

**TENDER OPPORTUNITY:**

**8 July 2022**

**THE ENGLISH RALLY CHAMPIONSHIP**

**Introduction**

Motorsport UK, the governing body of four wheel motor sport throughout the United Kingdom, owner and sole authorising body of the above properties invites tenders from interested and qualified parties (Tenderer) for the right to promote and organise the **English Rally Championship** from the 1st January 2023 for a period of **up to 3 years**.

The successful party will enter a contract to organise and promote the series, leveraging the Championship's commercial rights.

Interested parties are invited to submit proposals to Motorsport UK by the Closing Date of

**12 noon on Friday 19 August**, to be sent to Iain Tullie (Rallies Executive);

[Iain.Tullie@MotorsportUK.org](mailto:Iain.Tullie@MotorsportUK.org)

## **General Information**

Interested parties are expected to provide the following information;

- Company name and address (inc Registered Office and Company number), key personnel and contact details, organisational history and structure
- Relevant experience in management of major motorsport championships and events
- An overview of the Championship's proposed vision, direction, marketing and promotional plans and business model

## **Sporting Criteria**

Motorsport UK requires interested parties to submit their proposed technical and sporting criteria including:

- Proposed Sporting and Technical Regulations
- Proposed vehicle eligibility and class structure
- Likely calendar/ location of Events across and limited to the UK
- Motorsport UK recognised lead organisational club (minimum 2 years recognition)
- Named key sporting and technical officials of the Championship
- Proposed enforcement policy regarding eligibility criteria
- Fuel and (if, appropriate, lubricant) supply and testing procedures (either nominated pump fuel or control fuel are acceptable)
- Confirmation that all competitors and senior officials will be licensed by Motorsport UK in accordance with the General Regulations
- Details of any Championship prizes
- Sustainability proposals

## **Marketing & Promotion**

Motorsport UK require an insight into the candidate's:

- Media and promotion strategy both pre-launch and during the Championship seasons
- 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
- Identification of media partners to amplify Event promotion
- Details of any proposed interaction with other Events

- Potential sponsorship partnerships/ commercial arrangements providing fee income or value in kind for the benefit of the Championship or the Tenderer and / or any prize offerings
- Partnership, promotion and support of the Motorsport UK “Race With Respect” principles
- Plans to incorporate brand visibility of ‘Motorsport UK’ logo and identity
- Plans to integrate 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 policies and procedures for both adult and child safeguarding, along with confirmation that they conform to the Motorsport UK Safeguarding Policies;
- Agreement that all persons identified as participating (in any role) in the Championship (or the tender), in a “Regulated Activity” as defined in the Safeguarding Vulnerable Groups Act 2006, shall submit themselves to a suitability check (either DBS, PVG or Access NI, depending on the location in which they work) for which the Tenderer will be responsible for the fee. Please see the Motorsport UK Safeguarding webpage for further details
- The names, experience and qualifications of those individuals in your organisation who will be responsible for safeguarding and welfare during the Championship
- Details of the training completed by key Event officials, volunteers and teams concerning child safeguarding, anti-doping, anti-alcohol and anti-illicit drugs

- Agreement that Motorsport UK (through their delivery partner) will have access to conduct anti-doping, anti-alcohol and anti-illicit drug testing activity at the championships at a time and date they choose.

### **Additional Documentation**

The following additional documentation should be included;

- A copy of your Health & Safety at Work policy
- An environmental policy for the Championship to include proposals on limiting tyre use and tyre disposal and fuels/lubricants
- A commitment and explanation to how you would work with Motorsport UK achieve targets set in our sustainability strategy, with special attention on the journey to net zero via emissions reductions
- An explicit understanding of the need to work with Motorsport UK to ensure that the sustainability requirements of important external stakeholders such as those that agree access are met. With an understanding that requirements can change year on year.
- Copies of your current Public Liability (minimum £5m), Professional Indemnity (minimum £1m) and Employer's Liability where applicable (minimum £1m) insurance policies
- Your annual economic impact assessment of the Championship

### **Financial**

Proposals should set out;

- A demonstration of sufficient funding to organise and promote the Championship
- Proposed annual Commercial Rights Fee for the Rights to the Championship (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

### **Tender Submission**

- 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 title of The Championship 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 **10** 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 offer 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 a Championship 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
12. 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 any 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 Championship
  - 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 for the Championship
13. 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
14. 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
15. 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
16. The governing law applicable to this any tender received in relation thereto shall be English Law
17. 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. 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