

Terms and Conditions...

Pre-Contract Information – Hire Agreement Regulated by the Consumer Credit Act 1974

Cancellation

This Hire Agreement cannot be cancelled after the initial 14 day cooling off period.

Default Charges

If you default on your obligations under this Hire Agreement (e.g. you fail 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.

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.

Missing Payments

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

IMPORTANT: 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, we 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 your nearest Citizens' Advice Bureau.

Salary Exchange and Variation of Contract

This Salary Exchange / Hire Agreement constitutes a notice of a variation to your Terms and Conditions of Employment for a Fixed Period of Hire in accordance with the provisions of Section 4 of the Employment Rights Act 1996. By signing 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.

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 either 12 or 18 months* (*please refer to your employer or Gemelli for the term offered). When you have signed and submitted the Hire Agreement, it will be validated by your Employer, and the hire period will begin.

This is a non-cancellable 12 or 18 month* (*please refer to your employer or Gemelli for the term offered) 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 and countersigned by the Employer's authorised representative to execute the Hire Agreement.

The Employer will then purchase the selected bicycle and accessories and amend the employees' remuneration package accordingly. The Employee acknowledges that entering into the Salary Exchange Agreement could affect other benefits such as, but not limited to, Statutory Sick Pay, Statutory Maternity Pay and Working Tax Credits. The Employee agrees that it is their responsibility to determine and understand the effect of this Agreement.

Continued overleaf...

Terms and Conditions...continued

General

This Agreement regulates your participation in the Cycle to Work Scheme which has been implemented by Gemelli for your Employer. Under the terms of this 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 exchange.

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 the bicycle and accessories for the amount specified. This salary reduction will continue for the period of this agreement.

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 period of the Hire Agreement. When this Hire Agreement has ended, the bicycle and accessories may be disposed of at fair market value as established at that time. This Hire Agreement does not regulate the terms of this disposal.

Absence and National Minimum Wage

By entering into this Agreement, you agree that your salary exchange will apply to any pay received during absence from work. If, however your monthly salary falls below the national minimum wage, the salary exchange will be suspended until such time as your salary rises about that level.

Termination of Employment

If you leave the company or retire, within the period of this Hire Agreement, this Agreement will terminate and the goods supplied under this Agreement will become a taxable benefit. The balance remaining on the price of the goods 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 the outstanding amount within 30 days.

Responsibilities

During the term of this Hire Agreement, the bicycle and accessories remain your responsibility. If the bicycle is lost or damaged by any means within that time period, you will be required to continue your salary exchange until the Hire Agreement period has ended. Your Employer therefore strongly recommends that you insure the bicycle and accessories.

If your Employer believes that the bicycle is not being used for commuting purposes they have the right to withdraw the tax benefits permitted under the Scheme.

Manufacturers' warranties are not affected and you are responsible for reading and understanding the manufacturers' warranties relating to any products you use via the Cycle to Work Scheme.

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 you own safety at all times. Your Employer cannot be held responsible for any accidents incurred whilst using the bicycle and accessories.

Disclosure and Data Protection

The Employee authorises the Employer to disclose certain personal data and information to Gemelli as may be reasonably necessary in order to provide you with this benefit in accordance with this Agreement. Furthermore you authorise Gemelli to use such data for that purpose and to contact you directly to clarify any details relating to this benefit.

Limitation of Liability

Under no circumstances shall your Employer or Gemelli be liable for indirect, incidental or consequential loss or damage whatsoever arising out of a breach of this Hire Agreement or any other action or failure to act and will not be held liable for failure to supply, failure to deliver on an agreed time or day or late delivery.

Nothing in the Agreement shall limit the liability of your Employer or Gemelli 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.

Governing Law

The laws of England shall govern this Agreement.