

Island Bikes' Cycle2Work Application Form and Supply Agreement

Please complete this form in CAPITALS

Company Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
City/County:	
Postcode:	
VAT No:	
Company Reg. No:	
Number of Staff:	

Authorisation

I have read and signed the Cycle2Work Supply Agreement on page three (tick):

☐

Signed:	
Name:	
Position:	
Tel No:	
Email Address:	

Is this person the Scheme Administrator? Yes: ☐ No: ☐ (Please Fill Out The Details Below)

Scheme Administrator:	
Name:	
Email Address:	
Tel No:	

Send this form **by post** to:

Island Bikes
 41 Horsebridge Hill
 Parkhurst
 Isle of Wight
 PO30 5TJ

Alternatively you can **scan and email** your Purchase Order to: islandbikes@newseas.co.uk
 Or fax it to 01983 521608

If you have any queries regarding your application please call the Cycle2Work Helpdesk on: **01983 827100 or 07887801407**

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General

This Agreement (as amended from time to time and together with any applicable Cycle2Work Purchase Order) defines the terms and conditions of the Island Bikes' Cycle2Work Programme it will govern the way that business is conducted in relation to the Cycle2Work Scheme

between _____ of _____ (known from this point forward as "The Company") and Newseas Trading Ltd, Company No.2784079, whose registered office is at Syrena, 20 Princes Esplanade, Gurnard, Isle of Wight PO31 8LE (Trading as **Island Bikes**)

The Cycle2Work Scheme (the "Cycle2Work Scheme") is a scheme operated by Island Bikes in connection with the Department For Transport Cycle to Work Scheme to assist The Company in leasing bicycles and related accessories ("Bicycle & Equipment") to employees of The Company (each "an employee").

Advice given by agents or servants of Island Bikes during telephone/Internet orders from employees is based entirely upon information given. Where advice is given after visual inspection by agents or servants of Island Bikes, such advice shall amount to an opinion only and Island Bikes shall not accept liability for any inaccuracies.

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 purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose).

Island Bikes 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, Island Bikes will offer a free service on each bicycle purchased via the Cycle2Work Scheme within six weeks of the bicycle's collection or delivery.

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.

Ride2Work Scheme Operation

Upon receipt of a completed Cycle2Work Purchase Order from The Company, Island Bikes shall send a voucher (a "Cycle2Work" voucher) for the requested amount directly to the employee stated in the Cycle2Work Purchase Order at the employee's address specified on the Cycle2Work Purchase Order. By submitting a Cycle2Work Purchase Order The Company confirms that they have in place the required contracts between themselves and their employees.

The employee is responsible for (i) collecting the Bicycle and Equipment from the Island Bikes store by taking the Cycle2Work voucher to the Island Bikes store or (ii) arranging delivery of the Bicycle and Equipment to the employee's home address or to the Company's address by Island Bikes by contacting the Island Bikes mail order sales team on 01983 827100 to arrange delivery.

The employee will be required to provide proof of address and signature. The Cycle2Work voucher cannot be transferred to another person, or exchanged for cash.

The employee must redeem the full value of the Ride2Work voucher; part redemption or credit against the value of the Cycle2Work voucher is not permitted.

Accounting

Island Bikes will perform a credit check on The Company. Depending on the result of this check The Company may be offered a credit facility or a pro-forma account. Settlement terms for credit accounts are strictly 28 days after delivery of an invoice.

Failure to adhere to Island Bikes' credit terms may result in suspension of issue of Ride2Work vouchers to The Company.

Ride2Work vouchers will not be issued for orders exceeding The Company's available credit.

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 price quoted.

Liability

Island Bikes will ensure that supplied bicycles and accessories meet all relevant UK and EU standards, and that they are fit for their intended use. Island Bikes will not be held liable for the failure of goods or personal loss suffered as a result of the following:

where the goods have been used improperly; modified or in any way altered from the manufacturers specification (unless by a qualified member of Island Bikes); where the goods have not been used in accordance with the instruction and advice provided in product documentation or where regular inspection and maintenance requirements have not been met. Parts modified or adapted shall no longer be warranted by the manufacturer nor shall Island Bikes be liable for death or personal injury to the extent resulting from any such modification. Maintenance should only be performed by an authorised person. Where modifications or alterations and poor maintenance to goods have been made, Island Bikes shall accept no liability unless caused directly by its own negligence. Nothing in this Agreement is intended to exclude liability which may not be excluded by applicable law.

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Where goods supplied to The Company are alleged to be defective, The Company agrees to return such goods to Island Bikes for inspection and report (without Island Bikes replacing the said goods prior to such inspection). The Company further confirms that it shall be reasonable for Island Bikes to inspect, repair or replace (at its option) such defective goods and allow manufacturers to undertake inspections so as to allow production methods to be modified. Island Bikes accepts no liability in respect of failure to supply or other interruptions caused by matters beyond the reasonable control of Island Bikes, including strikes, lockouts, civil disputes, acts of God, war or actions by third parties.

Delivery

All times given for despatch or delivery are approximate and Island Bikes shall not be held liable for any loss incurred as a result of delayed delivery. The Company is required to notify Island Bikes, in writing, of any shortage, mis-delivery or other discrepancy within five days of The Company becoming aware of such failure.

Termination

This Agreement may be terminated by either party on giving to the other not less than 30 days' prior written notice. Any termination will not affect any accrued rights and obligations arising prior to termination.

Amendments and Notices

This Agreement may only be amended in writing and signed by both parties. All notices shall be in writing and unless, notified otherwise by a party, shall be sent by mail to the address set out on the first page of this Agreement.

Governing Law and Jurisdiction

This Agreement shall be interpreted in accordance with English Law and English courts shall have exclusive jurisdiction in respect of any dispute arising there from. In respect only of Internet sales, this Agreement shall be deemed to be made in the Isle of Wight, irrespective of any rule of contract dictating otherwise.

For and on behalf of Island Bikes

Name: _____

Signature: _____

Date: _____

For and on behalf of The Company:

Name: _____

Signature: _____

Date: _____