KARAT RACING

Freelance Services Agreement

Version 1

Draft — not yet in force

For self-employed mechanics, engineers, driver coaches, data engineers, photographers, videographers and hospitality staff. Accepted when they register in the Staff area, before they can be assigned to a day.

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

1. The engagement

1. Karat may offer the Contractor work on test days, events and related tasks ("Assignments") through the Karat platform. The Contractor is free to accept or decline any Assignment.
2. Each accepted Assignment, with its date, role, call time, location and fee, forms part of this agreement.
3. Karat does not promise any minimum amount of work, and the Contractor may work for others, except as set out in clause 7.

2. Status

1. The Contractor is self-employed, not an employee or worker of Karat, and is responsible for their own tax and National Insurance.
2. The Contractor decides how to carry out the Services, within Karat's safety rules, the run plan and circuit regulations.
3. Where the Contractor operates through a limited company, the parties will check the off-payroll (IR35) position before the first Assignment. [Solicitor or accountant to confirm.]

3. The Contractor's obligations

1. Carry out each Assignment with reasonable skill and care, arrive by the call time, and follow safety briefings and instructions from Karat's lead and circuit officials.
2. Hold and keep valid the qualifications and documents required for the role and uploaded in the Staff area (for example right to work in the UK, coaching credentials, and an [appropriate DBS check] for work with under-18s).
3. Report any incident, damage, near miss or safeguarding concern straight away through the platform or to Karat's lead.
4. Not be under the influence of alcohol or drugs while working.
5. Give as much notice as possible if unable to attend an accepted Assignment, and in any case at least [48] hours except in an emergency.

4. Fees and expenses

1. Karat pays the fee shown for each accepted Assignment.
2. Pre-agreed expenses (for example mileage at [rate] or accommodation) are reimbursed against receipts.
3. The Contractor invoices after each Assignment (or monthly), and Karat pays within [14] days of a valid invoice. VAT is added if the Contractor is VAT registered.
4. If Karat cancels an accepted Assignment with less than [48] hours' notice, it pays [50%] of the fee.

5. Equipment and insurance

1. The Contractor provides their own tools and personal protective equipment unless Karat agrees otherwise.
2. The Contractor holds public liability insurance of at least £[2,000,000] [and professional indemnity for coaching or engineering advice, if Karat requires it], and shows proof on request.

6. Work product and media

1. Reports, notes, setups, data, photos and videos created for Karat during an Assignment belong to Karat, and the Contractor assigns all intellectual property in them to Karat.

2. The Contractor may show a small selection of photos or videos in their own portfolio only with Karat's written permission and the drivers' media consent.

7. Confidentiality, data and non-solicitation

1. The Contractor will see driver personal data, sometimes including health information and details of under-18s. They use it only for the Assignment, keep it secure and confidential, do not copy or share it, and report any data breach to Karat within [24] hours.
2. The Contractor keeps Karat's prices, customers and business information confidential, during and after this agreement.
3. For [12] months after their last Assignment, the Contractor will not offer driver coaching, testing or experience services directly to Karat customers they met through Karat, unless Karat agrees in writing.

8. Safeguarding

The Contractor follows Karat's safeguarding policy. They never arrange to be alone with an under-18 driver off-site, and never contact under-18 drivers privately; all contact goes through the parent or guardian, or Karat.

9. Liability

Nothing limits liability for death or personal injury caused by negligence, for fraud, or for anything that cannot be limited by law. Otherwise each party's liability is limited to [the fees paid in the previous 12 months], excluding loss of profit and indirect loss.

10. Ending

Either party may end this agreement at any time by written notice. Accepted Assignments are honoured or cancelled under clause 4.4. Karat may end it immediately for serious misconduct, a safety or safeguarding breach, or expired required documents. Clauses 6, 7 and 9 survive.

11. General

Governed by the law of England and Wales; the courts of England and Wales have jurisdiction.

Signed for Karat: _____ Date: _____ · Contractor: _____ Date: _____