

TENDER OPPORTUNITY

24th September 2021

LEAD CLUB AS LOCAL ORGANISER FOR THE MOTORSPORT UK BRITISH F4 Certified by FIA CHAMPIONSHIP

Introduction

Motorsport UK, the governing body of four-wheel motor sport throughout the United Kingdom, owner, promoter and sole authorising body of the above British Championship invites tenders from Motorsport UK Recognised Race Organising Clubs (Tenderer) for the right to act as local organiser for the **British F4 Certified by FIA Championship** from the 1st January 2022 for a period of **up to 3 years**.

The successful party will enter a contract to act as lead Club local organiser for the Championship and will collaborate with Motorsport UK on all elements pertaining to the organisation of the Championship.

It is already confirmed that the Championship will continue to be run on the BTCC calendar.

Interested parties are invited to submit proposals with Motorsport UK by the Closing Date of **12 noon on Wednesday 13th October 2021** to be sent to Cheryl Lynch; Cheryl.Lynch@motorsportuk.org

General Information

Interested parties are expected to provide the following information;

- Club name and address (inc Registered Office and Company number), key personnel and contact details, organisational history and structure
- Your Club's previous experience in motor racing championships promotion and organisation. Please note this is a premier British Championship and therefore preference will be given to those with such experience.

Motorsport UK requests interested parties to submit their;

- Named key officials who will support the Championship
- Confirmation that all officials will be licensed, as necessary, by Motorsport UK in accordance with the General Regulations
- Proposed Clerk of the Course and any Deputies. Please note that as a British Championship the Clerk of the Course must hold an International licence
- Confirmation that all required event organisation infrastructure will be provided to support that provided by Motorsport UK.
- Confirmation as to whether the Championship winners would be invited to the Clubs' annual awards evening.

Marketing & Promotion

Motorsport UK require an insight into:

- Any additional complementary media and promotion that the Club can support the Championship with to further enhance the positioning and prestige of the Championship both pre-launch and during the championship seasons
- Any owned media platforms on which it is proposed the Championship could appear (e.g. Digital, Radio, Print, Social Media) and the quality and quantity of such coverage
 - Note that the TV package is exclusive and agreed with TOCA for the broadcast of the Championship Events meeting content.
 - Note that elements of the media platforms will be subject to FIA rights.
- Identification of any media partners that might assist in supporting incremental event promotion
- Incorporation of brand visibility of 'Motorsport UK'
- Integration with community engagements
- Support in recruitment of motor sport officials and volunteers

Safety Related Proposals

An outline of all your safety related proposals, including but not limited to steps taken regarding:

- Safety plan and identification/management of risk
- Safety of individuals for example competitors, spectators, officials, marshals and other volunteers
- Details of those responsible for safety matters and their relevant experience
- 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
- The management of factors related to COVID-19 or other pandemic

Safeguarding

Please include:

- Your organisation's Child Safeguarding Policy and confirmation that it conforms to the Motorsport UK Child Safeguarding Policy;
- 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
- You shall identify the names, experience and qualifications of those individuals in your

organisation who will be involved in providing support to Motorsport UK for safeguarding, welfare and training under the Safeguarding Vulnerable Groups Act 2006 in the Championship as well as training and education of officials, volunteers, parents and teams concerning child safeguarding, anti-alcohol and anti-illicit drugs

Additional Documentation

The following additional documentation should be included;

- A copy of your Health & Safety at Work policy
- Copies of your current Public Liability (minimum £5m), Professional Indemnity (minimum £1m) and Employer's Liability where applicable (minimum £1m) insurance policies

Financial

Proposals should set out:

- A demonstration of the support to be provided to Motorsport UK in the organisation of the Championship and on-event infrastructure.
- Your proposed annual charge, if any, to Motorsport UK (this is exclusive of Championship Permit Fee and Organiser's Permit Fee and Event Insurance, both calculated based on the number of signed-on competitors (per-capita). Both are detailed in Appendix 1 of the Yearbook General Regulations)

Conditions of Tender

- Tenders must be received electronically in PDF document with contents page, section and page numbers for ease of referencing
- Submission must be no later than 12 noon on the Closing Date
- Failure to address each part of the Tender may make the submission ineligible

Conditions of Tender

1. Tenders must be clearly marked in the subject line with the Tender title in relation to which the tender is submitted
2. An acknowledgement confirming receipt of the Tender submission will be issued to the Tenderer
3. Tenders will be reviewed by Motorsport UK within 5 working days of the deadline
4. Tendering organisations may be asked to make a short presentation of its proposal, or any element thereof and to answer questions concerning the proposal and presentation
5. Motorsport UK may decide, in its sole discretion, that any tender submitted does not

satisfy the requirements of this process and reject that tender without consideration of its merits

6. Motorsport UK reserves the right to change any aspect of this tender at any time, to issue an amended tender document or to provide further information to interested parties in relation to the opportunity
7. 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 any discussions regarding the acceptance or rejection of any tender
8. 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
9. Successful tenders are selected which in Motorsport UK's sole opinion, best serves the interests of the Championship and the interests of motor sport in general
10. The selected Tenderer shall be informed of its selection as soon as possible, and invited to execute an Agreement
11. 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 the tender strictly confidential and shall enter into a Confidentiality Agreement with Motorsport UK if so requested

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 tender, 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 as follows:

- a. terminate the period of negotiation exclusivity granted to the successful Tenderer
 - b. alter its decision as to the selection of the successful Tenderer
 - c. issue a determination that no Tenderer will be selected for the Lead Club
 - d. hold a new tendering procedure
 - e. 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
12. Tenderers are fully responsible for all costs, expenses and liabilities incurred the preparation of the tender and any responses to requests for further information issued by Motorsport UK

13. Any collusion with any other potential Tenderer will invalidate your tender. By submitting a tender Tenderers 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
14. 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
15. The governing law applicable to this any tender received in relation thereto shall be English Law

The selection by Motorsport UK of a tender shall initiate a 14 day of exclusive negotiation between Motorsport UK and the Tenderer with a view to negotiating any amendments to the Agreement. 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 above