



Thank you for registering for
The University of Exeter
Cycle to Work Scheme

ELECTRONICALLY SIGN MY CONTRACT

Please ensure you have a valid email address before applying as this will be necessary for the application to be successful

You must complete the online steps. Please read through the hire agreement below and if you agree with the terms, you should click on page 3 and follow the instructions for signature requirements.

Once application is completed, a copy will be automatically sent to: payandbenefits@exeter.ac.uk

Deductions will commence from your next available salary after your application has been approved.

PLEASE NOTE THAT ALL LETTERS OF COLLECTION WILL BE DESPATCHED APPROXIMATELY 2 WEEKS AFTER YOUR APPLICATION HAS BEEN APPROVED.

YOU WILL RECEIVE YOUR LETTER OF COLLECTION BY EMAIL.

If you have any queries please do not hesitate to contact us on 01908 303498

In Only Process
Independent Stores

PRE-CONTRACT INFORMATION
Hire Agreement regulated by the Consumer Credit Act 1974

Company Name (Employer and Owner): University of Exeter
Company Address: Box 1, Finance, Northcote House, EX4 4QJ
Full Name (Employee and Hirer): Mr Demo Demo
Home Address: Avalon House, Breckland, Linford Wood, Milton Keynes, MK14 6LD

KEY FINANCIAL INFORMATION

Description of Goods: Bicycle and cycling safety equipment
Amount of each Monthly Hire Payment: £83.33
Number of Monthly Hire Payments: 12 months
Termination Fee: On termination of this Hire Agreement upon your ceasing employment with your employer, you will have to pay a termination fee of an amount not exceeding the outstanding Monthly Hire Payments and calculated as set out at 'Leaving Employment' in the Employee Terms & Conditions overleaf. Your employer will collect the termination fee from your outstanding net salary payments. If this is not possible or your outstanding liabilities exceed your outstanding salary payments, your employer will require settlement of your outstanding liabilities within 14 days of your employment ceasing.
Hire Period: The first Monthly Hire Payment will be due on your first monthly salary payment date after the date of this Hire Agreement, and on the same date in each month thereafter.

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 - see 'Miscellaneous' in the Employee Terms & Conditions overleaf.

This Hire Agreement is not cancellable after the 14 day cooling off period.

MISSING PAYMENTS

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

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, 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 your nearest Citizens' Advice Bureau.

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I acknowledge that I will lose the right to cancel 14 days after this hire agreement has been signed.

<p>This is a Hire Agreement regulated by the Consumer Credit Act 1974.</p> <p>Sign it only if you want to be legally bound by its terms.</p> <p>Signature of Hirer</p> <p>Under this agreement the goods do not become your property and you must not sell them.</p>
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FOR OFFICE USE ONLY
<p>I hereby confirm that I am authorised to complete and sign this declaration on its behalf.</p> <p>Signature of Authorised Person:</p> <p>Name:</p> <p>Title:</p> <p>For and on behalf of (Employer's name):</p> <p>Date of signature:</p> <p>Contact Tel:</p>

IMPORTANT NOTICE

The Hire Agreement Comprises:

1. This Front Sheet
2. The combined Order Form and Salary Sacrifice Agreement overleaf; and
3. The Employee Terms & Conditions

You should read all of the above documents carefully before deciding whether to enter into the Hire Agreement. If you are unsure of any aspect of this Hire Agreement then it is strongly recommended that you seek independent advice.

IF YOU WISH TO ENTER INTO THE HIRE AGREEMENT THEN PLEASE COMPLETE AND DIGITALLY SIGN AND SUBMIT THE ORDER FORM OVERLEAF AND THIS FRONT SHEET WHERE INDICATED.

DATA PROTECTION

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

Hire Agreement - Copy 1 - YOU SIGN IN FRONT OF YOUR LINE MANAGER (OR AUTHORISED PERSON) ON WORK PREMISES THEN RETAIN FOR YOUR RECORDS

Order Form**EMPLOYER**

Company Name: University of Exeter
 Company Address: Box 1, Finance, Northcote House, EX4 4QJ

EMPLOYEE

Full Name: Mr Demo Demo
 Home Address: Avalon House, Breckland, Linford Wood, Milton Keynes, MK14 6LD
 Daytime Telephone Number: 45454
 Evening Telephone Number:
 Payroll Number: 40
 National Insurance Number: BB858585W
 Email Address: caroline.webb@sodexo.com

Letter of Collection Value (Inclusive of VAT)	Monthly Gross Salary Sacrifice *	Approx Monthly Cost (Band A)**	Approx Total Cost (Band A) over 12 months	Approx Monthly Cost (Band B)***	Approx Total Cost (Band B) over 12 months	Approx Monthly Cost (Band C)****	Approx Total Cost (Band C) over 12 months
1,000.00	83.33	56.67	680.00	48.33	580.00	44.17	530.00

This table represents the value you require (minimum £100 maximum £1000 with increments of £5 available)

* Price includes all costs incurred by your employer in running the scheme. Costs included can be used as a guideline only, and are dependent on personal taxation.
 ** Assumes 20.00% Income Tax Rate and 12.00% Employee NIC Rate.
 *** Assumes 40.00% Income Tax Rate and 02.00% Employee NIC Rate.
 **** Assumes 45.00% Income Tax Rate and 02.00% Employee NIC Rate.

Salary Band A = Annual Gross Salary up to £32,000
Salary Band B = Annual Gross Salary above £32,000 and up to £150,000
Salary Band C = Annual Gross Salary above £150,000
 *These bands do not include the personal allowance of £11,000 for 2016/17

The Monthly Gross Salary Sacrifice = The reduction in your Gross pay (before Income Tax and NI)

The Approx Monthly Cost = The amount you effectively pay each month, as a result of saving Income Tax and NI on the Monthly Salary Sacrificed amount.

The Approx Total Cost = The total amount you pay over 12 months. By comparing this amount to the value you selected for your letter of collection, you will see how much you will be saving with the cycleplus scheme.

TOTAL MONTHLY SALARY SACRIFICE: £83.33 *

* Your salary sacrifice reduction will be relative to your pay frequency

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 an exemption within current tax legislation (see definitions at end of Terms & Conditions) covering bicycles provided by your employer. No deposit payment is required.

Your employer has committed to a 12-month scheme for goods and services (the 'Selection'), so that these goods and services can be provided for your use as part of your new remuneration package. Subject to separate terms and conditions relating to day-to-day use and care (see Terms & Conditions overleaf), you are free to use the Selection for a fixed period of 12-months. After that time, you may be invited to participate in another 12-month scheme, through which a new Selection will again be provided. Once the completed Order Form and Hire Agreement have been validated and formally executed, your Letter of Collection (LoC) will be issued to you and the scheme will then commence. Subject to payroll procedures your new remuneration package will take effect thereafter.

The complete Hire Agreement comprises the Front Sheet, this combined Order Form and Salary Sacrifice Agreement, and the Terms and Conditions for Employees (overleaf), taken together as a whole. No other information, whether verbal or in writing, either given or implied by any party whatsoever, forms part of this Hire Agreement. 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 as described in the Terms and Conditions for Employees that form part of this Agreement.

The Hire Agreement must be signed by the Employee (the Hirer) on the premises of the employer. It will then be countersigned by the Employer's authorised representative to execute the Hire Agreement.

Hire Agreement - Copy 1 - YOU SIGN IN FRONT OF YOUR LINE MANAGER (OR AUTHORISED PERSON) ON WORK PREMISES THEN RETAIN FOR YOUR RECORDS

Employee Terms & Conditions (Page 1 of 2)

Introduction

This agreement regulates your participation in the cycleplus Agreement ('cycleplus Agreement'), which has been implemented by p&mm Limited ('p&mm') for your Employer. The purpose of the cycleplus Agreement is to provide you with a bicycle for commuting and private use. cycleplus takes advantage of a tax and NI exemption that offers benefits to employees. This agreement, (hereafter referred to as 'the Hire Agreement') forms your salary sacrifice and hire agreement.

The cycleplus Agreement

By entering into this Hire Agreement you have agreed to enter into a salary sacrifice agreement for a minimum period of 12 months. Under the Hire Agreement, you will be provided with the use of a bicycle of your choice and (if you choose) safety equipment to meet your specific commuting and private needs (hereafter referred to as your 'Selection'). The Selection will be supplied to you for a minimum period of 12 months. The value you select as your letter of collection, determines the amount by which your gross salary is reduced.

By entering into this Hire Agreement you are confirming that:

- The Selection is for use by you; and
- The use of the bicycle contained in the Selection will be mainly for commuting purposes (as defined below)

The Selection will be provided by selected Independent Bike Dealerships ('IBD's'), as defined before the launch of your scheme. For a list of these, please call 01908 303538. Whilst participating in the Hire Agreement, the Selection remains the property of your Employer (or their relevant nominated agents) and you may not profit from, transfer, sell or otherwise dispose of the Selection. You may not obtain a Selection for any purpose other than your own commuting and private use.

On entering into this Hire Agreement you will be provided with a Letter of Collection ('LoC'). The LoC is the mechanism by which you can obtain the Selection from the Independent Bike Dealership. The LoC is not redeemable for any other purpose, and may not be redeemed by any other person with or without authority. The LoC will be issued for a specific fixed monetary value, the minimum being £100 and the maximum being £1000. By entering into the Hire Agreement, you are confirming your wish to participate in the Hire Agreement, and once the LoC is issued it cannot be returned nor its value altered. The LoC must be redeemed within four calendar months of its issue. p&mm and your Employer reserve the right to change the values of LoC on offer during the life of the Cycle-Plus Agreement.

Should the value of the bicycle and safety equipment chosen be less than the value of the LoC issued no reimbursement of the difference will take place. The value of the LoC is the total amount allowable for the selection of a Bicycle and Safety Accessories. You can not add to the value, for example to select a more expensive Bicycle, and neither can any refund be given if you do not spend the total amount of the LoC. These are statutory regulations that have been strictly interpreted by the Department for Transport in conjunction with HM Revenue and Customs.

The Selection will be disposed of at the end of the term of this Hire Agreement for fair market value. The circumstances and terms of the disposal of the Selection are neither governed nor influenced by this Hire Agreement in any way whatsoever. Any arrangements that may be made regarding disposal of the Selection will be the subject of a separate agreement.

Impact on your employment contract

By entering into the Hire Agreement you agree and accept that your current gross salary will reduce by the Monthly Gross Salary Sacrificed Amount, (indicated in the table in the Order form overleaf), and in return for consenting to this reduction you will receive a LoC to the value you have chosen.

By accepting the Hire Agreement you acknowledge that the salary reduction will remain in place for 12 months. At the end of this period your salary will revert to its original level, (subject to any adjustments that have occurred e.g. pay rises, promotions).

Leaving employment

The cycleplus agreement is a 12 month agreement. However if you leave employment you will no longer be able to benefit from the tax exemption under the cycleplus Agreement.

Therefore if your employment with your Employer ceases for any reason during the period, you will be required to pay a termination fee to your Employer. The termination fee will not exceed a value equal to the outstanding monthly salary sacrifice reductions. The termination fee will be collected by your Employer from any remaining net salary payments. Should this not be possible for any reason, or the outstanding liabilities exceed any remaining net salary payments, your Employer will require settlement of any outstanding liabilities within 14 days of your employment ceasing.

Delivery and collection of the selection

You may collect your Selection from one of the IBD's on presentation of the LoC and a suitable form of identification. Acceptable forms of identification are:

- Your ID card;
- Passport;
- Driving License.

Your Employer and the IBD's are not responsible for any damage or loss occurring after you have accepted collection of the Selection. Delivery does not form part of this hire agreement and you are responsible for the acceptance of the Selection

[Please continue to the next page for further terms and conditions]

Hire Agreement - Copy 1 - YOU SIGN IN FRONT OF YOUR LINE MANAGER (OR AUTHORISED PERSON) ON WORK PREMISES THEN RETAIN FOR YOUR RECORDS

Employee Terms & Conditions (Page 2 of 2)

Your responsibilities

The Selection is your responsibility for the duration of the Hire Agreement. It is your responsibility to ensure the bicycle and/or safety equipment is/are used safely in accordance with the operating instructions provided by the manufacturer(s). Should any bicycle or piece of bicycle safety equipment be lost or suffer accidental damage or become inoperable you will be required to continue meeting your financial responsibilities for the remainder of the hire period.

Replacement bicycles or bicycle safety equipment may be purchased from any of the selected IBD's. Any replacement bicycles or bicycle safety equipment fall outside the terms of this Hire Agreement.

If the Selection is not mainly used for commuting by you, the Selection will not be covered by the tax exemption. Your Employer may in its sole discretion or where required to do so by any Tax Authority, Court of Law, Tribunal or otherwise declare the Selection as a benefit in kind.

You solely bear the entire risk of loss, theft, damage to, or any loss or destruction to the Selection. Any loss will not affect the continuation in force of the Hire Agreement. It is therefore recommended you obtain separate insurance for your Selection, or ensure your Selection is covered by your Home contents insurance policy. If the Selection is covered by your Home contents insurer, you must inform your insurer that your Employer (or their nominated agents) has an interest in the Selection.

Any insurance cover obtained does not form part of this Hire Agreement. Your Employer does not take any responsibility for any insurance cover obtained.

This does not impact on any warranties offered by the bicycle or bicycle safety equipment manufacturer(s). Except as required by law, neither your Employer nor the IBD's offer any separate warranty, and you are responsible for reading and understanding the manufacturer's warranty and complying with its terms.

Data Protection

You hereby authorise your Employer and p&mm Ltd. to use and exchange with their suppliers or nominated agents the information you provide about yourself ('personal data') to administer the cycleplus Agreement.

This personal data will be used for the following purposes:

- To establish you bona fides as an employee of the named Employer on Page 1 of this agreement;
- To implement and operate this Hire Agreement;
- To establish and obtain payment under direct debits in favour of your Employer and/or their nominated agents as appropriate;

Your personal data will be properly safeguarded and used confidentially.

Absence from work

If you are absent from work during the period covered by the Hire Agreement your salary reduction will remain in place and will apply to any pay (e.g. sick pay or occupational maternity pay) as defined overleaf. By entering into this Agreement you also agree that the amount of the monthly salary reduction may be deducted from any such payments. If you are temporarily not in receipt of salary payments for any reason but remain an employee of your Employer your Hire Agreement will remain in place and be extended until the earliest of the following events:

- You revert to receiving salary payments; or
- You leave employment

Limitation of Supply

Under no circumstances shall your Employer, or their suppliers 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 p&mm Ltd. have been advised of the possibility of such damages.

Your Employer, p&mm Ltd. and their suppliers and their nominated agents shall not be held liable for failure to supply, failure to deliver on an agreed time or day, or late delivery. Nothing in this Hire Agreement shall limit the liability of your Employer, p&mm Ltd. and their suppliers 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.

Miscellaneous

This Hire Agreement is governed by English and Welsh law. Your employer, p&mm Ltd., their nominated agents and you hereby submit to the jurisdiction of the English Welsh courts to settle any dispute arising under or in connection with this Hire Agreement. If you default on your obligations under this Hire Agreement you must pay your Employer any reasonable legal, administrative and any other costs or expenses that your Employer incur in enforcing their rights under this Hire Agreement.

Definitions

For the purpose of this Hire Agreement, the terms set out below have the following meanings:

- 'bicycle' means a cycle as defined by S192(1) of the Road Traffic Act as amended or updated from time to time;
- 'commuting' means a qualifying journey as defined by S249 of the Income Tax (Earnings and Pensions) Act 2003 as amended or updated from time to time. This is a journey in whole or in part between your home and workplace, or between one workplace and another in connection with your performance of your duties of employment with your Employer;
- 'tax exemption' means the tax exemption afforded by S244 of the Income Tax (Earnings and Pensions) Act 2003 as amended or updated from time to time; and the 'bicycle and safety equipment' means bicycle and safety equipment such as helmets or reflective clothing.
- 'sick pay' means any occupational sick pay paid by an employer which is not a statutory entitlement required by law.
- 'occupational maternity pay' means any maternity pay paid by an employer which is not a statutory entitlement required by law.

Independent Stores **In only** **Process**