

Bicycle Tax Saver Scheme **Procedure**

The procedure for participating in the bicycle tax saver scheme is as follows:

1. The staff member selects one of the participating bicycle shops on the following website <http://www.biketowork.ie/site/bike-shops/>.
2. To proceed to purchase, the staff member must then apply via the Bike to Work on-line application form via the following link <http://riam.biketowork.ie>. A purchase agreement which is available on this site must also be returned to the secretariat at the same time (copy attached).
3. Once the quotation is approved the RIAM will be invoiced for the bike on behalf of the staff member.
4. The secretariat office will then provide the staff member with a voucher with which they may redeem their bicycle with (photographic ID required).
5. All applications will only be processed once annually. Deadline for applications for a current year (January to December) will be 10th January of the current year (i.e. online quotations must be submitted for approval and purchase agreement completed by this date) and deductions will commence at the end of January.



Form 2

Purchase Agreement between the Employer and Employee for the Provision of a Bike and Cycle Accessories under the Cycle to Work Scheme

Employer Name	Employee Name
Address	Home Address
Employee PPS 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	
Other	
Other	

Fixed Purchase Period (number of weeks/months*) (maximum 12 months)

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

* Delete as appropriate

KEY INFORMATION

This Purchase Agreement cannot be cancelled. If you default on your obligations under this Purchase 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 Purchase Agreement.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

This is a Purchase Agreement for the purchase of a bike and associated equipment under the Cycle to Work scheme. Sign it only if you want to be legally bound by its terms.
Signature of Purchaser:
Date of Signature:
Under this agreement the goods are your property once collection of the bike and equipment is made at the selected cycle shop.

Signed on behalf of Employer
Signature:
Name:
Position:
Date of Signature:

This Purchase 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 Purchase Agreement. If you are unsure of any aspect of the Purchase 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 Purchase 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 Purchase 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 the Bike to Work website (www.biketowork.ie) or one of their partner shops. The value of your chosen bike and accessories and the length of the Purchase 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.

Bike to Work Limited, through a partner shop, will supply the bike and accessories. These goods remain the property of the employee at all times.

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

Under this agreement the bike and accessories provided remain the property of the employee and your employer has no responsibility for the insurance, maintenance or upkeep of said goods.

The employer is not responsible for any personal accidents or injury incurred by the employee while using the bike and accessories.

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 Purchase 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 Purchase Agreement is to vary your Terms and Conditions of Employment. By committing to this Purchase 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 Purchase Period.

Termination

If you cease your employers employment before the end of this Purchase Agreement, this agreement will terminate and the goods supplied under this agreement must be paid for in full. The balance of the purchase will not be a taxable benefit. By signing this agreement, you agree that the remaining Purchase charges will be deducted from your final gross salary payment. If your final gross salary payment is insufficient to meet the remaining Purchase charges then you must pay your employer the outstanding balance within 14 days.

Right of Purchaser to Terminate the Purchase Agreement

This is a non-cancellable fixed-term Purchase Agreement and you do not have the right to terminate this Purchase 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;
- 5 To assume full responsibility for your safety while using the goods supplied under this agreement;
- 6 To assume full responsibility for the maintenance and upkeep of the cycle and equipment. A warranty will be given as agreed with Bike to Work Ltd's partner shops at the time of purchase.

Disclosure and Data Protection

You authorise your employer to disclose such personal data and information to Bike to Work Limited as may be reasonably necessary in order to supply you with your bike and cycle accessories. Further more you authorise Bike to Work Limited 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 Bike to Work will not be liable for indirect or consequential loss or damage whatsoever arising out of a breach of this Purchase 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

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 Purchase 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 Purchase 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.