

**Hire Agreement Regulated by the Consumer Credit Act 1974**  
(Employer to retain this section, do not send to Velorution)

<b>Company name:</b>	<b>Employee name:</b>
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**Key Financial Information**

*Description of Goods, including the bicycle and all related accessories:*

*Monthly hire payment:*

*Number of months of hire payments:*

*Timing for monthly hire payments:*

The first hire payment will be due on the first monthly salary payment date that is after the date of the finalizing of the Hire Agreement. It will then be paid on the same date of the month in each month.

*Termination Fee:*

This hire agreement will be terminated if you cease employment with The Employer. You will be required to pay a termination fee of an amount that does not exceed the outstanding monthly hire payments and which has been 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 you to settle your outstanding liabilities within 30 days of the end of your employment.

*Hire Period:*

{                    } (please insert number of months) from the date of this Hire Agreement. This 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**

This Hire Agreement cannot be cancelled. Therefore, we may recover from you what we believe to be our reasonable legal, administrative, and other costs and expenses incurred in enforcing our rights under this Hire Agreement, in the case that you default on your obligations under this Hire Agreement (for example: by failing to make any payments on the dates they are due).

**Missing Payments**

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

**IMPORTANT – PLEASE READ CAREFULLY**

The Consumer Credit Act of 1974 covers this agreement. It lays down some requirements for your protection which should have been complied with when this agreement was made. If these were not complied with, 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 of 1974. Sign it only if you wish to be legally bound by its terms.**

<b>Signature of hirer:</b>	<b>Date:</b>
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Under this agreement the goods DO NOT become your property and you MUST NOT sell them.

<b><u>Office Use Only</u></b> <b>I hereby confirm that I am authorised to complete and sign this declaration on the employer’s behalf.</b>	
<b>Signature of Authorised Person:</b>	
<b>Name:</b>	<b>Title:</b>
<b>For and on behalf of (Employer’s name):</b>	
<b>Date:</b>	<b>Contact number:</b>

This Hire Agreement asks for information that is necessary 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. We strongly recommend that you seek independent advice if you are unsure of any aspect of the Hire Agreement.

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

### **Salary Sacrifice**

This Hire Agreement varies your Terms and Conditions of Employment. By committing to this Hire Agreement, you are accepting to be bound by a different remuneration package, which includes a combination of cash and benefits, to enable you to take advantage of changes to PAYE regulations that cover bicycles supplied by your employer. There is no requirement to make a deposit payment.

Your employer has agreed to a monthly scheme of { } (insert number of months) months for bicycles and accessories. The bicycle and associated safety accessories will be provided for your use as part of this 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 { } (please enter agreed to number) months. When you have completed and submitted the attached order form and Hire Agreement, it will be validated by your employer. Thereafter, your new remuneration package will take effect.

This is a non-cancellable monthly fixed-term Hire Agreement of { } (insert agreed to number) months, 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.

This Hire Agreement must be signed by the employee on the premises of the employer. It will then be countersigned by the representative of the employer who is authorised to execute the Hire Agreement.

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

This agreement regulates your participation in the Velocommute programme, which has been implemented by Velorution for your employer. Under the terms of the agreement, you will be provided with a bicycle and related safety accessories for commuting to and from work, as well as 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 { } (insert agreed to number) months. You will be provided with a bicycle and related safety accessories of your choice to use for commuting and for your own private use for a period of { } (insert agreed to number) months. The amount by which your gross salary is reduced will be determined by the value of the hire package.

By entering into this agreement you accept that the monthly hire payments will be deducted from your gross monthly salary. This salary reduction will continue for { } (please insert agreed to number) 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 goods remain the property of your employer and you may not sell them or transfer ownership during the span of this Hire Agreement.

When this Hire Agreement has ended, the bicycle and accessories may be disposed of for a nominal sum, as decided by your employer. 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, including during absence from work. However, if your monthly salary falls below the amount of your monthly hire payments, due to an absence for whatever reason, 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 time 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 may demand payment of any outstanding amount within 30 days.

### **Responsibility**

During the monthly term of the Hire Agreement, the bicycle and accessories remain your responsibility. If the bicycle is lost or damaged by any means within this time frame, you will be required to continue your salary sacrifice until the Hire Agreement period has ended, even if the bicycle is no longer in your possession. Velorution therefore strongly suggests that you insure your bicycle and accessories. You may purchase a replacement, but be aware that any replacement bicycles or accessories are not covered by the terms of this agreement.

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 it as a taxable benefit.

The warranties offered by the bicycle and accessories manufacturers are not affected by this Hire Agreement. You are responsible for reading and understanding the manufacturers' warranties relating to any products you use via the Velocommute programme.

### **Data Protection**

By entering into this Hire Agreement, you authorise both your employer and Velorution to use the personal data supplied by you in order to confirm you are a genuine employee

of a member of the Velocommute programme, and to administer the Velocommute programme. These details will be used confidentially and kept safe at all times.

**Limitation**

Under no circumstances shall your employer or Velorution be held 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 Velorution have been advised of the possibilities of such damages.

Your employer and Velorution will not be held liable for failure to supply, failure to deliver on an agreed time or day, or for late delivery of anything ordered through this Hire Agreement. Nothing in the Hire Agreement shall limit the liability of your employer or Velorution 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 to any dispute arising from there. 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.