

**Hire Agreement regulated by the Consumer Credit Act 1974**  
(Employer to retain this section, do not send to The Electric Transport Shop)

**Company name:**

**Employee name:**

**Key Financial Information**

Description of Goods:  
Bicycle and related safety accessories

Amount of each monthly hire payment:  
[            ] (Please insert amount - refer to order form)

Number of monthly hire payments:  
12

Timing of monthly hire payments:  
The first monthly hire payment will be due on your first monthly salary payment date after the date of the Hire Agreement, and on the same date in each month thereafter.

Termination Fee:  
If you cease employment with The Employer, this Hire Agreement will be terminated. You will be required to pay a termination fee of an amount not exceeding the outstanding monthly hire payments and calculated as set out in the Employee Terms and Conditions on the Hire Agreement. The termination fee will be collected by The Employer from your outstanding salary payments. If your outstanding liabilities exceed your outstanding salary payments, The Employer will require settlement of your outstanding liabilities within 30 days of your employment ceasing.

Hire Period:  
12 months from the date of this Hire Agreement. The Hire Period is fixed and cannot be changed, subject to the provisions of "Absence" in the Employee's Terms and Conditions on this Hire Agreement.

**Key Information**

If you default on your obligations under this Hire Agreement (e.g., by failing to make any payments on the due dates) we may recover from you our reasonable legal, administrative and other costs and expenses incurred in enforcing our rights under this Hire Agreement. This Hire Agreement cannot be cancelled.

**Missing Payments**

Missing payments could have severe consequences and may make obtaining credit more difficult.

**IMPORTANT – PLEASE READ CAREFULLY**

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the owner cannot enforce this agreement against you without getting a court order. If you would like to know more about your rights under the Act, contact either your local Trading Standards Department, or the Citizens' Advice Bureau.

**This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.**

**Signature of hirer:**

**Date:**

Under this agreement the goods DO NOT become your property and you MUST NOT sell them.

**Office Use Only**

**I hereby confirm that I am authorised to complete and sign this declaration on the employer's behalf.**

**Signature of Authorised Person:**

**Name:**

**Title:**

**For and on behalf of (Employer's name):**

**Date:**

**Contact number:**

**Important – Please Read**

This Hire Agreement asks for the information needed to begin this arrangement, and also contains the Employee's Terms and Conditions. You should read all of this form carefully before deciding whether to enter into the Hire Agreement. If you are unsure of any aspect of the Hire Agreement, it is strongly recommended that you seek independent advice.

If you wish to enter into the Hire Agreement then please complete it in full, sign where indicated and return to your employer.

### Data Protection

The information that you provide about yourself is used solely for the purposes of administering this scheme. For further details, please read the "Data Protection" section in the Employee's Terms and Conditions.

Order Form	
<b>Company name:</b>	<b>Employee name:</b>
<b>Company Address:</b>	<b>Home address:</b>
<b>Postcode:</b>	<b>Postcode:</b>
<b>Employee NI number:</b>	<b>Daytime phone:</b>
	<b>Evening phone:</b>
<b>Employee payroll number:</b>	<b>Email address:</b>

Total Value	
<b>Combined bicycle and accessories amount:</b>	

Breakdown for salary sacrifice	
<b>Bicycle and accessories amount:</b>	
<b>Less VAT (divide by 1.15):</b>	
<b>TOTAL:</b>	
<b>Monthly salary sacrifice (divide total by 12):</b>	

### Salary Sacrifice

This Hire Agreement varies your Terms and Conditions of Employment. By committing to this Hire Agreement, you are accepting a new remuneration package, which includes a combination of cash and benefits, to enable you to take advantage of changes to PAYE regulations covering bicycles supplied by your employer. No deposit payment is required.

Your employer has committed to a 12-month scheme for bicycles and accessories. The bicycle and associated safety accessories can be provided for your use as part of your new remuneration package. Subject to the Terms and Conditions included here, you are free to use the bicycle and accessories for a fixed period of 12 months. When you have completed and submitted the attached order form and Hire Agreement, it will be validated by your employer, and the electric bicycle and accessories will be purchased from The Electric Transport Shop. You should then contact The Electric Transport Shop to arrange collection or delivery. Your new remuneration package will take effect thereafter.

This is a non-cancellable 12-month fixed-term Hire Agreement and you do not have the right to terminate this Hire Agreement, except in the specific circumstances described in the Employee's Terms and Conditions.

The Hire Agreement must be signed by the employee on the premises of the employer. It will then be countersigned by the employer's authorised representative to execute the Hire Agreement.

## **Employee's Terms and Conditions**

(Employee to retain this section)

This agreement regulates your participation in the Cycle To Work programme, which has been implemented by The Electric Transport Shop for your employer. Under the terms of the agreement, you will be provided with a bicycle and related safety accessories for commuting and for your own private use.

This Hire Agreement governs the terms of the arrangement and your salary sacrifice. You have agreed to enter into a salary sacrifice agreement for 12 months. You will be provided with a bicycle and related safety accessories of your choice to use for commuting and your own private use for a period of 12 months. The amount by which your gross salary is reduced will be determined by the value you select for your Cycle To Work voucher.

By entering into this agreement you accept that the monthly hire payments will be deducted from your gross monthly salary. In return, you will receive an electric bicycle and accessories of your choice. This salary reduction will continue for 12 months.

By entering into this agreement you are confirming that the bicycle is for your own personal use and will be used mainly for commuting purposes.

The bicycle and accessories will be supplied by The Electric Transport Shop. The goods remain the property of your employer and you may not sell it or transfer ownership during the span of the Hire Agreement.

When this Hire Agreement has ended, the bicycle and accessories may be disposed of for a nominal sum. This Hire Agreement does not regulate the terms of this disposal.

### **Absence**

By entering into this agreement, you agree that your salary sacrifice will apply to any pay received during absence from work. If, however, your monthly salary falls below the amount of your monthly hire payments, the salary sacrifice will be suspended until such time as your salary rises above that level.

### **Leaving**

If you leave the company or retire within the 12 months of this Hire Agreement, the bike becomes a taxable benefit. The balance remaining on the price of your bike will be deducted from your final net salary in the form of a termination fee. If you cannot pay this amount out of your final salary, your employer can demand payment of any outstanding amount within 30 days.

### **Responsibility**

During the 12-month term of the Hire Agreement, the bicycle and accessories remain your responsibility. If the bicycle is lost or damaged by any means within that time frame, you will be required to continue your salary sacrifice until the Hire Agreement period has ended. The Electric Transport Shop therefore strongly recommend that you ensure your bicycle and accessories are adequately insured. Suitable insurance can be obtained at the following website: [www.cycleguard.co.uk/ebs](http://www.cycleguard.co.uk/ebs)

Your well-being and safety whilst using the bicycle and accessories are not the responsibility of your employer, and you should take adequate steps to ensure your own safety at all times. Your employer cannot be held responsible for any accidents incurred whilst using the bicycle and accessories.

If your employer believes that the bicycle is not being used for commuting purposes, they have the right to declare that it is a taxable benefit.

The warranties offered by the bicycle and accessories manufacturers are not affected.

### **Data Protection**

By entering this Hire Agreement, you authorise both your employer and The Electric Transport Shop to use the personal data supplied by you in order to confirm you are a genuine employee, and to verify your identity upon collection of the bicycle under the Cycle To Work programme.

### **Limitation**

Under no circumstances shall your employer or The Electric Transport Shop be liable for any indirect, punitive, incidental, special or consequential damages (including without limitation damages for loss of use, lost data, economic loss, or other loss) arising out of a breach of this Hire Agreement or any other action or failure to act, even if your employer or The Electric Transport Shop have been advised of the possibilities of such damages.

Your employer and The Electric Transport Shop will not be held liable for failure to supply, failure to deliver on an agreed time or day, or late delivery. Nothing in the Hire Agreement shall limit the liability of your employer or The Electric Transport Shop for death or personal injury resulting from their negligence and/or breach of such implied terms as might exist in law relating to title, satisfactory quality or fitness for purpose.

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. If you default on your obligations under this agreement, you must pay your employer any reasonable legal, administrative and any other costs or expenses that your employer incurs in enforcing their rights under this Hire Agreement.