

Hire Agreement regulated by the Consumer Credit Act 1974

This Agreement is between the Employer and Employee for the Provision of a Bike and Cycle Accessories

Employer Name	Employee Name
Address	Home Address
Postcode	Postcode
Employee NI Number	Telephone
Employee Payroll Number	Email

KEY FINANCIAL INFORMATION

Goods	Product description
Bike	
Lights	
Panniers/luggage carriers	
Locks/chains	
Reflective/protective clothing	
Pumps/minor repair kits	
Mirrors/mudguards	
Bells/horns	
Helmet	

Fixed Hire Period (number of weeks/months*) (maximum 18 months)

Weekly/monthly* Hire Charge (to be paid by employee through salary sacrifice)

* Delete as appropriate

KEY INFORMATION

This Hire Agreement cannot be cancelled.

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.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

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.

MISSING PAYMENTS

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

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 of Signature:

Under this agreement the goods do not become your property and you must not sell them.

Signed on behalf of Employer

Signature:

Name:

Position:

Date of Signature:

This Hire Agreement asks for the information needed to begin this arrangement, and also contains clauses which may affect your employment Terms and Conditions. You should read and fully understand this agreement before deciding whether to enter into the Hire Agreement. If you are unsure of any aspect of the Hire Agreement you should seek independent advice.

TERMS AND CONDITIONS

The Agreement

This agreement regulates your participation in the Cycle to Work Scheme under which you will be provided with a bike and related safety accessories for commuting and for your own private use. This Hire Agreement sets out the terms of the arrangement and your salary sacrifice.

Terms and conditions in this agreement may differ to your existing terms and conditions of employment. By signing this agreement you agree that where there are differences between the terms and conditions in this agreement and your employment, the terms and conditions in this agreement will rank ahead of your employment terms and conditions.

You have agreed to enter into a salary sacrifice agreement for the Hire Period. In return you will be provided with a bike and related safety accessories of your choice to use for commuting and your own private use for that period which you have chosen from Richardsons Cycles. The value of your chosen bike and accessories and the length of the hire agreement will determine the amount by which your gross salary is reduced.

By entering into this agreement you are confirming that you will use the bike and accessories supplied mainly for commuting to and from work. You also agree that you are responsible for insuring the bike and accessories.

Richardsons Cycles will supply the bike and accessories. These goods remain the property of your employer and as such may not be sold by you.

The Hire Period for this agreement is set out on the first page of the agreement. At the end of the Hire Period the employer may dispose of the bicycle and accessories. This Hire Agreement does not regulate the terms of this disposal.

Under this agreement the bike and accessories provided remain the property of the employer and DO NOT become the property of the employee.

Supply of bike and associated cycle accessories

Your employer has committed to supply you with a bike and associated cycle accessories under the cycle to work scheme for the Hire Period. The bicycle and associated cycle accessories will be provided to the employee for their use as part of their new remuneration package. In return the employee has committed to a salary sacrifice for the period until this agreement is fulfilled or terminated.

Salary Sacrifice

A salary sacrifice happens when an employee gives up the right to receive part of their cash pay due under their contract of employment. A salary sacrifice is not a deduction from salary or a change of salary, it is where the employee agrees to accept a lower amount of salary in return for a non cash benefit – in this case the supply by the employer of a bike and associated cycle accessories.

The salary sacrifice will continue until the agreement is fulfilled or terminated.

Accordingly the effect of this Hire Agreement is to vary 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. The benefit under this agreement is the supply by your employer of a bike and associated accessories you have chosen to be provided to you as part of your remuneration package. Subject to the Terms and Conditions included here, you are free to use the bike and accessories during the Hire Period.

Absence and National Minimum Wage

By entering into this agreement, you agree that your salary sacrifice will apply to any pay received during absence from work. However, if after the salary sacrifice your salary falls below the national minimum wage, the salary sacrifice will be suspended until such time as your salary rises above that level.

Termination

If you cease your employers employment before the end of this Hire Agreement, this agreement will terminate and the goods supplied under this agreement will become a taxable benefit. You must also pay the remaining hire charges. By signing this agreement, you agree that the remaining hire charges will be deducted from your final net salary payment. If your final net salary payment is insufficient to meet the remaining hire charges then you must pay your employer the outstanding balance within 14 days.

Right of Hirer to Terminate the Hire Agreement

This is a non-cancellable fixed-term Hire Agreement and you do not have the right to terminate this Hire Agreement

Your Responsibilities

You agree that during the term of the Agreement:

1. That the bike and accessories will be your responsibility;
2. To notify your employer as soon as the bike is not being used for commuting purposes. The provision of the bike and accessories will then become a taxable benefit;
3. To adequately insure your bike and accessories adequately;
4. To comply with the manufacturers guidance when using the goods supplied under this agreement;

At the end of the agreement you will return the bike and accessories to your employer in good condition (fair wear and tear only excepted).

Disclosure and Data Protection

You authorise your employer to disclose such personal data and information to Richardsons Cycles as may be reasonably necessary in order to supply you with your bike and cycle accessories. Further more you authorise Richardsons Cycles to use such data for that purpose and to contact you directly to clarify details relating to the goods ordered.

Limitation of Liability

Nothing in this agreement shall operate to exclude or limit a liability for death or personal injury caused by negligence.

Your employer or Richardsons Cycles will not be liable for indirect 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.

If we are found liable to you our liability will not exceed £1,000 except for liability for death or personal injury resulting from our own negligence.

Law

This agreement is governed by English Law.

Whilst we consider the Terms in this Agreement are reasonable in normal circumstances, if any one or more of these Terms shall be judged to be void as going beyond what is reasonable but would be valid if some part of these Terms were deleted or amended, such Term shall apply with such modification as required to make it valid.

AGREEMENT OF TERMS

If the employee wishes to enter into this Hire Agreement, this agreement must be completed and signed where indicated. This agreement must be signed by the employee at the business premises of the employer.

If the Hire Agreement is accepted by the employer, the agreement must also be signed by the employer.

The employer will then purchase the selected bike and accessories and amend the employees remuneration package accordingly.