

INVITATION TO TENDER FOR THE PROMOTION AND ORGANISATION OF:

**THE MOTORSPORT UK BRITISH HILL CLIMB CHAMPIONSHIP
AND
THE MOTORSPORT UK HILL CLIMB LEADERS CHAMPIONSHIP**

Motorsport UK is the governing body of motor sport in the United Kingdom and authorises Championships and Grand Prix in all disciplines of regulated British motor sport and is the owner of the Intellectual Property Rights in the above Championship title. Motorsport UK invites tenders from interested parties (“**the Tenderer**”) for the right to promote and organise the British Hill Climb and Hill Climb Leaders Championship (“**the Championship**”) from the 1st January 2020 for a period of 3 years under an agreement relating to the British Hill Climb and Hill Climb Leaders Championship Title Rights (“**the Rights**”). This Invitation to Tender document sets out the procedure in relation to this Invitation to Tender (“**ITT**”). By submitting a tender the Tenderer accepts and agrees to be bound by each and every provision of this **ITT**.

If the Tenderer has any enquiry in relation to this ITT the following shall apply:

- An enquiry relating to commercial, motor sports or other matters shall be sent to Motorsport UK for the attention of the British Hill Climb and Hill Climb Leaders Championship contact person, namely Cheryl Lynch (Race, Speed and Kart Executive);
- An enquiry must be sent in writing and include the tendering company’s/tenderer’s name and a response address/telephone number; and
- In the event that an enquiry raises an issue in respect of this ITT, Motorsport UK may issue an amendment to the ITT as a “Supplement”.

1. TENDER CONTENTS

The information provided below is not exhaustive and Motorsport UK welcomes any proposals, but as a minimum your tender must include:

General Information

- 1.1 The Tenderer’s name and address including any Registered Office address and any Company registration number.
- 1.2 The contact details of the person at the Tenderer responsible for the tender submitted, including email and telephone.
- 1.3 An outline of your organisation’s history and its organisational corporate structure.
- 1.4 Your organisation’s previous experience in motor sport or major sports event promotion and

organisation. Please note this is a premier British Championship and therefore preference will be given to those with such experience.

- 1.5 The names, role, experience and qualifications of those individuals in your organisation who will be involved in providing promotion and organisation of the Championship. Where the Championship includes young persons (under 18 years) as with any such tender process, Motorsport UK may require such individuals to submit themselves to a Disclosure and Barring Service enhanced level check (formerly known as a CRB check) through the Motorsport UK on-line DBS portal and for which the Tenderer will be responsible for the fee in accordance with paragraph 5.2 below.
- 1.6 Confirmation that:
- (i) You have included your organisation's Child Safeguarding Policy, which should conform to the Motorsport UK Child Safeguarding Policy;
 - (ii) All persons identified by you as participating (in any role) in the Championship (or the tender), in undertaking a "Regulated Activity" as defined in the Safeguarding Vulnerable Groups Act 2006, shall agree to submitting themselves to a DBS enhanced level check and for which the Tenderer will be responsible for the fee. Please see the Disclosure and Barring Service for further details; and
 - (iii) You shall identify the names, experience and qualifications of those individuals in your organisation who will be involved in providing safeguarding, welfare and training under the Safeguarding Vulnerable Groups Act 2006 in the Championship.
- 1.7 ITT responses including any documentation relating thereto must follow the numerical sequence set out in this ITT document and must be written in English or provide a certified English translation.

Documents to be submitted with Tender Submission

- 1.8 Your tender submission should include:
- (i) A copy of your Health & Safety at Work policy together with details of how it is made available to all your staff (where applicable);
 - (ii) An environmental policy for the Championship to include your environmental procedures as applicable to the subject of the tender. This must include your environmental proposals on limiting tyre use and tyre disposal and fuels/lubricants;
 - (iii) A business plan for the Championship for the period of the tender;
 - (iv) A copy of your most recent audited accounts for the last two years of trading or for the period that is available where trading is less than two years. If these accounts are over 6 months old then a copy of the Year to Date internal management accounts providing the trading profit and loss sheet must also be provided; and

- (v) Copies of your current Public Liability (minimum £5m), Professional Indemnity (minimum £1m) and Employer's Liability where applicable (minimum £1m) insurance policies.

Your Proposed Championship Parameters

- 1.9 Motorsport UK has decided that the ITT should not specifically define the structure and sporting and technical parameters of the Championship, but rather is particularly interested to see what parameters any Tenderer may propose such as:
- (i) Proposed vehicle eligibility;
 - (ii) Class structure;
 - (iii) An outline of the proposed Sporting and Technical Regulations;
 - (iv) The Championship format including but not limited to: the proposed calendar of events, the location of the events and organising clubs (all events shall be within the UK and should include a broad geographical spread);
 - (v) The Motorsport UK recognised Club ("**Lead Club**") for the Championship, including a summary of the Lead Club's previous and current commercial activities, in particular regarding the sporting discipline of the Championship (NB a Lead Club for a championship must have been recognised by Motorsport UK for a minimum of two years);
 - (vi) The sporting and technical officials of the Championship (and who should be named) and confirmation of proposed enforcement policy with regard to eligibility criteria;
 - (vii) Fuel and (if, appropriate, lubricant) supply and testing procedures. Either nominated fuel pump, or control fuel are acceptable options for a Tenderer;
 - (viii) The media platform on which it is proposed the Championship will appear (e.g. TV, Digital, Radio, Print, Social Media) and the quality and quantity of such coverage;
 - (ix) Your annual economic impact assessment of the Championship;
 - (x) Any interaction with events in any FIA Championship;
 - (xi) Confirmation that all competitors and senior officials will be licensed by Motorsport UK in accordance with the General Regulations.

Safety Related Proposals

- 1.10 An outline of all your safety related proposals, including but not limited to steps taken regarding:
- (i) Safety plan and identification/management of risk;
 - (ii) Safety of individuals for example competitors, spectators, officials, marshals and other volunteers;

- (iii) Details of those responsible for safety matters;
- (iv) Details of any safety plans/measures in respect of the proposed Championship; and
- (v) Any other safety related matters you believe to be relevant including details of your previous promotion of safety and identification and management of risk in Championship organisation.

Marketing and Promotional Proposals

- 1.11 Marketing and promotional proposals for the Championship including:
- (i) how the Championship and Motorsport UK will be promoted – pre the launch and during the period of the Championship; and
 - (ii) sponsorship for the Championship including any commercial arrangements providing money, money's worth or contra arrangements for the benefit of the Championship or the Tenderer and / or any prize offerings.

Partnership Proposals

- 1.12 Partnership with Motorsport UK including but not limited to:
- (i) Partnership, promotion and support of the Motorsport UK Race 'n' Respect" principles;
 - (ii) brand visibility of 'Motorsport UK' logo and identity;
 - (iii) Training and education of officials, volunteers, parents and teams concerning child safeguarding, anti-alcohol and anti-illicit drugs;
 - (iv) Road safety/ community engagements etc;
 - (v) Recruitment of motor sport officials and volunteers;
 - (vi) Any other initiatives including but not limited to safety training/promotion and supporting any FIA initiatives which you believe would be of benefit to the Championship; and
 - (vii) Partnership with manufacturers, both technical and promotional / marketing & PR.

Fee Proposals

- 1.13 Your tender submission should set out your proposed fee for the Rights to the Championship. VAT will be charged at the prevailing rate. Your proposed fee should not include any of the following, each of which the successful Tenderer will be liable to pay in addition to the fee (plus VAT thereon) for the Rights:
- (i) A Championship Permit Fee as detailed in Appendix 1 of the Motorsport UK

Yearbook (“the General Regulations”); and

- (ii) An Organiser’s Permit Fee and Event Insurance, both calculated based on the number of signed-on competitors (per-capita) as detailed in Appendix 1 of the General Regulations.

2. HOW TO SUBMIT YOUR TENDER

- 2.1 Tenders must be received as an original, duly signed and dated, by an authorised signatory of the Tenderer (including name and title of signatory in block capital letters) and with three copies in a closed and sealed envelope/package addressed to Sheila Barter, Executive Office Services Manager, Motorsport UK House, Riverside Park, Colnbrook, SL3 0HG no later than 12 noon on 16th August 2019 (“**the Closing Date**”).
- 2.2 Tenders must be clearly marked on the outside of the sealed envelope/package with the name and address of the Tenderer and the title of The Championship in relation to which the tender is submitted. This should clearly state “DO NOT OPEN sealed bid in respect of the British Hill Climb and Hill Climb Leaders Championship”.
- 2.3 A receipt will be issued to the Tenderer at its request and shall serve as an acknowledgement of receipt of the tender.
- 2.4 Tenders received after 12 noon on the Closing Date will not be considered for selection.
- 2.5 The Motorsport UK Selection Panel (see below) intends to convene to open the sealed envelopes/packages containing the tenders on the afternoon of the first working day after the Closing Date.

3. SELECTION

- 3.1 Motorsport UK will appoint a Selection Panel comprising the Regulatory Counsel, other senior Motorsport UK executives, and any other person whom the Regulatory Counsel considers will be beneficial to the process, and the Selection Panel will have responsibility for the tender process on behalf of Motorsport UK.
- 3.2 The Selection Panel may ask any Tenderer to make a short presentation of its proposal, or any element thereof, to the Selection Panel and to answer questions concerning the proposal and presentation.
- 3.3 In the event Motorsport UK decides, in its sole discretion, that any tender submitted does not satisfy the requirements of this ITT it may reject that tender without consideration of its merits.
- 3.4 Motorsport UK has no obligation to select any tender, nor enter into any agreement with anyone who submits a tender. Further, Motorsport UK is neither obliged to give reasons nor to enter into any discussions regarding the acceptance or rejection of any particular tender.
- 3.5 It is the responsibility of each Tenderer to submit a tender that is sufficiently detailed and clear to allow a decision to be taken. Any failure to do so may count against a Tenderer in the selection process. However, without being under any obligation to do so, Motorsport UK may decide to seek any clarification of any tender submitted and may take any clarifications received into account in

making any decision.

- 3.6 Subject to the above Motorsport UK shall select the tender which, in Motorsport UK's sole opinion, best serves the interests of the Championship and the interests of hill climb and motor sport in general.
- 3.7 The selected Tenderer shall be informed of its selection as soon as possible, and invited to execute the Championship Agreement ("**the Agreement**") included as Appendix A to this Invitation to Tender.
- 3.8 On no account shall the selected Tenderer make any public, press or any other announcement or communicate to any third party in any way that it has been selected. Any breach of this provision will result in the tender concerned being rejected from the tender process. The selected Tenderer shall keep all discussions relating directly or indirectly to this ITT strictly confidential and shall enter into a Confidentiality Agreement with Motorsport UK if so requested.

4. POST SELECTION PROCEDURE

- 4.1 Prior to the execution of an Agreement, the selected Tenderer shall be bound to the terms of the tender it submits, which tender shall, for the purposes of this ITT, incorporate any representations made by the Tenderer to Motorsport UK in whatever form prior to the date on which Motorsport UK makes its decision as to selection. In the event of any material deviation by the selected Tenderer from the terms of its tender, Motorsport UK shall have the right, at its sole discretion, to take any one or more steps set out in paragraph 4.3 below.
- 4.2 The selection by Motorsport UK of a tender shall initiate a 14 day period of exclusive negotiation between Motorsport UK and the Tenderer with a view to negotiating any amendments to the Agreement included in this ITT as Appendix A. For the avoidance of doubt, however, the selection by Motorsport UK of any tender does not impose any obligation on Motorsport UK, save the obligation to initiate a period of exclusive negotiation with that Tenderer for such period as Motorsport UK in its sole discretion considers reasonable. Selection does not oblige Motorsport UK to enter into an Agreement or any agreement whatsoever with the selected Tenderer. If this period expires without the selected Tenderer either confirming its full acceptance of the draft Agreement or making any such comments on the draft Agreement, Motorsport UK shall have the right, at its sole discretion, to take any one or more of the steps set out below in paragraph 4.3.
- 4.3 On the occurrence of any of the events set out above, Motorsport UK shall have the right, at its sole discretion to take any one or more of the following steps:-
- (i) terminate the period of negotiation exclusivity granted to the successful Tenderer;
 - (ii) alter its decision as to the selection of the successful Tenderer;
 - (iii) issue a determination that no Tenderer will be selected for the Championship;
 - (iv) hold a new tendering procedure;
 - (v) conduct a negotiation of the draft Agreement with a Tenderer other than the successful Tenderer with a view to concluding with such other Tenderer a contract for the Championship.

5. MISCELLANEOUS

- 5.1 In submitting a tender the Tenderer agrees that it waives all rights in the event that Motorsport UK elects to:
- (i) take any one or more of the actions identified in paragraph 4.3 and/or
 - (ii) utilises any idea and/or concept contained within the tender.
- 5.2 Regardless of whether a Tenderer ultimately executes a contract, each Tenderer is responsible for all its costs, expenses and liabilities incurred in:
- (i) the preparation of its tender;
 - (ii) the preparation of any responses to requests for further information issued by Motorsport UK in relation to negotiations with Motorsport UK;
 - (iii) conformity to the Safeguarding Vulnerable Groups Act 2006 including any other applicable legislative or regulatory requirements; and
 - (iv) Disclosure and Barring checks.
- 5.3 Motorsport UK has taken steps to ensure that this ITT is accurate in all material respects. However, neither Motorsport UK, nor any of its representatives or employees, make any representation or warranty, or accept any responsibility or liability for the accuracy or completeness of any of the information contained in this ITT. Furthermore, Motorsport UK shall not be liable for any loss or damage suffered by any Tenderer in reliance on this ITT, or any subsequent communication in relation thereto.
- 5.4 Motorsport UK reserves the right to change any aspect of this ITT at any time, to issue an amended ITT or to provide a Tenderer with clarification in relation to the ITT. Any such change, amendment or clarification may be issued by Motorsport UK in such form as Motorsport UK in its sole discretion considers appropriate.
- 5.5 Nothing in this ITT or any communication made by Motorsport UK or its representatives or employees shall constitute a contract between Motorsport UK and any Tenderer.
- 5.6 By submitting a tender the Tenderer understands and agrees that any Disclosure and Barring Service check which results in an adverse or negative result will entitle Motorsport UK to wholly disregard that tender.

6. COLLUSION AND INDUCEMENTS

- 6.1 Any collusion with any other potential Tenderer will invalidate your tender. By submitting a tender you declare that it is a bona fide tender, intended to be competitive and that you have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person.
- 6.2 Offering an inducement of any kind in relation to obtaining this or any other contract with Motorsport UK will disqualify your tender from being considered and may constitute a criminal offence.

7. GOVERNING LAW AND LANGUAGE

- 7.1 The governing law applicable to this ITT and any tender received in relation thereto shall be English Law.
- 7.2 Motorsport UK and the Tenderer irrevocably agree to submit to the exclusive jurisdiction of the Courts of England and Wales regarding any claim or dispute arising under or in connection with this ITT, any response or any bid received in relation thereto.

APPENDIX A

CONFIDENTIAL

DATED

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DRAFT

1) THE ROYAL AUTOMOBILE CLUB
MOTOR SPORTS ASSOCIATION
LIMITED

and

2) [] LIMITED

**AGREEMENT CONCERNING
THE MOTORSPORT UK BRITISH { } CHAMPIONSHIP
[] []**

THIS AGREEMENT

DATED: [] 2019

BETWEEN:

- 1) THE ROYAL AUTOMOBILE CLUB MOTOR SPORTS ASSOCIATION LIMITED** whose Registered Office is located at:
Motorsport UK House
Riverside Park
Colnbrook
Berkshire
SL3 0HG

Company No. 01344829

("MOTORSPORT UK")

- 2) [] LIMITED** whose Registered Office is located at:
[]

Company No. []

("Promoter")

WHEREAS

- (A) The Fédération Internationale de l'Automobile ("FIA") incorporating CIK-FIA in respect of karting is the sole international authority entitled to make and enforce rules and regulations for the encouragement and control of automobile and karting competitions including technical and sporting regulations and has drawn up the "International Sporting Code" (the "Code"). Motorsport UK is recognised by the FIA as the sole authority for the control of motor sport in the United Kingdom "ASN". Motorsport UK has drawn up rules known as the "General Regulations" to govern the conduct of motor sport in the United Kingdom.
- (B) Motorsport UK wishes to license the Promoter to promote, organise and administer Championship (as defined below), subject to the continuing responsibilities of Motorsport UK as ASN under the General Regulations and also subject to both the Code and the General Regulations, and has agreed to appoint the Promoter to be the exclusive promoter, and manager of the Championship for the Term.

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:-

- “the Championship”** means the Championship the subject of this Agreement with such name as is agreed at a later date between the Parties;
- “Championship Awards”** means the awards ceremony for the Championship, to be held after the completion of the Championship in each year of the Term;
- “Co-ordinator”** means the person appointed by the Promoter in order to carry out the role as described in clause 5.1.7;
- “Championship Regulations”** means the Sporting and Technical Regulations for the Championship as published in final form, together with any official amendments;
- “Commercial Rights”** means all rights in connection with the organisation, promotion, management, administration and commercial exploitation of the Championship, in any medium including merchandise and interactive video games subject in each case to any other rights of whatever nature which exist or may exist. For the avoidance of doubt, “Commercial Rights” as herein defined and further as referred to in this Agreement does not include any intellectual property or any other rights which Motorsport UK itself does not have exclusive ownership and/or control of;
- “Data”** means the data as defined in clause 9.1;
- “Domain Name”** means a URL address specific to the Championship to be licensed to the Promoter with a non-transferable exclusive license;
- “Fee”** means the fee as defined and specified in clause 3 hereof;
- “FIA”** means the Fédération Internationale de l’Automobile including CIK-FIA;
- “Championship Logo”** means the logo for the Championship that incorporates the official logo of Motorsport UK and is subject to the express approval of Motorsport UK
- “ITT”** means the Motorsport UK invitation to tender for the promotion and organisation of the Championship which is attached as Schedule 1;

“Lead Club”	means a Motorsport UK Recognised Club or Association, in either case recognised for at least two (2) years;
“Master Classes”	means the Motorsport UK classes given by an experienced tutor to the Championship competitors at the Rounds;
“Motorsport UK Criteria”	means the Motorsport UK criteria that must be followed to be designated “U18 Compliant”
“Motorsport UK Logo”	means the Motorsport UK corporate logo from time to time and currently in the form attached as Schedule 3;
“Nominee”	means the nominee as defined in clause 7.3;
“Round(s)”	means round(s) of the Championship;
“Rules”	means the Code and the General Regulations for the time being as referred to in recital (A) and the Championship Regulations and also any document issued by Motorsport UK of regulatory value;
“Term”	means the duration of this Agreement as specified in clause 4 hereof.

2. APPOINTMENT

2.1 In consideration of the payment of the Fee by the Promoter, Motorsport UK hereby appoints the Promoter as promoter and licensee of the Championship and the Promoter agrees as such to promote and operate the Championship in the United Kingdom on the terms of this Agreement during the Term. In this connection the Promoter shall, within the general scope of the Rules and always in compliance therewith, be entitled to formulate and administer such processes, activities, regulations and administrative controls as it may feel appropriate in respect of the Championship, subject to prior agreement in writing by Motorsport UK. The Promoter shall ensure that none of the Championship regulations, or their interpretation from time to time, shall conflict with the Code to the extent applicable and/or the General Regulations.

2.2 Nothing in this Agreement shall be taken to fetter the exercise or discretion of Motorsport UK as ASN in respect of its responsibilities or functions under the Rules in any way whatsoever or otherwise to conduct the governance of motor sport in such manner as may accord with its obligations generally (including the grant of any exemption, permit or other permission).

3. PAYMENT

3.1 The Promoter shall pay to Motorsport UK in each year of the Agreement £[] ([] pounds) plus any VAT or any other taxes or duties thereon (the “Fee”). For each of 202[] and 202[] the Fee is that for the previous year plus a further sum to take account of the increase in the Retail Prices Index (if any) as published by HM Government over twelve months for the period ending 31st December in the previous year. The Fee is payable no later than 1st March in each year of the Term. The Fee is inclusive of the Championship

Permit Fee payable to Motorsport UK.

- 3.2 In addition to the Fee, the promoter shall also pay to Motorsport UK all Organising Permit Fees payable in accordance with the Rules.
- 3.3 If in any year of this Agreement the Championship does not take place for any reason, the Fee for that year (if not already paid) shall not be payable and this Agreement shall automatically terminate.
- 3.4 Subject to the terms hereof the Promoter shall be entitled to receive all proceeds arising from the Commercial Rights in respect of periods on or after the execution of this Agreement and for so long as this Agreement shall continue but, for the avoidance of doubt, shall not be entitled to receive sums due or which may arise in respect of periods before or after that date.

4. DURATION

- 4.1 Subject to the provisions for termination contained herein the Term shall be from the 1st January 202[] until 31st December 202[].
- 4.2 This Agreement may by separate agreement in writing with the Promoter be extended for such period as Motorsport UK shall determine in its absolute discretion. Such extension if any shall be granted no later than 30 November in the calendar year preceding the expiry date of this agreement.

5. DUTIES AND RIGHTS OF THE PROMOTER

- 5.1 The Promoter agrees that it shall:-
 - 5.1.1 Use all reasonable efforts to adhere to the response given by the Promoter to the ITT (Schedule One to this Agreement).
 - 5.1.2 At its own expense at all times comply with the Rules.
 - 5.1.3 Ensure that all necessary third party consents are obtained prior to the display of any promotional material/logos at any events where the Championship is featured and also in respect of any exploitation of the Commercial Rights under clause 3.4 or at all.
 - 5.1.4 Fully discharge all liabilities and costs arising in relation to the Championship both during and (in respect of any costs or liabilities contracted for or otherwise incurred by the Promoter during the Term), after the Term. For the avoidance of doubt, the Promoter is not responsible for liabilities or sums due which have or may arise in respect of periods before the commencement of the Term.
 - 5.1.5 Not hold itself out in any way as being an authorised representative or agent of Motorsport UK and further that it has no authority whatsoever expressed or implied to act as such or to act on behalf of or bind Motorsport UK in any way.
 - 5.1.6 The Championship Logo should incorporate the Motorsport UK Logo as required by Motorsport UK from time to time and the Championship logo is subject to express approval of Motorsport UK acting reasonably. The Promoter shall ensure:
 - (i) the Championship Logo is included on all material relating to the

- Championship in equal prominence to that of any other sponsor or associated body, in particular but without limitation on all publicity material, venue and trackside signage, tickets and in hospitality;
- (ii) that the Championship Logo is prominently displayed again with such equal prominence throughout any awards ceremony at the Championship
 - (iii) that the Motorsport UK Logo or Championship Logo is not to be used in any other context except with the prior written consent of Motorsport UK;
 - (iv) the goodwill in the Motorsport UK Logo is protected and preserved for Motorsport UK at all times including after the Term; and
 - (v) The Promoter both acknowledges and agrees that this entitlement to use the Motorsport UK Logo is non-exclusive and shall not in any event extend beyond the Term.
- 5.1.7** Use its best endeavours so as to ensure at all times the proper operation of the Championship in accordance with the Rules. For the avoidance of doubt the Promoter shall ensure that the administration and promotion of the Championship shall be carried out by a dedicated Co-ordinator, such employee of the Promoter having been approved in advance by Motorsport UK.
- 5.1.8** Not be concerned or involved in any way with any project, business, sponsor or anything which in the reasonable opinion of Motorsport UK may conflict with the Championship and/or bring the Championship or Motorsport UK into disrepute including any of its officers, employees or agents.
- 5.1.9** At its own expense the Promoter will use reasonable endeavours to ensure executives, senior managers and guests of Motorsport UK are afforded free access [at all Rounds] to all areas of the venue, including, where available, car parking and light refreshments. It is agreed that this is up to a maximum of 6 authorised Motorsport UK personnel/guests per event or as may be agreed otherwise in advance.
- 5.1.10** Appoint a Lead Club to apply for and to hold the appropriate Motorsport UK Permits in respect of the Championship.
- 5.1.11** Use all reasonable endeavours to promote goodwill and constantly strive to both maintain and improve the integrity of the Championship and not bring the name of Motorsport UK or the Motorsport UK Logo into disrepute in any way whatsoever and that none of its activities or those of any subsidiary or related body are or will be inimical to the activities of Motorsport UK.
- 5.1.12** Maintain throughout the period of this Agreement and any renewal thereof:-
- (i) Public liability insurance in the minimum amount of £5,000,000 (five million pounds) for each event thereunder;
 - (ii) Employers liability insurance in the minimum amount of £1,000,000 (one million pounds); and
 - (iii) Professional Indemnity insurance in the minimum amount of £1,000,000 (one million pounds)
- in each case to the satisfaction of Motorsport UK's insurance advisers for the time being and further the Promoter shall produce the original policies to Motorsport UK on demand for inspection.
- 5.1.13** Prepare an annual budget and business plan and operate at all times in a proper business-like manner. A copy of both the annual budget and business plan must be provided to Motorsport UK not later than 31 October in the year preceding the new Championship season.

- 5.1.14** After prior consultation with and the agreement of Motorsport UK (which shall not unreasonably be withheld) set competitor Championship registration fees and subject always to such conditions, regulations and stipulations as the FIA shall seek to impose with regard to the Championship.
- 5.1.15** Maintain at all times proper competitor registrations and make these available to Motorsport UK upon request.
- 5.1.16** Attend all qualifying Rounds of the Championship.
- 5.1.17** Produce and distribute immediately after each Round fully detailed results (including Championship positions) together with on-event photography and in particular to ensure that this information is supplied to the competitors, the media and Motorsport UK, and further provide Motorsport UK immediately with all bulletins and all such other information relating to the Championship.
- 5.1.18** Provide for the Championship a media service to achieve continuous promotion via all media outlets. For clarification and notwithstanding this clause 5.1.18 and clause 5.1.17, the Promoter agrees to:
- (i) work closely with major motorsport publications to ensure full coverage of the Championship;
 - (ii) ensure that the Championship features prominently in the Promoter's own in-house publications;
 - (iii) improve the promotion of the Championship via digital means (including but not limited to the Promoter's own website);
 - (iv) develop a dedicated Championship website in accordance with 6.1.13 of this Agreement to provide inter alia online registration, access to results, a facility to communicate with the Championship Co-ordinator and the promotion of the Championship;
 - (v) provide a prominent link from the Championship website to Motorsport UK links as may be agreed;
 - (vi) provide Motorsport UK free of charge on request with high resolution copyright-free photography from the photographer for the purposes of internal press and PR/promotional use;
 - (vii) request permission to use media footage for PR/promotional uses including sharing of the same with Motorsport UK. Footage shall be free of any restriction to use in a non-commercial environment; and
 - (viii) ensure that compliance by the Promoter with (i) to (vii) above shall be both to a standard commensurate with Motorsport UK British Championship status and acceptable to Motorsport UK.
- 5.1.19** Maintain a dialogue with organising clubs, competitors, sponsors and Motorsport UK to monitor the Championship and to ensure that their respective needs are being met.
- 5.1.20** Contract as necessary with providers of services to the Championship.
- 5.1.21** Provide Motorsport UK with full details of all Championship awards and prizes.
- 5.1.22** Ensure that the venue is / are in keeping with the status of a Motorsport UK British Championship.
- 5.1.23** At its own expense invite the winner of the Championship (or their authorised representative) together with one guest and the Motorsport UK Chief Executive and a minimum of three of his guests to the Championship Awards.
- 5.1.24** Throughout the Term to adhere to the Motorsport UK Criteria in order to be designated "U18 Compliant" and further the Promoter agrees that this shall specifically include the duty to always have due regard for the age of competitors

in the Championship. in particular in relation to the suitability of sponsors, advertising, promotional schemes and award ceremonies.

- 5.1.25** Work with the Motorsport UK Academy and any other Motorsport UK associated programmes from time to time including but not limited to:
- (i) actively promote, endorse and encourage the engagement of competitors, parents, teams and sponsors with the Motorsport UK Academy;
 - (ii) Motorsport UK recommends where under 18's are competing within Teams that each Team should have on event a Level 2 Motorsport UK Qualified Coach, specifically nominated for each Team, which from 1st January 2021 will be mandated for any British Championship;
 - (iii) Appoint to the Championship Organising Team, subject to Motorsport UK approval (not to be unreasonably withheld), at least one Motorsport UK qualified coach to oversee the development of all Championship drivers;
 - (iv) Motorsport UK requires that each Team must have at Event a nominated representative who has undertaken Motorsport UK Safeguarding training in addition to having satisfactorily completed the UK Anti-Doping (UKAD) Advisor Course; and
 - (v) Ensure that all participating Teams are holders of an appropriate level Entrant Licence and is in possession of, at least £2 million, Public Liability Insurance, Professional Indemnity and Personal Accident Insurance.
- 5.1.26** To maintain high standards at all times of each and every aspect of the Championship, in particular by providing training and instruction to the competitors of all conditions of participation, including social and digital media training.
- 5.1.27** Support Motorsport UK with its initiatives that are agreed in advance between the Parties, for example by displaying prominently Motorsport UK branding.
- 5.1.28** Shall ensure that at each Championship Event adequate prominent ground space agreed in advance with Motorsport UK is provided to Motorsport UK for the placement and where relevant erection of Motorsport UK Display Unit(s).
- 5.1.29** Upon the request of Motorsport UK, promptly take all necessary steps so as to ensure that any person associated through the Promoter with the Championship shall undertake a Disclosure and Barring Service enhanced level check ("DBS") and further and in addition ensure that any person associated through the Promoter with the Championship who is the subject of a DBS disclosure which reveals matters of concern to Motorsport UK shall have no further association with the Championship.
- 5.1.30** So far as may be reasonable that the winner of the Championship (or their authorised representative) together with one guest to attend the Motorsport UK Night of Champions British Championships Awards Ceremony. This shall be a condition of entry into the Championship.

- 5.2** Subject to clauses 5.4, 5.5, 5.6 and 8 herein, Motorsport UK hereby grants to the Promoter during the Term the right to obtain sponsorship for the Championship and to receive all sponsorship fees and payments and the right to permit the name of the sponsor of the Championship to be included in the title of the Championship preceding the rubric Motorsport UK as the case may be subject in all cases to obtaining the prior written approval of Motorsport UK (such approval not to be unreasonably withheld) in respect of the Championship, and so (by way of example) the name can be '123 [] Championship'.

- 5.3** Should Motorsport UK introduce a sponsor for the Championship to the Promoter, a commission of 15% of the gross sponsorship fees/value (excluding VAT) will be paid to Motorsport UK by the Promoter at the same intervals the Promoter receives the sponsorship fees.
- 5.4** Subject to clause 5.6 and agreement between the Parties, both Motorsport UK and the Promoter are committed to the best possible promotion and development of motor sport in the United Kingdom and as part of this commitment the Promoter acknowledges and agrees that Motorsport UK may wish to introduce umbrella branding through sponsorship or otherwise for all or part of UK motorsport, for example, “X Y Z British Motorsport” and subject to the umbrella branding not conflicting directly with any existing Championship sponsor, the Promoter agrees that:
- 5.4.1** Motorsport UK (either by itself or with or through any appointed agent) may superimpose over before and above the Commercial Rights and/or any sponsorship of the Championship umbrella branding as described above; and
- 5.4.2** in the event that Motorsport UK exercises the right referred to in sub clause 5.4.1 above then that branding will be placed over and above and in any case precede the title of the Championship.

By way of example this umbrella branding would result in the following full title for the Championship:-

X Y Z Motorsport UK British (the umbrella branding)

The 123 [] Championship

- 5.4.3** The Promoter agrees that it does not have and shall not acquire any intellectual property or other rights whatsoever in any such umbrella branding and further acknowledges that all such rights do and shall vest solely in Motorsport UK.
- 5.5** It is hereby acknowledged and agreed that any sponsor Motorsport UK may wish to introduce must first be approved by the Promoter (not acting unreasonably) provided the sponsor is not inconsistent with (i) the rights of the existing sponsors and (ii) the Promoter’s policies on corporate reputation restricting the Promoter engaging sponsors involved in areas including, but not limited to, religion, pornography, gambling, alcohol and tobacco.
- 5.6** The Promoter shall at all times give due regard to the need to protect the environment in particular at the venue of any Round and shall submit to Motorsport UK an environmental assessment and policy document. The Promoter acknowledges that Motorsport UK may request it adopt environmental initiatives as Motorsport UK specify from time to time and the Promoter acknowledges in good faith that it will take any environmental initiatives into account.
- 5.7** Both Motorsport UK and the Promoter are committed to the Championship fulfilling at all times the best interests of motor sport and in recognition of this and also the position of Motorsport UK as the national governing body of the sport, the Promoter agrees that Motorsport UK may request conditions on the Promoter at any time during the Term so

as to continue to develop the Championship and motor sport generally, for example but without limitation, revised technical and/or sporting regulations.

6. DUTIES OF MOTORSPORT UK

6.1 Motorsport UK agrees that it shall:-

- 6.1.1** At its own expense invite the winner of the Championship (or their authorised representative), and their guest, to the Motorsport UK Night of Champions British Championships Awards Ceremony and present the winner with a perpetual trophy and souvenir trophy.
- 6.1.2** Provide a souvenir trophy to be presented to the Championship second and third placed competitors at the Championship Awards.
- 6.1.3** Motorsport UK shall, at its discretion, establish a Domain Name within one month of the commencement of the Agreement. If established this shall be licensed to the Promoter for the period of the Agreement and any such license is not transferable and is exclusively licensed to the Promoter for the purposes of promoting the Championship. The Promoter shall facilitate throughout the Term access by Motorsport UK to Google Analytics in respect of this web domain and any web domain of the Promoter that refers to the Championship.

6.2 Promote the Championship including, but not limited to, the following:

- (i) ensure the Championship has significant prominence in the quarterly Motorsport UK "Revolution" magazine;
- (ii) ensure that the Championship will have significant prominence in the Motorsport UK monthly online magazine; and
- (iii) promotion of the Championship through all of Motorsport UK's available digital media platforms.

6.3 Offer the Championship together with all other Motorsport UK British Championships priority with all Motorsport UK initiatives for driver and academy promotions.

6.4 Provide a link from the Motorsport UK website to the Championship website.

6.5 Use its best endeavours to foster and facilitate close association between the Championship and reputable organisations to enable a sustainable driver development programme.

6.6 Use reasonable efforts to promote goodwill and constantly strive to both maintain and improve the integrity of the Championship and not bring the Promoter into disrepute in any way whatsoever and that none of its activities or those of any subsidiary or related body are or will be inimical to the activities of the Promoter.

6.7 At Motorsport UK's expense, in its entire discretion may provide qualified tutors to deliver Master Classes and similar programs including, but not limited to, those covering:

- (i) media training;
- (ii) sponsor acquisition;
- (iii) public speaking;
- (iv) digital and social media awareness; and
- (v) Anti-alcohol and Anti-illicit drugs awareness.

7. LIAISON DURING TERM

- 7.1** The parties accept that in order for the Championship to be a success, and for each of the parties to achieve their objectives under this Agreement, they will need to liaise closely and in good faith during the Term and that accordingly the parties may agree at any time to vary this Agreement in accordance with clause 18.1.
- 7.2** The Promoter via the Co-ordinator noted in clause 5.1.7, will keep Motorsport UK fully informed in respect of any contract it proposes to enter into in relation to promotion or organisation of the Championship. Motorsport UK shall have the right to veto any proposed sponsor or other party proposed by the Promoter to be associated with the Championship where Motorsport UK acting reasonably has cause to believe that such a party may bring any of Motorsport UK the Championship or the Promoter in to disrepute.
- 7.3** Where Motorsport UK is concerned about the Promoter's performance of its obligations under this Agreement or has reasonable belief that the Promoter has breached this Agreement, Motorsport UK may appoint a nominee (the "Nominee") who, save as provided below, may at its absolute discretion have full access to all information and records concerning the obligations of the Promoter under this Agreement and shall be entitled to attend any meeting of the Promoter and participate therein. The Promoter agrees that the Nominee may discuss matters of concern to Motorsport UK with Motorsport UK and its officers, employees and professional advisers, subject to the principle that such information is confidential information of the Promoter. The Nominee shall not participate in discussions, nor have access to documents:-
- 7.3.1** Concerning matters not relevant to the Championship, or
- 7.3.2** directly concerning the contractual relationship between the Promoter and Motorsport UK if a conflict of interest would ensue.
- 7.4** For the purposes of this clause 7, the Promoter shall only be required to retain records for six years from the date of their creation. For the purposes of this Agreement, in relation to minors, records must be kept for six years past their 18th birthday.

8. INTELLECTUAL PROPERTY

- 8.1** Motorsport UK grants to the Promoter a non-exclusive royalty-free license to use the Motorsport UK Logo for the Term of this Agreement, subject to, and in accordance with, the terms of this Agreement. There is granted to Motorsport UK at no expense to Motorsport UK a royalty free licence (for all purposes) in respect of all and any intellectual property rights concerned in any way with the said contract in respect of any contract the Promoter enters into in respect of the Championship.
- 8.2** Motorsport UK warrants that it owns the Motorsport UK Logo and that it has the right to grant the use of the Motorsport UK Logo to the Promoter.
- 8.3** Motorsport UK's name and the Motorsport UK Logo shall not be used in any other context save as set out in this Agreement, except with the prior written consent of Motorsport UK and, whenever used, the Promoter shall take due steps to protect the goodwill in that

name and logo and not to damage the reputation of Motorsport UK.

8.4 The Promoter agrees that it does not have and shall not acquire any intellectual property or other rights whatsoever in respect of the title of the Championship and further acknowledges that all such rights do and shall vest solely in Motorsport UK.

8.5 The Promoter warrants and represents to Motorsport UK that any copyright works or documents created by it arising from this Agreement will not infringe the intellectual property rights of any third party.

9. DATA PROTECTION

9.1 The Promoter undertakes to maintain at all times proper records in respect of the Championship (the "Data").

9.2 Motorsport UK may reasonably request copies of the Data for the purposes of complying with their obligations under this Agreement and of furthering their role as the controller of motor sport in the UK. Motorsport UK undertakes to bear the reasonable costs of producing any copies of the Data.

9.3 The Promoter and Motorsport UK undertake to abide at all times by The Data Protection Act 2018 and all other relevant legislation and regulations in relation to the discharge by it of its obligations under this Agreement.

10. WAIVER

10.1 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be constituted as, a waiver of such term or right and shall in no way affect the Party's right later to enforce or to exercise it.

11. TERMINATION

11.1 Either Motorsport UK or the Promoter shall be entitled to terminate this Agreement at any time by giving notice in writing to the other on the occurrence of any one or any combination of the following events:-

11.1.1 If either commits a serious breach of this Agreement and (in the case of a breach capable of remedy) fails to remedy the same within fourteen (14) days of being required to do so;

11.1.2 If either is unable to pay its debts as they fall due or compounds with its creditors generally or has a receiver appointed over all or a substantial part of its assets or if a petition is presented or an order is made or a resolution passed for winding up otherwise than for the purpose of reconstruction or amalgamation on terms previously agreed in writing by the other party.

11.1.3 Force Majeure as referred to specifically in clause 12.

11.1.4 If the legal constitution, or the Directors or the shareholding of the Promoter changes without the prior written approval of Motorsport UK (such approval not to be unreasonably withheld).

- 11.2** Motorsport UK shall be entitled to terminate this Agreement at any time by giving notice in writing to the Promoter on the occurrence of any one or any combination of the following events:-
- 11.2.1** If in Motorsport UK's sole opinion the Promoter commits an act detrimental to either or both of the Championship and Motorsport UK.
 - 11.2.2** Breach by the Promoter of clause 5.1.29.
- 11.3** The Promoter shall be entitled to terminate this Agreement at any time by giving notice in writing to Motorsport UK if, in the Promoter's sole opinion, Motorsport UK commits an act detrimental to the Championship.
- 11.4** The Promoter shall, on termination of this Agreement however caused, hand over to Motorsport UK all documents made or created by the Promoter in relation to the performance of its duties hereunder.
- 11.5** The Promoter shall use its reasonable endeavours to procure that, following termination of this Agreement (whether by effluxion of time or otherwise), to the extent that they are not already in the name of Motorsport UK, Motorsport UK shall be entitled to take over all contracts relating to the Championship if it elects so to do. The Promoter shall and does hereby indemnify Motorsport UK against any liability arising in respect of the existing breaches of such contracts. Motorsport UK shall indemnify the Promoter against any liability arising in respect of breaches by Motorsport UK after the end of the Term of any contract so taken over by Motorsport UK.
- 11.6** Motorsport UK shall have no liability in respect of any person employed or engaged in respect of the Championship and the Promoter will and does hereby hold Motorsport UK indemnified accordingly.
- 11.7** Upon termination the Promoter agrees and hereby acknowledges that the Championship (including for the avoidance of doubt all legal beneficial and intellectual property rights and interests therein) is in the sole exclusive beneficial ownership of Motorsport UK and that the Promoter shall not have any right or interest in the Championship whatsoever.

12. FORCE MAJEURE

- 12.1** In the event that this Agreement or any part of it cannot be performed or the obligations of a party fulfilled due to any circumstances beyond the reasonable control of the party involved, including by way of example only industrial action or loss by Motorsport UK of its rights as governing body for motor sport in the UK or any consequence thereof, then that party shall not be in breach of this Agreement, and the other party shall have its obligations suspended to the extent that this is just and equitable, in each case for so long as the force majeure event may continue. In the event that a force majeure event prevents a party from substantially performing its obligations under this Agreement for a continuous period of twelve (12) months, either party may terminate this Agreement on written notice, which, once given, shall be irrevocable.

13. ASSIGNMENT

13.1 The Promoter shall not assign, sub-contract, appoint an agent or otherwise seek to dispose of or pass on the benefits of this Agreement, which are personal to the Promoter.

14. THIRD PARTY RIGHTS

14.1 The parties hereby exclude the application of the Contracts (Rights of Third Parties) Act 1999 from this Agreement.

15. CONFIDENTIALITY

15.1 Save as provided in this Agreement, the parties shall:-

15.1.1 Keep confidential and not use for any purpose other than that authorised by this Agreement all information of a confidential nature supplied to it by the other party.

15.1.2 Not make any public statement about the negotiations relating to this Agreement or any of the terms thereof without the prior written consent of the other.

15.2 The provisions of clause 14 shall survive any termination of this Agreement.

16. DISPUTES

16.1 The parties will attempt promptly in good faith to resolve any dispute or claim arising out of or relating to this Agreement through negotiation.

16.2 If the matter is not resolved through negotiation, the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre for Dispute Resolution.

16.3 If the matter has not been resolved by an ADR procedure within thirty (30) days of the initiation of such procedure, or if either party will not participate in an ADR procedure, the dispute may be referred to litigation if either party chooses to pursue that course.

16.4 Unless concluded with a written legally binding agreement all negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.

17. NO PARTNERSHIP OR AGENCY

17.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other

person.

18. ENTIRE AGREEMENT, VARIATION & PARTIAL INVALIDITY

18.1 This Agreement contains the entire agreement of the parties with reference to the subject matter thereof and supersedes all prior arrangements and understanding whether written or oral with respect to the subject matter hereof and may not be varied except in writing signed by both parties hereto.

18.2 If any term or provision of this Agreement or part thereof is held to be unenforceable under any enactment or rule of law that term or provision or part thereof shall to that extent be deemed not to be part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

18.3 Each party agrees to act in good faith in all matters arising under this Agreement.

19. JURISDICTION

19.1 The terms of this Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to any matter arising in connection herewith.

20. LIMITATION OF LIABILITY

20.1 In no event shall either Party be liable for any other Party's loss of profits or anticipated profits or any indirect, special, incidental, consequential or punitive damages arising out of the performance or breach of any obligations under this Agreement.

20.2 To the fullest extent permitted by the law Motorsport UK (which for the purposes of this clause shall include its Directors members servants agents and any one or combination of them) will not be liable by reason of breach of contract, negligence or otherwise for any Loss or Damage whatsoever and howsoever arising from or in any manner connected with this Agreement and / or the operation of the Championship. Nothing in this clause 20.2 shall be deemed to limit Motorsport UK's liability for death or personal injury caused by negligence.

20.3 The Promoter shall and does hereby indemnify Motorsport UK in respect of any Loss or Damage whatsoever and howsoever arising from or in any manner connected with this Agreement and / or the operation of the Championship to the fullest extent permitted by law.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original but all counterparts shall together constitute the same instrument.

22. NOTICES

22.1 All notices and demands pursuant to this Agreement shall be served in writing and sent to the parties at their respective above-mentioned addresses or (in any case) to such other address as any party shall have notified to the others in writing. Any such notice may only be delivered by first class pre-paid letter and shall be deemed to have been served if by first class post forty eight (48) hours after posting on any of Monday to Friday except where any day shall be a bank holiday or such other day as the Bank of England shall not be open for ordinary business.

AS WITNESS the hands of the duly authorised representatives of each of the parties the day and year first before written

SIGNED BY

For and on behalf of The Royal Automobile Club Motors Sports Association Limited

SIGNED BY

For and on behalf of []

SCHEDULE ONE

**Invitation to Tender and Tender Submission of the Motorsport UK British []
Championship**

SCHEDULE TWO

Motorsport UK Criteria

SCHEDULE THREE

Motorsport UK Logo