Green Commute Initiative Corporate Scheme Agreement

Green Commute Initiative Ltd (GCI)

of Unit F, Membury Business Park, Ermin Street, Lambourn Woodlands, Hungerford, RG17 7TU

and

{Name} of

{Address} **(Employer)** agree:

1. The Employer wishes to offer its Employees a Green Commute Initiative scheme so they may benefit from the provision of a bicycle and associated safety equipment as a tax-free benefit in kind under section 244 of the Income Tax (Earnings and Pensions) Act 2003. This benefit may be provided by either the provision of a physical bicycle and equipment or by a subscription to a bicycle subscription service such as but not limited to Forest Bikes, Santander cycles etc.
2. The Green Commute Initiative scheme utilises salary sacrifice and by default GCI will provide its standard Salary Sacrifice Agreement. However, an employer may provide their own Salary Sacrifice Agreement in which case the Employer indemnifies GCI against any claims resulting from the use of such agreement. Where an employer elects to do this, the term Salary Sacrifice Agreement shall refer to the Employer's Salary Sacrifice Agreement within this document.

Mechanism of delivery

3. The Employer will make their Employees aware they are making the GCI scheme available.
4. Each Employee wishing to take part in the scheme will visit an approved GCI supplier and select qualifying goods. The supplier will provide a quote for the desired goods. The value of the quote will determine the value of each Voucher required. Such quotes shall be entered into the GCI website.
5. Where the Employee wishes to obtain a subscription service the Employee will select the appropriate option on GCI's website. The selection will determine the value of the Voucher.
6. The Employer may limit the value of Vouchers available to their Employees and the salary sacrifice period.
7. GCI will provide the Employer's Scheme Manager with access to GCI's portal where they may approve or reject Employee applications at their sole discretion.
8. For each Employee accepted into the scheme, the Employer will purchase the relevant Voucher from GCI.
9. Upon acceptance of the application by the Employer, GCI will purchase the selected goods or services and hire them to the Employee under the Green Commute Initiative Hire Agreement and subsequent Extended Loan Agreement. Where the application is for a subscription service the Employer and Employee accept the terms and conditions of the subscription provider.
10. GCI will provide the Employer with electronic VAT invoice and a copy of the signed Salary Sacrifice Agreement as soon as possible after the Employee has signed the Agreement excepting where the Employer elects to manage their own Salary Sacrifice Agreements when GCI shall only provide the invoice.

11. Where the scheme is financed, GCI will invoice the finance provider.
12. The Employer authorises Green Commute Initiative Ltd to issue Salary Sacrifice Agreements to its accepted Employee on its behalf for electronic signing and that upon signing by the Employee, such agreements shall become binding on Employer and the employee for the purposes of the scheme. Where the Employer elects to manage their own salary sacrifice arrangements the Employer shall ensure the arrangement is correct.

Payment terms

13. The Employer agrees to pay GCI's invoices within the agreed terms and further agrees to pay an additional 2% per month for any sums paid outside the agreed terms.

Miscellaneous

14. GCI will oblige its suppliers to ensure that all goods provided are of merchantable quality, free of defect, and comply with all relevant legislation and regulations applying in the UK and to use reasonable skill and care in providing services and to keep in force suitable product and public liability insurance.
15. During the term of this Agreement, GCI shall maintain in force, with a reputable company, public liability insurance in any one period is insurance of £5,000,000 and have other relevant insurances to cover the liabilities that may arise under or in connection with this Agreement and shall on the Employer's request, produce the insurance certificate giving details of cover.
16. GCI does not exclude liability for death or personal injury caused by its negligence in the performance of its obligations under this Agreement.
17. GCI is not liable for any consequential loss, loss of business and/or loss of profit which the Employer may suffer as a result of any breach of GCI's obligations under this Agreement.
18. This is the whole Agreement between GCI and the Employer for the provision of Vouchers. No other terms will apply to this Agreement unless a GCI Director has agreed to them in writing.
19. GCI reserves the right to cancel any particular Voucher if its value was entered incorrectly or the goods or services are no longer available at the Voucher price. GCI will refund the full cost of the Voucher to the Employer and shall have no further liability.
20. Where an Employee cancels an application in line with the cancellation terms set out in the Hire and Salary Sacrifice Agreements or GCI's supplier is unable to supply the goods within a reasonable time, GCI will refund the cost of the Voucher to the Employer and shall have no further liability.
21. This Agreement is governed by English Law unless the Agreement is made in Scotland, in which case Scots Law will apply.
22. This Agreement shall not confer any benefit on any third party and no person other than the Employer or GCI shall have any right to enforce any clause of the Agreement.
23. If any part of this Agreement becomes unenforceable, the rest of the Agreement will remain in full force and effect.
24. This Agreement shall be signed electronically and then becomes binding on both parties.

GDPR and other information

25. GCI will fully comply with its GDPR policy. Copies available on request. GCI only passes information from the Employer or their Employees back to the Employer or their notified

representative or the supplier of the goods required by the Employee. It does not pass on any information to any other entity.

26. GCI and the Employer agree not to pass any proprietary or intellectual property between themselves.

Code of Conduct

27. GCI only conducts business in an honest, open and ethical way. It does not support any form of bribery or corruption and will report any instances to the appropriate authorities. All GCI Employees are obliged to report any such matters to GCI management immediately.
28. GCI complies with all UK employment law and endeavours to ensure that all its suppliers also comply. We treat all our Employees and those of our customers in a just and ethical manner.
29. GCI does not discriminate on any basis other than merit.
30. GCI complies with the UK's Modern Slavery Act and endeavours to ensure our suppliers are also compliant.
31. GCI actively works to reduce emissions and improve air quality. GCI does its best to minimise waste and any other environmentally unsustainable activity. GCI actively promotes active travel amongst its Employees and customers.

	Signed by an authorised signatory on behalf of Green Commute Initiative Ltd	Signed by an authorised signatory on behalf of Cripps LLP
Signature		
Print name		
Position		
Date of Signature		