KARAT RACING

Agent and Referral Agreement

Version 1

Draft — not yet in force

For agents, driver managers, karting clubs and other partners who introduce customers to Karat in return for commission.

Parties: Karat Racing ("Karat"); and [name or company], of [address] ("the Agent").

1. Appointment

1. Karat appoints the Agent, on a non-exclusive basis, to introduce potential customers for Karat's test days, programmes, experiences and events [in territory: UK / specified region].
2. The Agent has no authority to make contracts, accept bookings, quote prices or make promises on Karat's behalf. All bookings are made between the customer and Karat.

2. Introductions

1. An introduction counts when the customer books using the Agent's referral link or code, or the Agent registers the lead with Karat in writing before the customer first contacts Karat, and the customer was not already a Karat customer or lead.
2. If two agents introduce the same customer, the first valid introduction counts.

3. Commission

1. Karat pays commission of [__%] of the price paid by an introduced customer (excluding VAT, track fees passed through at cost, damage charges and refunded amounts) for bookings made within [12] months of the introduction.
2. Commission becomes due only once the customer has paid in full and the booking has taken place. Commission on a booking later refunded is deducted from the next payment.
3. Karat sends a commission statement [monthly], and pays within [30] days of the Agent's valid invoice.

4. The Agent's obligations

1. Describe Karat's services accurately using Karat's current materials, and never make claims about safety, results, prices or availability that Karat has not confirmed.
2. Comply with marketing and data protection laws: only contact people who have agreed to hear from them, and share a lead's details with Karat only with that person's permission.
3. Not offer or accept any bribe or improper payment in connection with this agreement (Bribery Act 2010).
4. Use Karat's name and logo only as Karat approves.

5. Confidentiality

The Agent keeps Karat's prices, commission terms and customer information confidential, during and after this agreement.

6. Term and ending

Either party may end this agreement with [30] days' written notice, or immediately for a serious breach. Commission remains payable on qualifying bookings made before the end date and taking place afterwards.

7. General

The Agent is independent, not Karat's employee or partner. [Solicitor to check whether the Commercial Agents Regulations 1993 could apply; they generally cover agents who negotiate the sale of goods, not services.] Governed by the law of England and Wales.

Signed for Karat: _____ Date: _____ · Agent: _____ Date: _____