

Freetown Sports Cycle2Work Supply Agreement 2009

This document, from this point forward known as the "Supply Agreement", is designed to lay out the terms and conditions of the Freetown Sports Cycle2Work Programme. Please read it's contents carefully, as it will govern the way business is conducted between your company (known from this point as "The Company") and Freetown Sports.

The full name of Freetown Sports is _____

Address _____

Freetown Sports will supply bicycles and safety equipment to The Company in order for the company to hire those goods to their employees.

The Company will hire these goods to their employees in accordance with their employee benefits system and via a salary sacrifice scheme.

When an employee requests a bicycle via the Cycle2Work programme, The Company will supply him or her with a Cycle2Work Pre-Contact Agreement Form and a Cycle2Work Hire Agreement Form that will be completed in full by both the employee and the company .

The company will then complete a Cycle2Work Purchase Order, including:

1. The employee's full name
2. The employee's full postal address
3. The product value

Upon receipt of a completed Cycle2Work Purchase Order, Freetown Sports shall send a voucher for a requested amount directly to the employee's home.

The employee is responsible for collecting the bicycle and safety accessories from Freetown Sports. He or she may do this by:

1. Taking the voucher to a Freetown Sports store
2. Contacting the Freetown Sports mail order sales team on 01482 589066

The employee will be required to provide proof of a address and signature. The voucher cannot be transferred to another person, or exchanged for cash.

If that particular store does not have the chosen bicycle and accessories in stock, Freetown Sports will either:

1. Refer the employee to the Freetown Sports mail order sales team on 01482 589066
2. Arrange for the bicycle and accessories to be brought into stock within a reasonable period of time
3. Supply a similar bicycle and accessories to the same value

If the employee wishes to take a bicycle and accessories to a greater value than that stated on the voucher, he or she may do that. The difference in cost must be paid by the employee at the point of sale. This amount will not be covered by the salary sacrifice scheme. The bicycle and accessories will still remain the property of The Company.

The employee may take a bicycle and accessories of a lower value than the voucher amount. In this case, Freetown Sports will not be expected to return any difference in price to either The Company or the employee.

Freetown Sports will invoice The Company. The Company will make full payment within 28 days of receipt of the invoice.

Freetown Sports will set a credit limit for The Company at Freetown Sports' discretion. If that limit is exceeded, The Company will make payment on outstanding invoices before any further vouchers are issued.

If payment is not made in accordance with the above statements, Freetown Sports may :

1. Suspend the issue of vouchers to The Company
2. Suspend delivery of the bicycles and accessories

Freetown Sports will ensure that supplied bicycles and accessories meet all relevant UK and EU standards, and that they are fit for the normal intended use.

Freetown Sports promises to offer the same service levels to The Company and the employee as it would to other customers. Notwithstanding that the product is being purchased by The Company and not the employee, Freetown Sports will offer a free service on all bicycles purchased via Cycle2Work within six weeks of the bicycle's collection.

Quotations are given on the assumption that no variation in the price will be made by the manufacturer/sole importer and that government levies remain unaltered. In the event of such changes, orders placed before the variation will remain the same price and no further increases will be passed to the company.

Advice given by agents or servants of Freetown Sports during telephone/Internet orders is based entirely upon information given. Where advice is given after visual inspection by agents or servants of Freetown Sports, such advice shall amount to an opinion only and Freetown Sports shall not accept liability for any inaccuracies. Additionally, goods supplied are supplied only to correspond to the purpose for which goods of that kind are commonly supplied and not alternative uses to which they may be put. No liability for failure can be accepted by Freetown Sports for such alternative use, amendment or modification.

Compatibility of goods is not guaranteed where modifications or alterations have been made.

Where goods supplied to the company are alleged to be defective The Company agrees to return such goods to Freetown Sports for inspection and report (without Freetown Sports replacing the said goods prior to such inspection). The Company further confirms that it shall be reasonable for Freetown Sports to inspect, repair or replace (as its option) such defective goods and allow manufacturers to undertake inspections so as to allow production methods to be modified. The Company also accepts that it is reasonable to inform Freetown Sports of any interruption, defect or other failure prior to contacting independent third parties or incurring expense and, in addition, to allow Freetown Sports to remedy the defect, failure or interruption. Parts modified or adapted by The Company or the employee shall no longer be warranted by the manufacturer nor shall Freetown Sports be liable for any failures resulting subsequent to modification

Where modifications or alterations and poor maintenance to goods have been made, Freetown Sports shall accept no liability for death or personal injury unless caused directly by its own negligence.

Freetown Sports accepts no liability in respect of failure to supply or other interruptions caused by matters beyond the reasonable control of Freetown Sports, including strikes, lockouts, civil disputes, acts of God, war or actions by third parties.

Notwithstanding any other provisions of this Agreement, nothing in this Agreement shall confer, nor is it intended to confer, a benefit on any third party (for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose).

Title to the product shall not pass to The Company until Freetown Sports has received payment in full completing the contract. In the event that sums owing in respect of other items ordered within contract remain due, apportionment by Freetown Sports shall take place without prejudice to the right to retain title in respect of all good ordered.

All times given for despatch or delivery are approximate and time shall not be of the essence. The Company agrees to accept to allow 30 days in any written notice making time of the essence and further agrees to accept full liability in respect of delayed or late delivery or dispatch. In any event, delivery times are approximate and variable. When delivery is effected to The Company directly or to an independent delivery contractor as agent for The Company, risk shall pass to The Company immediately.

The Company is required to notify Freetown Sports, in writing, of any shortage, miss delivery or other discrepancy immediately, or at the latest within five days of such failure, thereafter The Company shall be liable for any such discrepancy. Where delivery is effected to The Company's own delivery contractor, loss of damage in transit claims should be made directly to the carrier. Freetown Sports will assist the company in making their claim. The Company should retain all packaging in the event of a claim or return within the terms of this agreement.

We are committed to protecting the company's and the employee's privacy. We will only use the information that we collect about you lawfully in accordance with the Data Protection Act 1998. We will collect any information given at the time of the ordering process only to enable us to input and process your order.

This agreement shall be interpreted in accordance with English Law and industry custom and practice, and English courts shall have sole jurisdiction in respect of any dispute arising there from. In respect of Internet sales, jurisdiction of the agreement shall be with English Law and it shall be deemed that any agreement is made in _____, irrespective of any rule of contract dictating otherwise.