



INVITATION TO TENDER FOR PROMOTION AND ORGANISATION OF THE MSA BRITISH SPRINT CHAMPIONSHIP

The Motor Sports Association ('MSA') is the governing body of motor sport in the United Kingdom. The MSA authorise the Championships in all disciplines of regulated British motor sport and is the owner of the Intellectual Property Rights in the above Championship title.

The MSA invites tenders from interested parties (the "Tenderer") for the right to promote and organise the above Championship ("The Championship") from the 1st January 2014 for a period of 5 years under an agreement relating to the Championship Title Rights ("The Rights").

This document sets out the procedure in relation to this Invitation to Tender.

By submitting a tender the Tenderer accepts and agrees to be bound by each and every provision of this Invitation to Tender.

1. TENDER CONTENTS

a) Tenders MUST INCLUDE:

- The Tenderer's name and address including any Registered Office address and any Company registration number.
- The contact details of the person at the Tenderer responsible for the tender submitted, including e mail and telephone
- An outline of your organisation's history and its corporate organisational structure;
- Your organisation's previous experience in championship promotion and organisation;
- 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 a Championship includes young persons (under 18 years) the persons identified by you under this requirement agree to submit themselves to a Disclosure and Barring Service enhanced level check (formerly known as a CRB check) organised by MSA and for

which the Tenderer will be responsible for the fee (currently £44 each person).

- Your detailed proposals for ensuring the welfare of any competitor under the age of 18 years, to include how you will ensure compliance with the MSA Under 18 Policy (page 380 of the 2013 MSA Yearbook).
- The proposed Championship Regulations, which must at least include;
 - i) Sporting and Technical Regulations.
 - ii) The Championship format including but not limited to the following:-
 - The proposed calendar of events.
 - The location of the events and organising clubs. All events shall be within the UK.
 - The MSA recognised Club (The 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.
 - The sporting and technical officials of the Championship.
 - How the Championship will be promoted.
 - Sponsorship proposals for the Championship.
 - Your proposed fee for The Rights for the Championship you are submitting a tender for.
- A copy of your Health & Safety at Work policy together with details of how it is made available to all your staff;
- 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 tyre use/disposal and fuels/lubricants.
- A business plan for the Championship including a copy of your most recent audited accounts for the last 2 years of trading or for the period that is available where trading less than 2 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.
- Copies of your current Public Liability, Professional Indemnity and Employer's Liability insurance policies.
- Please note that the Championship must run each year under a Championship Permit issued by the MSA to The Lead Club and subject to payment of a Championship Permit Fee as detailed in Appendix 1 of the

MSA Competitors and Officials Yearbook (“Blue Book”). The Championship Permit fee is payable in addition to the fee for The Rights.

- In addition individual events, forming the Championship, must be issued an individual Organisers Permit by the MSA, at a minimum status of National A, which is subject to payment of an Organisers Permit Fee and Event Insurance Fee, both calculated based on the number of signed-on competitors (per-capita) as detailed in Appendix 1 of the Blue Book.
- All competitors and senior officials must be licensed by the MSA in accordance with the Blue Book.

b) MSA will appoint a Selection Panel comprising the Chief Executive and other senior MSA executives who will have responsibility for the tender process on behalf of the MSA.

c) The Selection Panel may ask any Tenderer to make a short presentation of its proposal to the Selection Panel and to answer questions concerning the proposal and presentation.

2. TERMS OF INVITATION TO TENDER

a) Tenderers are invited to submit a tender for The Rights as set out in the draft contract in Appendix 1 to this Invitation to Tender (the “Draft Contract”). In principle, further information will not be given, and no advance discussions or communications with any prospective Tenderer about the terms of the tender will be entered into. However, in exceptional circumstances in which a Tenderer believes that it cannot take a business decision on whether to submit a tender without some element of clarification it may apply to the MSA for such clarification.

b) Any request for clarification must be submitted in writing to Sheila Barter, Executive Office Services Manager, Motor Sports House, Riverside Park, Colnbrook, SL3 0HG no later than 10 days before the expiry of the period for the submission of tenders. Later requests will not be replied to.

c) Requests for clarification may only be submitted by identified prospective Tenderers. However, their request must be attached in a separate document which does not identify the questioner and which is ready for publication by MSA with any response.

d) The submission of a request for clarification does not entitle any prospective Tenderer to a clarification or response from the MSA. Whether to respond with a clarification (or at all) is entirely within the discretion of the MSA. If the MSA does decide to give a substantive response, it will publish (anonymously) the request and the MSA’s response. At that time the request and response become part of the Invitation to Tender and all Tenderers may take account of the answer given.

e) This facility is not intended to replace any negotiations that might occur after a Tenderer is selected and is reserved only for issues requiring substantive clarification.

3. PRE-SELECTION TENDER PROCEDURE

a) Tenders must be received as an original and with three copies in a closed and sealed envelope/package addressed to Sheila Barter, Executive Office Services Manager, Motor Sports House, Riverside Park, Colnbrook, SL3 0HG no later than 12 noon on Friday 13th September 2013 (“the Closing Date”).

b) 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.

c) A receipt will be issued to the Tenderer at its request and shall serve as an acknowledgement of receipt of the Tender.

d) Tenders received after 12noon on the Closing Date will not be considered for selection.

e) The MSA Selection Panel will convene to open the sealed envelopes/packages containing the tenders at 10.00am on the first working day after the Closing Date

4. SELECTION

a) The MSA has no obligation to accept any tender, nor to enter into any agreement with anyone who submits a tender. Further, the MSA is neither obliged to give reasons nor to enter into any discussions regarding the acceptance or refusal of any particular tender.

b) In the event the MSA decides in its sole discretion that any tender submitted does not satisfy the requirements of this Invitation to Tender it may reject that tender without consideration of its merits.

c) 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, the MSA may decide to seek any clarification of any tender submitted and may take any clarifications received into account in making any decision.

d) Subject to the above, the MSA shall select the tender which, in the MSA’s sole opinion, best serves the interests of the Championship and the interests of motor sport in general.

d) The selected Tenderer shall be informed of his selection as soon as possible, and invited to execute the Draft Contract.

e) 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.

5. POST-SELECTION PROCEDURE

a) Prior to execution of the Draft Contract, the selected Tenderer shall be bound to the terms of the tender it submits, which tender shall, for the purposes of this Invitation to Tender, incorporate any representations made by the Tenderer to the MSA in whatever form prior to the date on which the MSA makes its decision as to selection. In the event of any material deviation by the selected Tenderer from the terms of its tender, the MSA shall have the right, at its sole discretion, to take any one or more steps set out below in paragraph 5(f).

b) The selection by the MSA of a tender shall initiate a period of exclusive negotiation between the MSA and that Tenderer with a view to the conclusion of the Draft Contract. For the avoidance of doubt, however, the selection by the MSA of any tender does not impose any obligation on the MSA, save the obligation to initiate a period of exclusive negotiation with that Tenderer for such period as the MSA in its sole discretion considers reasonable. Selection does not oblige the MSA to enter into any agreement with the selected Tenderer.

c) There will be no negotiation of, or amendment to the Draft Contract, except at the initiation of the MSA.

d) The selected Tenderer will have a period of 10 days from the submission by the MSA to it of the Draft Contract in which to make detailed comments on its terms. If this period expires without the selected Tenderer either confirming its full acceptance of the Draft Contract or making any such comments on the Draft Contract, the MSA shall have the right, at its sole election, to take any one or more of the steps set out below in paragraph 5(f).

e) The MSA and the selected Tenderer shall have a period of 14 days from the submission by that Tenderer of its above detailed comments on the Draft Contract in which to execute the contract. If this period expires without a contract having been executed, the MSA shall have the right, at its sole election, to take any one or more of the steps set out below in paragraph 5(f).

f) On the occurrence of any of the events set out above, the MSA 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 negotiation of the Draft Contract with a Tenderer other than the successful Tenderer with a view to concluding with such other Tenderer a contract for the Championship.

6. MISCELLANEOUS

- a) In submitting a tender the Tenderer agrees that it waives all rights in the event that the MSA elects to take any one or more of the actions identified in paragraph 5(f).
- b) 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 the MSA; (iii) relation to negotiations with the MSA (iv) Disclosure and Barring Service checks.
- c) The MSA has taken steps to ensure that this invitation to tender is accurate in all material respects. However, neither the MSA, 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 Invitation to Tender, including the Draft Contract. Furthermore, the MSA shall not be liable for any loss or damage suffered by any Tenderer in reliance on this Invitation to Tender, including the Draft Contract, or any subsequent communication in relation thereto.
- d) The MSA reserves the right to change any aspect of this Invitation to Tender including the Draft Contract at any time, to issue an amended Invitation to Tender or to provide the Tenderer with clarification in relation to the Invitation to Tender. Any such change, amendment or clarification may be issued by the MSA in such form as the MSA in its sole discretion considers appropriate.
- e) Nothing in this Invitation to Tender or any communication made by the MSA or its representative or employees shall constitute a contract between the MSA and any Tenderer.
- f) 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 MSA to wholly disregard that Tender.

7. COLLUSION AND INDUCEMENTS

- a) 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.

b) Offering an inducement of any kind in relation to obtaining this or any other contract with MSA will disqualify your tender from being considered and may constitute a criminal offence.

8. GOVERNING LAW AND LANGUAGE

a) The governing law applicable to this Invitation to Tender, any tender received in relation thereto and the Draft Contract shall be English Law.

b) MSA 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 Invitation to Tender, any response or any bid received in relation thereto or the Draft Contract.

DATED

**1) THE ROYAL AUTOMOBILE CLUB
MOTOR SPORTS ASSOCIATION
LIMITED**

**AGREEMENT CONCERNING
THE MSA BRITISH SPRINT CHAMPIONSHIP
2014 TO 2018 (INCLUSIVE)**

THIS AGREEMENT

DATED

BETWEEN:

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

(“MSA”)

2) whose Registered Office is located at:

(“Promoter”)

WHEREAS

- (A) The Fédération Internationale de l'Automobile (“FIA”) is the sole international authority entitled to make and enforce rules and regulations for the encouragement and control of automobile competitions and has delegated its international karting sporting powers to the Commission Internationale de Karting (CIK) and has drawn up the “International Sporting Code” (the “Code”). The MSA is recognised by the FIA as the sole authority for the control of motor sports in the United Kingdom. The MSA has drawn up rules known as the “General Regulations” to govern the conduct of motor sport in the United Kingdom.
- (B) MSA wishes to license the Promoter to promote, organise and administer the Championship (as defined below), subject to the continuing responsibilities of MSA 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:-

“Championship” means the MSA British Sprint Championship (the “Championship”);

“Championship Regulations” means the Sporting and Technical Regulations for the Championship as published in final form, together with any official amendments.

Appendix 1

“Commercial Rights”	means all rights in connection with the organisation, promotion, management, administration and commercial exploitation of the Championship;
“Fee”	means the fee as defined and specified in clause 3 hereof;
“Lead Club”	means an MSA Recognised Club or Association, in either case recognised for at least two years.
“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) above together with any document issued by MSA of regularity value;
‘Tender Proposal’	means the Promoter’s Tender, any Clarification(s) issued in respect thereof and all correspondence between MSA and Promoter all of which are part of this Agreement and included as Schedule 1. .
“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, MSA 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 the prior agreement in writing by MSA. The Promoter shall ensure that none of the Championship regulations, or their interpretation from time to time, shall conflict with the Rules.
- 2.2** Nothing in this Agreement shall be taken to fetter the exercise or discretion of MSA 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 MSA on or before 1st March in each year of the Term £**** plus any VAT or any other taxes or duties payable thereon together with, in respect of each of the years 2015 to 2018 inclusive, an additional sum representing the increase (if any) in the Retail Price Index as published by HM Government over the 12 months ending with the immediately preceding December and the sums payable hereunder are herein referred to as the “Fee”.
- 3.2** In addition to the Fee, the Promoter shall also pay to MSA any “Championship Permit Fees” payable in accordance with the Rules.

Appendix 1

- 3.3** 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 2014 until 31st December 2018.

5. DUTIES AND RIGHTS OF THE PROMOTER

5.1 The Promoter agrees that it shall:-

- 5.1.1** Throughout the Term ensure that there shall be no deviation from or amendment to its proposals and/or commitments as referred to in the Tender Proposal without the prior written approval of MSA.
- 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.
- 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 MSA and further that it has no authority whatsoever express or implied to act as such or to act on behalf of or bind MSA in any way.
- 5.1.6** Include the MSA supplied MSA British Championship logo in respect of the MSA British Sprint Championship (the "MSA Logo") 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 and further ensure that the MSA Logo is prominently displayed again with such equal prominence throughout any awards ceremony at the Championship. However the MSA Logo shall not be used in any other context except with the prior written consent of MSA and further the Promoter shall ensure that the goodwill in the MSA Logo is protected and preserved for MSA at all times including after the Term. Further the Promoter both acknowledges and agrees that this entitlement to use the MSA 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. For the avoidance of doubt the Promoter shall ensure that the administration and promotion of the Championship shall be carried out by a dedicated "Championship Co-ordinator" of the Promoter or such other employee of the Promoter approved in advance by MSA.
- 5.1.8** Not be concerned or involved in any way with any project, business, sponsor or anything which in the opinion of MSA may conflict with the Championship and/or bring the Championship into disrepute.

Appendix 1

- 5.1.9** At its own expense ensure that MSA and its' nominated guests are afforded free access at all Rounds to all areas of the venue, including car parking.
- 5.1.10** Promote goodwill and constantly strive to both maintain and improve the integrity of the Championship.
- 5.1.11** Appoint a Lead Club to apply for and to hold the appropriate MSA permits in respect of the Championship.
- 5.1.12** Not bring the name of MSA or the MSA 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 MSA.
- 5.1.13** Maintain throughout the period of this Agreement and any renewal thereof:-
 - 5.1.13.1** Public liability insurance in the minimum amount of 5 million pounds Sterling for each event thereunder; and
 - 5.1.13.2** Professional Indemnity Insurance in the minimum amount of 1 million pounds Sterling for each event thereunderin each case to the satisfaction of MSA's insurance advisers for the time being and further the Promoter shall produce the original policies to MSA on demand for inspection.
- 5.1.14** 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 the MSA not later than 28 days before the first round of the Championship in each year of the Term.
- 5.1.15** After prior consultation with and the agreement (which shall not unreasonably be withheld) of MSA set competitor Championship registration fees.
- 5.1.16** Maintain at all times proper competitor registrations and make these available to MSA upon request.
- 5.1.17** Attend all qualifying Rounds of the Championship.
- 5.1.18** 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 MSA, and further provide MSA immediately with all bulletins and all such other information relating to the Championship. The information provided under this clause must include an analysis comparing championship registrations with actual competitors for each round, to include a conclusion as to how best to grow the Championship
- 5.1.19** Provide for the Championship a media service to achieve continuous promotion via all media outlets for the Championship. 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 within the existing website of the Promoter 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 GoMotorsport.net; (vi) provide MSA free of charge on request with high resolution, copyright-free photography; (vii) provide MSA free of charge on request with video footage which 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 to a standard commensurate with MSA British Championship status and acceptable to MSA.

Appendix 1

- 5.1.20** Maintain a dialogue with organising clubs, competitors, sponsors and MSA to monitor the Championship and to ensure that their respective needs are being met.
 - 5.1.21** Contract as necessary with providers of services to the Championship.
 - 5.1.22** Provide MSA with full details of all Championship awards and prizes.
 - 5.1.23** Ensure that all Rounds and venues are in keeping with the status of the Championship (including ensuring a proper mix of Home Countries venues).
 - 5.1.24** Use its' best endeavours to ensure so far as it is able that the Championship winner attends the MSA Night of Champions British Championship Awards ceremony
 - 5.1.25** At its' own expense as soon as possible after the Championship but on a date other than that when the MSA Night of Champions Awards Ceremony is being held arrange a Championship Awards Ceremony (the "Championship Awards") which shall be at a venue and entirely in keeping with the standards of the MSA and the status of the Championship. The promoter will invite the MSA Chief Executive and a minimum of three of his guests to the Championship Awards.
 - 5.1.26** Throughout the Term satisfy the MSA 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.
 - 5.1.27** Maintain the highest standards at all times of each and every aspect of the Championship in particular by ensuring that there are proper standards of behaviour both on and off the track.
 - 5.1.28** Support the MSA and its' initiatives at all times and work with it, in particular by promoting GoMotorsport. For example, every vehicle in the Championship must display prominently at least one GoMotorsport decal, and the Promoter shall work with the GoMotorsport Regional Development Officers on local promotions and in their liaison with schools.
 - 5.1.29** Immediately in response to the request of MSA take all necessary steps so as to ensure that any person associated through the Promoter with the Championship shall undertake an enhanced Disclosure and Barring Service (formerly the CRB)check.
 - 5.1.30** Immediately in response to the request of MSA take all steps as are necessary to ensure that any person associated through the Promoter with the Championship who is the subject of a Disclosure and Barring service disclosure which reveals matters of concern to MSA shall have no further association with the Championship.
 - 5.1.31** In accordance with MSA guidelines to report to MSA annually on the economic impact of at least two Rounds of the Championship on the local area where the Rounds are held.
- 5.2** Subject to clause 5.3 herein MSA 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 MSA as the case may be subject in all cases to obtaining the prior written approval of MSA (such approval not to be unreasonably withheld) in respect of the Championship, and so (by way of example) the name can be '123 MSA British Sprint Championship'. However, the name or MSA Logo shall not be used in any other context except with the prior written consent of MSA 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 MSA. Should MSA introduce a sponsor for the Championship to the Promoter, a

Appendix 1

commission of 15% of the gross sponsorship fees/value (excluding VAT) will be paid to MSA by the Promoter.

- 5.3** Both MSA and the Promoter are committed to the best possible promotion and development of motorsport in the United Kingdom and as part of this commitment the Promoter acknowledges and agrees that the MSA 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:

5.3.1 the MSA (either by itself or with or through any appointed agent) has the right to superimpose over before and above the Commercial Rights and/or any sponsorship of the Championship umbrella branding as described above; and

5.3.2 in the event that MSA exercises the right referred to in sub clause 5.3.1 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 British Motorsport (the umbrella branding)

The 123 MSA British Sprint Championship

- 5.3.3** 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 MSA.
- 5.4** 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 MSA before each Round an environmental assessment and policy document. The Promoter acknowledges that the MSA may require it to adopt environmental initiatives as the MSA specify from time to time.
- 5.5** Both MSA 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 MSA as the national governing body of the sport, the Promoter agrees that MSA has the right to impose 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 THE MSA

- 6.1** MSA shall invite the winner of the MSA British Sprint Championship and their guest to the MSA Night of Champions British Championship Awards Ceremony and present the winner with a perpetual trophy and souvenir trophy.
- 6.2** MSA shall provide a souvenir trophy to be presented to the MSA British Sprint Championship second and third placed competitors at the Championship Awards.

Appendix 1

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.
- 7.2** The Promoter via the Championship Co-ordinator noted in clause 5.1.6, will keep MSA fully informed in respect of any contract it proposes to enter into in relation to promotion or organisation of the Championship.
- 7.3** The Promoter shall ensure that in respect of any contract it enters into in respect of the Championship that:-
- 7.3.1** it has no liability beyond the Term; and
 - 7.3.2** there is granted to MSA at no expense to MSA a royalty free licence (for all purposes) in respect of all and any intellectual property rights concerned in any way with the said contract.
- 7.4** MSA may appoint at its absolute discretion a nominee (the "Nominee") who, save as provided below, shall have full access to all information and records concerning the affairs of the Promoter 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 MSA with MSA 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:-
- 7.4.1** concerning matters not relevant to the Championship, or
 - 7.4.2** directly concerning the contractual relationship between the Promoter and MSA if a conflict of interest would ensue.

8. INTELLECTUAL PROPERTY

- 8.1** The Promoter undertakes to maintain at all times proper records in respect of the Championship (the "Data") and to hand over to MSA all copies of the Data in whatever form exists.
- 8.2** The Promoter irrevocably appoints MSA to be its attorney or agent in its name and on its behalf to do all such acts and things and to sign all such deeds and documents as may be necessary in order to give MSA the full benefit of the provisions of this Agreement.
- 8.3** The Promoter warrants and represents to MSA that any copyright works or documents created by it arising from this Agreement will not infringe the intellectual property rights of any third party.
- 8.4** The Promoter undertakes to abide at all times by The Data Protection Act 1998 and all other relevant legislation and regulations in relation to the discharge by it of its obligations under this Agreement.

9. WAIVER

Appendix 1

9.1 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.

10 **TERMINATION**

10.1 Either MSA 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:-

10.1.1 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;

10.1.2 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.

10.1.3 Force Majeure as referred to specifically in clause 11.

10.2 MSA 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:-

10.2.1 If in MSA's sole opinion the Promoter commits an act detrimental to either or both of the Championship and MSA.

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

10.2.3 Breach by the Promoter of either or both of clauses 5.1.30 and 5.1.31.

10.3 The Promoter shall, on termination of this Agreement however caused, hand over to MSA all documents made or created by the Promoter in relation to the performance of its duties hereunder.

10.4 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 MSA, MSA 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 MSA against any liability arising in respect of the existing breaches of such contracts. MSA shall indemnify the Promoter against any liability arising in respect of breaches by MSA after the end of the Term of any contract so taken over by MSA.

10.5 MSA 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 MSA indemnified accordingly.

10.6 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 MSA and that the Promoter shall not have any right or interest in the Championship whatsoever.

11. FORCE MAJEURE

11.1 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 MSA 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.

12. ASSIGNMENT

12.1 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.

13 THIRD PARTY RIGHTS

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

14. CONFIDENTIALITY

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

14.1.1 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.

14.1.2 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.

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

15. DISPUTES

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

15.2 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.

15.3 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.

Appendix 1

15.4 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.

16. ENTIRE AGREEMENT & PARTIAL INVALIDITY

16.1 This Agreement (which for the avoidance of doubt includes any Schedule) 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.

16.2 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.

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

17. JURISDICTION

17.1 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.

18. LIMITATION OF LIABILITY AND INDEMNITY

18.1 Loss or Damage as referred to in this clause 18 shall be deemed to include but is not limited to loss, damage, costs, claims, demands, expenses, proceedings, loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, sums payable to any third party (in all cases whether direct or indirect) or any other direct or indirect loss, damage or liability (including legal costs and disbursements).

18.2 To the fullest extent permitted by law MSA (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 18.2 shall be deemed to exclude or limit MSA's liability for death or personal injury caused by its negligence.

18.3 The Promoter shall and does hereby indemnify the MSA 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.

19. COUNTERPARTS

19.1 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.

20. NOTICES

20.1 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 be delivered by first class pre-paid letter, e-mail or facsimile transmission and shall be deemed to have been served if by first class post 48 hours after posting and if by e-mail or facsimile transmission when dispatched.

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

SCHEDULE ONE

This schedule comprises the following documents:-

- 1. Invitation to Tender**
- 2. Promoter's Tender**
- 3. Any Clarification(s)**
- 4. Copy correspondence**

DRAFT