

**Pre Contract Information  
Hire Agreement regulated by the Consumer Credit Act 1974**

**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.

|   |           |  |  |  |  |  |  |   |  |  |
|---|-----------|--|--|--|--|--|--|---|--|--|
| <b>Company Name:</b>  |           |  |  |  |  |  |  |   |  |  |
| <b>Employee Name:</b>   |           |  |  |  |  |  |  |   |  |  |
| <b>Employee Payroll Number:</b>   |           |  |  |  |  |  |  |   |  |  |
| <b>Amount of each Monthly Hire Payment*:</b><br><small>(*For this figure please refer to "Calculating Your Monthly Hire Payment")</small> | £         |  |  |  |  |  |  | . |  |  |
| <b>Number of Monthly Hire Payments:</b>   | <b>12</b> |  |  |  |  |  |  |   |  |  |

**Description of Goods:**

Bicycle and related safety accessories.

**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.

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**You must declare your Home Address for ID purposes. If you wish the voucher to be dispatched to a different address please write this in the boxes to the right of the table below**

|                            |  |  |  |  |  |  |  |  |  |  |                          |  |  |  |  |  |  |  |  |  |
|----------------------------|--|--|--|--|--|--|--|--|--|--|--------------------------|--|--|--|--|--|--|--|--|--|
| <b>Home Address Line 1</b> |  |  |  |  |  |  |  |  |  |  | Dispatch Address Line 1: |  |  |  |  |  |  |  |  |  |
| <b>Home Address Line 2</b> |  |  |  |  |  |  |  |  |  |  | Dispatch Address Line 2: |  |  |  |  |  |  |  |  |  |
| <b>Home Address Line 3</b> |  |  |  |  |  |  |  |  |  |  | Dispatch Address Line 3: |  |  |  |  |  |  |  |  |  |
| <b>Postcode</b>            |  |  |  |  |  |  |  |  |  |  |                          |  |  |  |  |  |  |  |  |  |
| <b>Email Address</b>       |  |  |  |  |  |  |  |  |  |  |                          |  |  |  |  |  |  |  |  |  |

**Hire Agreement regulated by the Consumer Credit Act 1974**

**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.

|  |           |  |  |   |  |  |
|--|-----------|--|--|---|--|--|
| <b>Company Name:</b>   |           |  |  |   |  |  |
| <b>Employee Name:</b>  |           |  |  |   |  |  |
| <b>Employee Payroll Number:</b>  |           |  |  |   |  |  |
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Under this agreement the goods DO NOT become your property and you MUST NOT sell them.

**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.

|   |  |       |  |
|---|--|-------|--|
| <b>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.</b> |  |       |  |
| Signature of Hirer:   |  | Date: |  |
| <b>AUTHORISATION: I hereby confirm that I am authorised to complete and sign this declaration on the Employer's behalf</b>            |  |       |  |
| Signature of authorised person:   |  | Date: |  |
| For and on behalf of (Employer's Name):   |  |       |  |

## Employee's Terms and Conditions

### 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.

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 Hire Agreement, it will be validated by your employer, and the 12 month hire period will begin. A request for a voucher will be sent to Evans Cycles. Evans Cycles will issue you with a voucher for the requested amount.

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 and countersigned by the employer's authorised representative to execute the Hire Agreement.

### General

This agreement regulates your participation in the Ride2Work Scheme, which has been implemented by Evans Cycles 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.

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 a Ride2Work Voucher for the amount specified. 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 Evans Cycles. The goods remain the property of your employer and you may not sell them or transfer ownership during the span of the Hire Agreement.

Your Ride2Work voucher enables you to collect a bicycle and accessories from any Evans Cycles store, or from the Evans Cycles Mail Order Department. The voucher cannot be transferred to another person or used for any other purpose. You may take a bicycle and accessories to a greater value than that stated on the voucher. The difference in cost must be paid at the point of sale. This amount will not be covered by the salary sacrifice scheme and the bicycle and accessories remain the property of your employer. You must redeem the full value of the Ride2Work Voucher; part redemption or credit against the value of the voucher is not permitted.

The tax regulations that govern this scheme stipulate that in order to qualify for the tax savings offered, a bicycle fit for the purposes of commuting must be included in the items collected. Your voucher may not be redeemed for accessories alone.

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

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. Evans Cycles therefore strongly recommend that you insure the bicycle and accessories. You may purchase a replacement however; any replacement bicycles or accessories are not covered by the terms of this agreement. 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 Ride2Work programme.

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.

### Data Protection

By entering into this Hire Agreement, you authorise both your employer and Evans Cycles to use the personal data supplied by you in order to confirm you are a genuine employee of a member of the Ride2Work programme, and to administer the Ride2Work programme. These details will be used confidentially and kept safe at all times.

### Limitation

Under no circumstances shall your employer or Evans Cycles 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 Evans Cycles have been advised of the possibilities of such damages.

Your employer and Evans Cycles 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 Evans Cycles 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.

## Calculating Your Monthly Hire Payment

### How much do I need to apply for?

Before you apply for your Ride2Work voucher **you only need to decide on the value** of the Bicycle & Accessories you wish to take out.

You **DO NOT** need to:

- Specify the actual products you wish take on the scheme.
- Get a quote, or;
- Reserve the products in-store

To help you decide on how much to apply for you can:

- Visit one of our stores (see [www.evanscycles.com](http://www.evanscycles.com) for locations). Any salesperson will be happy to assist you in choosing your equipment.
- Visit our website to see the full range of our stock.
- Call our Sales Team 01293 574 900 to discuss your needs.

### How do I calculate my Monthly Hire Payment?

You will need a calculator to work out your repayments; these will be checked by your payroll department so follow the guide below carefully to avoid having to re-fill the form.

**Follow the steps below to calculate your monthly salary sacrifice:**

|   |                                 |  |  |  |  |  |  |
|---|---------------------------------|--|--|--|--|--|--|
| Fill In this box with your <b>Total Voucher Amount</b>  | <b>Voucher Amount</b>           |  |  |  |  |  |  |
|   | £                               |  |  |  |  |  |  |
| Next, <b>divide this figure by 1.175</b> to get the ex-VAT amount.  | <b>Ex-VAT Amount</b>            |  |  |  |  |  |  |
|   | £                               |  |  |  |  |  |  |
| <b>Divide this figure by 12</b> to get your monthly salary sacrifice. <b>You must put this figure on the first two pages of the hire agreement where indicated.</b> | <b>Monthly Salary Sacrifice</b> |  |  |  |  |  |  |
|   | £                               |  |  |  |  |  |  |

Please Note: Your monthly salary sacrifice is the amount which will be deducted from your Gross (untaxed) salary; further savings will be made through National Insurance and Income Tax reductions.

### What happens next?

- You must return this form in full to your HR Department / Scheme Administrator.
- They will then order your Ride2Work voucher from Evans Cycles – this will be sent to the dispatch address you have specified on Page 1.
- When you have received your voucher you may use it to collect your Bicycle and Accessories from an Evans Cycles store or by mail order on 01293 547 900.