KARAT RACING

Team Partner Agreement

Version 1

Draft — not yet in force

For partner race teams that supply cars, crew and running support for Karat test days and events. Accepted by the team when it registers in the Team portal, or signed for larger deals.

Parties: Karat Racing, company no. [number], registered office [address] ("Karat"); and [Team legal name], company no. [number], registered office [address] ("the Team").

1. What this covers

1. The Team supplies the cars listed in its Team portal ("Cars"), with the crew and support described for each booking ("Services"), for test days, events and programmes that Karat sells to its customers.
2. Each booking is confirmed through the Karat platform. A confirmed booking, together with this agreement, forms the contract for that day.
3. Karat contracts with the customer. The Team does not sell to, invoice or take payment from Karat's customers for Karat bookings.

2. The Team's obligations

1. Supply each Car in safe, race-ready condition that meets the rules of the series, the circuit and Motorsport UK, with valid documentation (logbook or passport where applicable).
2. Provide competent, suitably qualified crew, and follow the run plan, safety briefings and instructions of Karat and circuit officials.
3. Keep the Car's availability, seat specifications and details in the Team portal accurate, and tell Karat promptly of any change that affects a booking.
4. Report any incident, damage or near miss on the day through the platform or to Karat's lead on site.
5. Not offer Karat's customers its own services directly, or invite them to book with the Team instead of Karat, during this agreement and for [12] months after (non-solicitation).

3. Karat's obligations

1. Provide accurate booking details (dates, circuit, driver details needed for safety and seat fit) in good time.
2. Arrange the circuit booking and the driver's onboarding, declarations and payment, unless agreed otherwise for a booking.
3. Pay the Team as set out below.

4. Fees and payment

1. Karat pays the Car day rate shown for the Car in the Team portal at the time of booking, plus any agreed extras.
2. The Team invoices Karat after each day (or monthly), and Karat pays within [30] days of a valid invoice. VAT is added where applicable.
3. Tyres, fuel and consumables are charged only if agreed for the booking.

5. Cancellations

1. If Karat cancels a confirmed booking, Karat pays: [0%] with [30]+ days' notice; [25%] with [14–29] days; [50%] with [7–13] days; [100%] with under [7] days.
2. If the Team cannot supply a Car for a confirmed booking, it must tell Karat immediately, use reasonable efforts to supply an equivalent Car, and reimburse Karat's direct costs (for example refunds and non-recoverable track fees) if it cannot, up to [the day rate for that booking / £amount].
3. Weather or circuit closure: neither party pays the other for a day the circuit or organiser cancels; both work to reschedule.

6. Damage and insurance

1. The Team keeps in force, and shows Karat on request: [motorsport car insurance or self-insurance arrangement for its Cars] and public liability insurance of at least £[5,000,000].
2. Damage caused by a Karat customer's driving is handled under Karat's Damage and Excess Policy: Karat collects the driver's excess and passes it to the Team. Repair costs above the excess are covered by [the Team's insurance / agreed between the parties case by case].
3. Damage caused by mechanical failure, preparation or the Team's crew is the Team's responsibility.

7. Data protection and confidentiality

1. The Team will receive driver personal data (names, contact details, measurements, and sometimes health or under-18 information) only to deliver the Services. For this the Team acts on Karat's instructions as a processor under UK GDPR.
2. The Team will: use the data only for the booking; keep it secure; let only crew who need it see it; not share it; delete it when the booking is complete unless the law requires otherwise; and tell Karat within [24] hours of any data breach.
3. Telemetry, video and data from Karat days belong to Karat and its customers. The Team may use anonymised data for car setup only.
4. Each party keeps the other's prices, customer lists and business information confidential.

8. Safeguarding

Where drivers are under 18, the Team follows Karat's safeguarding policy, and crew who work closely with young drivers hold [an appropriate DBS check].

9. Liability

1. Nothing in this agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.
2. Otherwise, each party's total liability under this agreement in any 12 months is limited to [the fees paid or payable in that period / £amount], and neither party is liable for loss of profit or indirect loss.

10. Term and ending

1. This agreement starts on acceptance and continues until either party gives [30] days' written notice.
2. Either party may end it immediately if the other seriously breaches it and does not fix the breach within [14] days, or becomes insolvent.
3. Confirmed bookings before the end date go ahead unless both agree otherwise. Clauses 2.5, 7, 9 and 11 survive the end.

11. General

The Team is an independent business, not Karat's employee or agent. Changes must be agreed in writing. This agreement is governed by the law of England and Wales, and the courts of England and Wales have jurisdiction.

Signed for Karat: _____ Date: _____ · for the Team: _____ Date: _____