or indirectly from the Customer Default.

10. Charges and payment

10.1 The price for the Goods Fees and Event Fees:

- 10.1.1 are the prices set out in the Proposal, or if no price is quoted, the price set out in Espire's published price list in force at the date of the order;
- 10.1.2 any additional Goods or Services including, but not limited to, Spare Parts or Optional Extras requested by the Customer after the proposal shall be charged at the price set out in Espire's published price list in force at the date of the request and will be invoiced to the Customer; and
- 10.1.3 excludes the costs of packaging and transport of the Goods to locations outside of mainland UK, which shall be invoiced to the Customer
- 10.1.4 If material, manufacturing, or labour costs increase by more than 5% above the prices quoted in the Proposal due to factors beyond Espire's reasonable control (including supply chain disruption, material cost increases, or currency fluctuations), Espire may adjust pricing for renewal Proposals by providing 60 days' written notice. Any price increase shall not exceed the actual verified cost increase.

10.2 The price for the Learning Platform Fees:

- 10.2.1 for the Initial Licence Term, is the price set out in the Proposal. The Learning Platform Fees are a fee for a full Academic Year and are not reduced or pro-rated where the Programme Commencement Date falls after the start of the Academic Year; and
- 10.2.2 will be increased on an annual basis for each Renewal Term by the higher of:
 - (a) the percentage increase in the Consumer Prices Index (CPI) published by the Office for National Statistics (or any index that replaces it) over the

preceding 12-month period, based on the latest available published figure for that percentage increase; and

(b) 2.5%,

10.2.3 In addition to any increase under clause 10.2.2, Espire may at its discretion increase the Learning Platform Fees for any Renewal Term by such further amount as Espire may reasonably determine, by giving the Customer not less than 60 days' written notice before the end of the then-current Licence Term. Any such notice shall state the revised Learning Platform Fees and the date from which they take effect.

10.2.4 If the Customer does not wish to accept an increase notified under clause 10.2.3, the Customer may, within 30 days of receiving that notice and notwithstanding clause 17.1.1, give written notice of non-renewal, in which case the Agreement and the Customer's licence to the Learning Platform shall terminate at the end of the then-current Licence Term and the notified increase shall not take effect. The Learning Platform Fees as increased under clauses 10.2.2 and 10.2.3 shall form the basis for calculating the fees and any subsequent increases applicable to later Renewal Terms.

10.3 Espire reserves the right to:

10.3.1 increase the price of Goods ordered under the current Proposal, by giving the Customer not less than 30 days' written notice before delivery, to reflect any increase in the cost of the Goods to Espire that is due to:

- (a) any factor beyond the control of Espire (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other -third party component costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Espire adequate or accurate information or instructions in respect of the Goods.

If the Customer does not accept an increase under clause 10.3.1(a), it may cancel the affected Goods by written notice within 14 days of receiving Espire's notice, and Espire shall refund any amount paid for those Goods.

10.4 Following Espire's receipt of the Customer's first executed proposal:

10.4.1 The Goods Fees shall become immediately due and payable;

10.4.2 Espire shall invoice the Customer for the Total Fees set out in the Proposal; and

10.4.3 The Customer shall pay the balance of the Total Fees not less than six weeks before the Programme Commencement Date, whether or not the Goods have been delivered, unless otherwise agreed in writing between the parties.

10.4.4 Where the proposal includes Optional Extras which are to be invoiced at a later date, Espire may invoice such amounts at the relevant time and they shall be payable in accordance with clause 10.5.

10.5 For all other fees and any amounts invoiced separately under this Agreement (including Learning Platform Fees for Renewal Terms), unless otherwise specified in a subsequent proposal, the Customer shall pay each invoice submitted by Espire:

10.5.1 Within one calendar month of the date of the invoice or in accordance with any credit terms agreed by Espire and confirmed in writing to the Customer; and

10.5.2 in full and in cleared funds to a bank account nominated in writing by Espire, and time for payment shall be of the essence.

10.6 All amounts payable by the Customer under this Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Agreement by Espire to the Customer, the Customer shall, on receipt of a valid VAT invoice from Espire, pay to Espire such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or

both, as applicable, at the same time as payment is due for the supply of the Goods or Services.

- 10.7 If the Customer fails to make a payment due to Espire under the Agreement by the due date, then, without limiting Espire's remedies under clause 17, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 10.7 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 1% a year for any period when that base rate is below 0%.
- 10.8 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.9 Cancellation by the Customer. The Customer may cancel the Agreement by written notice to Espire at any time before the Goods are dispatched. On cancellation under this clause 10.9: (a) Espire shall refund the Goods Fees paid, less any costs Espire has reasonably and irrecoverably incurred in fulfilling the order (including Kart Kits or components ordered, manufactured or allocated for the Customer that cannot reasonably be reallocated to another customer) and a reasonable administration charge, and the Customer shall pay any such costs and charge not covered by the Goods Fees paid; (b) Learning Platform Fees shall be refunded in full if the Customer has not yet been given access to the Learning Platform and are otherwise non-refundable; and (c) Event Fees are dealt with under clause 11.10.3.
- 10.10 Once the Goods have been dispatched, the order for the Goods may not be cancelled and no Goods Fees are refundable, except under clause 5 or clause 10.3, or where Espire agrees in writing to accept the return of unused Goods in their original condition, in which case Espire may deduct reasonable return and restocking costs from any refund.

11. Events

- 11.1 Espire will run Events for the participants of the STEM On Track Programme under the guidance of Motorsport UK ("MSUK") regulations. Espire may at its discretion, appoint MSUK licensed officials and scrutineers in connection with the Events.
- 11.2 Espire shall maintain insurance arrangements in respect of its activities at the Events. The details of the insurance will be provided to the Customer on request.
- 11.3 The Customer is responsible for ensuring that it has in place appropriate insurance cover in respect of its staff, participants and equipment for the duration of, and in connection with, the Event, and for any liability, loss or damage not covered by Espire's insurance.
- 11.4 All risk of loss of, or damage to, the Customer's Kart Kit (whether occurring on track or otherwise and howsoever caused) during or in connection with an Event shall remain at all times with the Customer. The Customer shall be solely responsible for all repair, replacement and associated costs.
- 11.5 Subject to clause 16.2, and to the fullest extent permitted by law, whilst Espire will take reasonable steps to make the Events safe, Espire accepts no responsibility or liability for any accident, injury, loss, damage or expense suffered by any participant, Customer representative or third party, whether occurring on or off track, arising out of or in connection with any Event.
- 11.6 The Customer warrants that, prior to participating in any Event, its Kart Kit has been fully and correctly constructed in accordance with the standards and requirements set out in the STEM On Track online instructional modules. Espire shall have no responsibility to inspect, verify or approve the construction of any Kart Kit.
- 11.7 The Customer irrevocably waives any right of claim against Espire in respect of any loss of or damage to the Kart Kit caused by another competitor or participant during or in connection with an Event, whether on track or otherwise.
- 11.8 Espire shall provide an online briefing meeting and supply summary notes and a code-of-conduct document to the Customer's staff members in advance of each Event.

The Customer shall ensure that its staff attend the online briefing and that all participants and relevant parties are provided with such documents and safety information. The Customer's participation in an Event constitutes confirmation of compliance.

- 11.9 Espire shall provide a safety briefing for all participants on the day of the Event. The Customer shall ensure that all its participants comply with the safety briefing and participation in the Event constitutes confirmation of compliance.

11.10 Cancellation and Postponement of Events.

11.10.1 Subject to clause 11.10.2, where Espire cancels an Event in full and no alternative date is offered:

- (a) if the cancellation arises from matters within Espire's reasonable control, Espire shall refund 100% of the fees paid in respect of the affected Event; and
- (b) if the cancellation arises from matters outside Espire's reasonable control, Espire shall refund 50% of the fees paid in respect of the affected Event.

11.10.2 Espire may cancel any Event at any time where it reasonably determines that (and clause 11.10.1 shall not apply to any such cancellation):

- (a) the Event would be unsafe for participants or staff, including because of weather, track or venue conditions; or
- (b) the Event would give rise to a conflict of interest.

In such circumstances, no refund shall be payable in respect of the cancelled Event.

11.10.3 Where the Customer cancels its participation in an Event, or fails to attend an Event for any reason, no refund shall be payable in respect of the affected Event and Espire shall be entitled to retain 100% of the fees paid or payable in respect of that Event.

Notwithstanding this clause 11.10.3, if the Customer gives Espire at least two months' notice that it cannot attend its allotted Event, Espire will use its reasonable efforts to offer alternative dates, subject to availability.

12. Media and Communications

- 12.1 Where Espire wishes to take photographs, films, audio recordings or other media at an Event or in connection with the STEM On Track Programme that includes the Customer, Espire shall request permission from the Customer in advance. Photography or recording including the Customer shall only take place where such permission is granted and Espire shall only use images of Students for whom photograph consent has been recorded under clause 14.6.

- 12.2 The Customer, its staff and its Students may take photographs and recordings of the Customer's own team, Students and Kart Kit at Events and in connection with the STEM On Track Programme, and may share them (including on social media), provided that: (a) the Customer holds any consents required under its own policies for each Student shown; (b) no identifiable student of any other school or organisation is shown without that organisation's consent; and (c) they comply with clause 12.3 and any photography restrictions notified by Espire at an Event (including in the paddock or trackside). Any other photography or recording requires Espire's prior written consent.

- 12.3 Any photographs, recordings or other media content taken before, during or after an Event or otherwise in connection with the STEM On Track Programme and used on any media platform (including social media), must not portray Espire in a negative, misleading or defamatory manner, nor give rise to any actual or perceived conflict of interest.

- 12.4 The Customer shall ensure that its Students do not deliberately photograph or record Espire's staff members without their consent. The incidental appearance of Espire staff in images or recordings of the Customer's own team is permitted, provided that the

Customer removes any such image or recording on Espire's reasonable request.

13. Intellectual property rights

- 13.1 All Intellectual Property Rights in or arising out of or in connection with the Learning Platform shall be owned by Espire.
- 13.2 Espire hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to access and use the Learning Platform during the Licence Term, solely for the purpose of participating in the STEM On Track Programme.
- 13.3 Espire confirms that it holds all necessary rights and licences in the Learning Platform to grant the Customer the licence at clause 13.2.
- 13.4 Neither party shall use the other party's name, trade marks or logos in any publicity, advertising or marketing materials without the prior written consent of the other party, except that: (a) Espire may name the Customer, and display its name and logo, as a participant in the STEM On Track Programme on its website, in lists of participating schools and in its marketing and partnership materials; and (b) the Customer may state that it participates in the STEM On Track Programme and use the STEM On Track name and logo in accordance with any brand guidelines provided by Espire, but not the trade marks of Espire's partners (including BWT Alpine F1 Team) without separate written consent. Either party may withdraw the permission in (a) or (b) by written notice, in which case the other party shall stop using the relevant name or logo in new materials within 30 days.

14. Data protection

- 14.1 Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.
- 14.2 Both parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 14.3 Controller status. Each of the Customer and Espire is an independent Controller of the Personal Data it processes in connection with this Agreement. Espire does not process Personal Data as a Processor on behalf of the Customer. Espire shall process Personal Data in accordance with the Data Protection Legislation and the Privacy Policy.
- 14.4 Data provided by the Customer. The Customer shall provide Espire with: (a) the names, email addresses, delivery addresses and finance contact details of its Lead Teacher and relevant staff; and (b) for each Student, their full name, school email address and date of birth, and the email address of their parent or guardian. The Customer shall not provide any other Personal Data about Students unless Espire requests it in writing.
- 14.5 Customer's lawful basis. The Customer shall ensure that it has a lawful basis under the Data Protection Legislation to disclose the Personal Data in clause 14.4 to Espire, and that Students and their parents or guardians have been informed that this data will be shared with Espire for the purposes of the STEM On Track Programme.
- 14.6 Parental consent. Espire shall obtain parent or guardian consent directly, through the Learning Platform, for any optional or special category data and for photographs, as set out in the Privacy Policy. Where the Customer cannot provide a parent's or guardian's email address, the Customer shall obtain that consent using the form provided by Espire, keep a record of it, and provide a copy to Espire on request. Participation in the STEM On Track Programme is not conditional on any optional consent.
- 14.7 Special category data. Espire collects special category data (ethnicity and the driver medical declaration) only directly from parents or guardians with their explicit consent. Attendance at Events is optional, and no more than four Students from

each team may take part as drivers. The driver medical declaration is required only for Students who take part as drivers; no Student is required to drive, and a Student who does not provide a driver medical declaration may take part in all other parts of the STEM On Track Programme. The Customer shall not send Espire any health or other special category data about a Student, except where strictly necessary to inform Espire of reasonable adjustments under clause 9.1.2, in which case the Customer shall share only the minimum information needed.

- 14.8 Personal Data Breaches. Each party shall notify the other without undue delay, and in any event within 48 hours of becoming aware, of any Personal Data Breach affecting Personal Data shared under this Agreement, and shall provide reasonable information and co-operation. Each party remains responsible for its own notifications to the Information Commissioner and to affected individuals. Where Students are affected, the parties shall co-ordinate communications with Students and their parents or guardians.
- 14.9 Data subject requests. Each party shall handle requests from data subjects relating to its own processing, and shall promptly pass to the other party any request relating to the other party's processing.
- 14.10 Retention. Espire shall retain and delete Personal Data in accordance with the retention periods in the Privacy Policy. Backups are deleted within 30 days of the end of each retention period.
- 14.11 Security. Each party shall implement and maintain appropriate technical and organisational measures to protect the Personal Data it processes in connection with this Agreement against unauthorised or unlawful processing and against accidental loss, destruction or damage.
- 14.12 Hosting and international transfers. Espire hosts the Learning Platform, and the Personal Data of Students and Authorised Users processed through it, on Amazon Web Services servers located in the United Kingdom, and that Personal Data is not transferred outside the United Kingdom. Amazon Web Services acts as Espire's Processor under a written contract that complies with the Data Protection Legislation. Espire shall not transfer any other Personal Data shared under this Agreement outside the United Kingdom unless the transfer complies with the Data Protection Legislation.

15. Safeguarding

- 15.1 Where the parties' participation in the STEM On Track Programme involves a regulated activity with children and/or adults (as defined in the Safeguarding Vulnerable Groups Act 2006) or otherwise amounts to work with children and/or adults (as defined in the Police Act 1997 (Criminal Records) Regulations 2002), each party is responsible for taking the necessary steps for the safeguarding and welfare of those children and/or adults (which may include ensuring that Disclosure and Barring Service checks are completed).
- 15.2 The Customer agrees that the Customer and the Customer's staff and attendees will ensure that all necessary safeguarding checks and procedures required for participation in the Events (including, where applicable, Disclosure and Barring Service checks) are carried out and kept up to date. Parental consent and, for Students taking part as drivers, the driver medical declaration are obtained by Espire in accordance with clause 14.6, save where clause 14.6 requires the Customer to obtain parental consent. The Customer shall provide Espire, on request and from time to time, with such information, evidence and wording (including confirmations, declarations and policy statements) as Espire, in its absolute discretion, specifies to demonstrate that those checks and procedures have been completed. For the avoidance of doubt, Espire will not carry out any such checks on behalf of the Customer. Nothing in this clause shall reduce any obligation the Customer may have concerning the safeguarding and welfare of children and adults whether under clause 15.1 or otherwise.

16. Liability

- 16.1 References to liability in this clause 16 means liability in or for breach of contract (including liability under any indemnity), tort (whether deliberate or not), negligence, breach of statutory duty, misrepresentation, restitution or any other cause of action

whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement.

16.2 Nothing in the Agreement limits any liability for:

16.2.1 death or personal injury caused by negligence;

16.2.2 fraud or fraudulent misrepresentation;

16.2.3 any liability that legally cannot be limited; or

16.2.4 the Customer's payment obligations under the Agreement.

16.3 Subject to clause 16.2, Espire's total liability to the Customer shall not exceed the Total Fees payable by the Customer under this Agreement in the 12 months prior to the claim arising.

16.4 Subject to clauses 16.2 and 16.3, the following types of loss are wholly excluded:

16.4.1 loss of profits (including loss of anticipated savings);

16.4.2 loss of sales or business;

16.4.3 loss of agreements or contracts;

16.4.4 loss of use or corruption of software, data or information;

16.4.5 loss of opportunity;

16.4.6 loss of or damage to goodwill;

16.4.7 loss or damage to reputation; and

16.4.8 indirect or consequential losses, damages, costs or expenses.

16.5 Espire has given commitments as to the Goods and Services in clause 5 and clause 7. In view of these commitments, the terms implied by sections 14 and 15 of the Sale of Goods Act 1979 and sections 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

16.6 This clause 16 shall survive termination of the Agreement.

17. Term and Termination

17.1 This Agreement shall, unless otherwise terminated as provided in this clause 17, commence on the Effective Date and shall continue until the end of the Initial Licence Term and, thereafter, this Agreement and the Customer's licence to the Learning Platform shall be automatically renewed for successive Academic Years, each running from 1 September to 31 August (each a Renewal Term), unless:

17.1.1 either party gives the other party written notice of non-renewal not less than 60 days before the end of the then-current Initial Licence Term or Renewal Term (that is, on or before 2 July), in which case this Agreement shall terminate upon the expiry of the applicable Initial Licence Term or Renewal Term; or

17.1.2 otherwise terminated in accordance with the provisions of this Agreement; and the Initial Licence Term together with any subsequent Renewal Terms shall constitute the Licence Term.

17.1.3 To support the operation of clause 17.1, Espire shall use reasonable endeavours to send the Customer a written reminder, not less than 30 days before the latest date by which notice of non-renewal must be given, notifying the Customer of the forthcoming automatic renewal, the applicable Renewal Term, the Learning Platform Fees payable (including any increase under clause 10.2) and the date by which any notice of non-renewal must be received. A failure by Espire to send, or by the Customer to receive, such a reminder shall not affect the validity of any renewal or of the Customer's obligation to give timely notice under clause 17.1.1.

- 17.2 For the avoidance of doubt, the supply of Goods and the provision of any in-person Events are not subject to automatic renewal and can be requested separately by the Customer for a Renewal Term.
- 17.3 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 17.3.1 the other party commits a material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 17.3.2 the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 17.3.2;
- 17.3.3 the other party suspends or ceases, or threatens to suspend or cease carrying on business; or
- 17.3.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.
- 17.4 Without affecting any other right or remedy available to it, Espire may, at its absolute discretion, suspend access to the Learning Platform, revoke the Customer's access to Events (without a refund), or terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement within 14 days of Espire notifying the Customer in writing that the payment is overdue.
- 17.5 Without affecting any other right or remedy available to it, Espire may suspend the supply of Services or all further deliveries of Goods under the Agreement or any other contract between the Customer and Espire if the Customer fails to pay any amount due under the Agreement on the due date for payment, the Customer becomes subject to any of the events listed in clause 17.3.2 to clause 17.3.4 or Espire reasonably believes that the Customer is about to become subject to any of them.

18. Consequences of termination

18.1 On termination or expiry of the Agreement:

- 18.1.1 the Customer shall immediately pay to Espire all of Espire's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, Espire shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 18.1.2 The Customer shall, and shall procure that its Authorised Users shall, cease to use the materials on the Learning Platform;
- 18.1.3 the Customer's licence under clause 13.2 shall automatically terminate; and
- 18.1.4 Espire shall deactivate the Customer's and its Authorised Users' accounts and shall delete Personal Data in accordance with clause 14.10.

18.2 Termination or expiry of the Agreement shall not affect the parties' rights and remedies, that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

- 18.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

19. Confidentiality

19.1 Each party undertakes that it shall not at any time disclose to any person any confidential information relating to the other party, including information about its business, assets, affairs, customers, clients, operations, staff, or suppliers, and in the case of Espire, including any information relating to the Learning Platform and Goods, except as permitted by clause 19.2.

19.2 Each party may disclose the other party's confidential information:

19.2.1 to its employees, Authorised Users, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, Authorised Users, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 19; and

19.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19.3 No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

20. Force majeure

Neither party will be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for 90 days, the party not affected may terminate the Agreement by giving not less than 14 days' written notice to the affected party.

21. General

21.1 Assignment and other dealings.

21.1.1 Espire may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

21.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Espire.

21.2 Notices.

21.2.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address given in the Proposal.

21.2.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

21.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21.3 Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part provision of the Agreement is deemed deleted under this clause 21.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

21.4 Waiver.

21.4.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

21.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

21.5 No partnership or agency. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

21.6 Entire agreement.

21.6.1 This Agreement constitutes the entire agreement between the parties.

21.6.2 Each party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently, and including any marketing material provided by Espire) that is not set out in the Agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

21.7 Third party rights. The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

21.8 Variation. Except as set out in these conditions, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21.9 Governing law. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

21.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Annex 1 - Goods Specification

STEM On Track Kart: Technical Specification

Espire Education Group Ltd | 2026

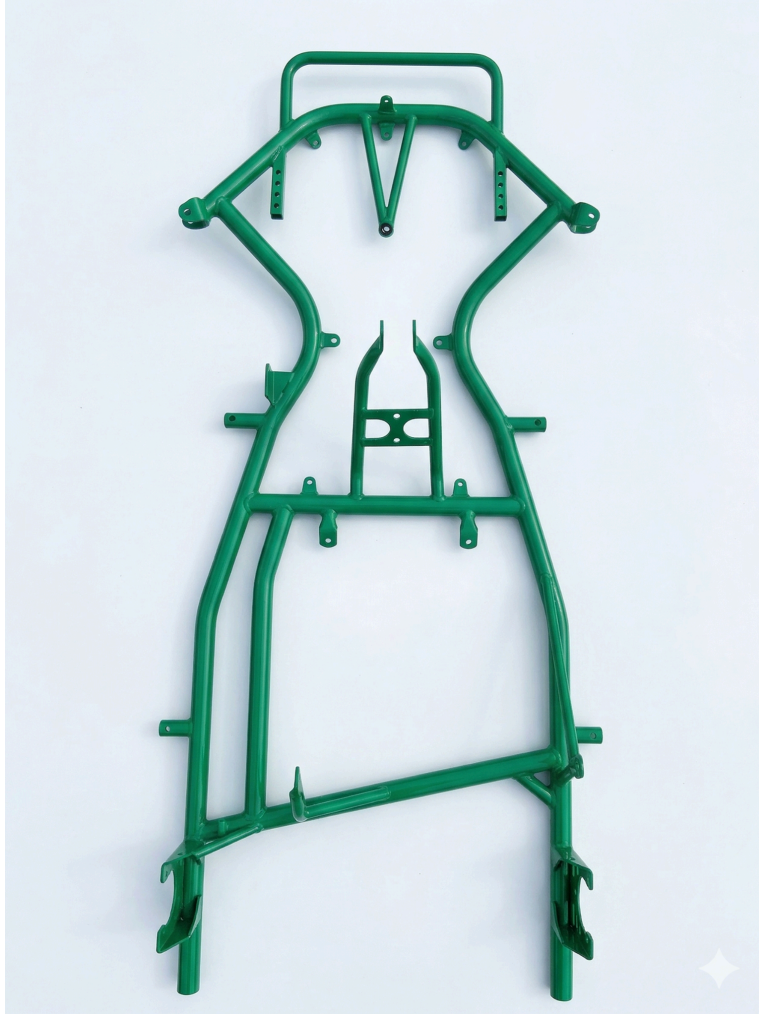
Overview

The STEM On Track kart is a 65 kg, Honda GX160-powered educational kart built on an in-house designed and made chassis, for drivers aged 11 to 16.

Parameter	Value
Length	1,800 mm
Width	1,300 mm
Height	650 mm
Weight (excluding driver)	65 kg
Target drivers	Ages 11 to 16
Drive	Rear axle, chain driven

Chassis

The intermediate chassis is an in-house design, made in-house from 30 mm steel tubing.



Feature	Detail
Crossmember rails	30 mm steel tube; a compliant frame with softer, more forgiving handling for novice drivers, and lower overall weight for easier transport
Engine mounting	Two engine rails on the left-hand side; clutch sits outboard of the chassis, a layout usually only found on cadet chassis
Pedal mounting	Four built-in pedal positions to fit drivers aged 11 to 16; the traditional single pedal mounting hole is removed
Stub axle mounts	Simplified fixed holes in place of adjustable yokes; caster and camber are fixed
Seat stays	Mounted on the right-hand side to balance the left-hand engine

Bespoke components required by the chassis design: the pedal slider system (redesigned for the box tubing), a custom floor tray with unique mounting holes, and a rear bumper with matched mounting spacing.

Engine and drivetrain

Power comes from a Honda GX160 (HNX1961BA): 163 cc, 3.6 kW (4.8 hp) at 3,600 rpm, driving the rear axle by chain through a centrifugal clutch.

Parameter	Value
Engine	Honda GX160; air-cooled 4-stroke OHV, single cylinder, horizontal shaft
Displacement	163 cc
Bore x stroke	68 x 45 mm
Compression ratio	8.5:1
Net power	3.6 kW (4.8 hp) at 3,600 rpm
Net torque	10.3 Nm at 2,500 rpm
Ignition	Transistorised magneto
Starting	Recoil
Fuel tank	3.1 L, unleaded petrol
Oil capacity	0.6 L
Fuel consumption	1.4 L/h at rated power
Engine dry weight	15 kg
Clutch	Generic centrifugal racing drum clutch, mounted outboard
Final drive	Chain
Chain guard	Fully enclosed, clear acrylic
Rear axle	30 mm hollow steel

Braking system

The kart uses a Righetti Ridolfi hydraulic rear brake: a K381S-C calliper acting on a solid disc.

Parameter	Value
Manufacturer	Righetti Ridolfi (Italy)
Type	Hydraulic, rear axle only
Calliper	K381S-C (2PN100), silver; two opposed pistons, one per pad; supplied with pads
Calliper mounting	60 mm hole centres; fits Righetti Ridolfi KB011 universal brackets
Disc	Solid (non-ventilated)
Lines and joints	Brass olive and pipe insert joints
Fluid	DOT 4

Steering, wheels and running gear

Component	Specification
Steering	Two-point Ackermann; fixed caster and camber
Stub axles	Righetti Ridolfi; 8-position ride height adjustment
Steering wheel	Faux leather, three-point, round top
Front rims	Aluminium, internal bearing
Rear rims	Aluminium, three-point fixing
Tyres	Maxxis pneumatic sport (used)

Bodywork and driver controls

Component	Specification
Side pods	KG 507; FIA Karting homologation 003-BS-36
Nassau panel	KG MK20, part no. FR.006; CIK-FIA homologated Mini bodywork
Nosecone	KG MK20; FIA Mini kart Group 3 homologated
Rear bumper	Chrome steel tube; mounting spacing matched to the chassis
Seat	Medium, fibreglass
Floor tray	Sheet metal; custom size and mounting holes
Pedals and sliders	Chrome tube and chrome box-section; in-house design for the four-position pedal mounts

Fixings

All nuts are nyloc or oval self-locking; bolts are a combination of button-head, cap-head and countersunk.