

20 September 2010

name
address
address
address
post code

Dear

Agreement for the loan of a Firearm from UK Athletics Limited to for the Loan Term.

This letter and its annex (together this agreement) set out the terms upon which we, UK Athletics Limited (in our capacity as a Registered Firearms Dealer), have agreed to loan to you (in your capacity as a Starting Official) a Firearm during the Loan Term for the sole purpose of starting races at Athletics Meetings.

The definitions of terms used in this agreement are set out in Annex 1.

1. Title

You accept that throughout the Loan Term, title to and ownership of the Firearm shall remain with us at all times.

2. Consideration

In consideration of your use of the Firearm at Athletics Meetings and complying with your obligations under this agreement, we shall make the Firearm available to you for the Loan Term, for the purpose set out in paragraph 4.1 below.

3. Our obligations

3.1 We shall be responsible for complying with any relevant instructions contained in the Firearm Certificate you supply to us. We shall also comply with any and all legal obligations that arise by virtue of our position as a Registered Firearms Dealer.

3.2 We shall transfer the Firearm to you by hand, thereby ensuring that you receive it in person.

4. Your obligations

4.1 You agree to use the Firearm for the sole purpose of starting races at Athletics Meetings.

4.2 Prior to acquiring the Firearm, you shall obtain a valid Firearm Certificate to prove that you are entitled to possess the Firearm under this loan agreement and you shall provide us with a certified copy as soon as is practicable.

4.3 You agree to comply with your legal obligations under the Firearms Certificate (including, without limitation, any obligations to securely store the Firearm and take reasonable precautions for its safe custody.) as well as under the Act or any other applicable legislation or regulations

4.4 You agree to abide by any guidance issued by us on the safe handling of Firearms or related matters.

4.5 You are responsible for the maintenance and repair of the Firearm throughout the Loan Term, and you agree to undertake any and all necessary works to keep the Firearm in reasonable working order.

5. Termination

5.1 We reserve the right to terminate this agreement with immediate effect where we have reasonable cause to believe that:

5.1.1 you have not applied for or been granted a Firearm Certificate or you have had your Firearm Certificate withdrawn; or

5.1.2 your safety or that of any member of the general public is in question.

5.2 We may, in such circumstances, repossess the Firearm forthwith and you shall cooperate fully with us to ensure the Firearm is returned to our possession.

6. Jurisdiction

This letter shall be governed by English law and you submit to the exclusive jurisdiction of the English courts.

Any communication regarding the terms of this agreement should be addressed to:

David Brown CBE, Welfare Officer UKA, Athletics Welfare, PO Box 332, Sale, Manchester M33 6XL.

Please countersign this letter as an indication of your agreement to its terms.

.....

Signed by David Brown CBE for and on behalf of UK Athletics Limited

.....

Signed by _____ in his capacity as a Starting Official

ANNEX 1
Definitions

In this agreement, save where the context may otherwise require, the following words and expressions shall bear the meanings set opposite them:

“The Act”	the Firearms Act 1968 including any statutory amendment, modification or re-enactment for the time being in force and including any statutory instrument or regulation made under it;
"Athletics Meetings"	athletics meetings road races and cross country events held within the United Kingdom under the rules of UK Athletics Limited or the International Association of Athletics Federations;
"Firearm"	<i>details</i>
"Firearms Certificate"	a certificate granted by a chief of police under the Act in respect of any firearm to which the Act applies;
"Loan Term"	from 20** to 20** and each five years thereafter.
"Registered Firearms Dealer"	a person registered under the Act who, by way of trade or business, manufactures, sells, transfers, repairs, tests or proves firearms to which the Act applies;
"Starting Official”	an official licensed by UKA to start races at Athletics Meetings.