

Green Commute Initiative Instant Scheme Agreement

Green Commute Initiative Ltd (GCI)

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

and

Sample Employer of

XX High Street, Anytown, AN1 2NK **(Employer)** agree:

1. The Employer wishes to offer their 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.

Mechanism of delivery

2. The Employer will make their Employees aware they are making the GCI scheme available.
3. 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 Instant GCI Section and on submission a Pro-Forma invoice is produced.
4. The Employer may limit the value of Vouchers available to their Employees and the salary sacrifice period and shall confirm and agree such terms with their employees prior paying the Pro-Forma Invoice.

Payment and acceptance of these terms

5. By making payment of the Pro-Forma Invoice the Employer accepts without reservation these terms and conditions for the transaction.
6. Where the purchase of the Voucher is financed, the signing of the Finance Agreements shall constitute acceptance of these terms without reservation.
7. The Employer authorises GCI to send a Salary Sacrifice Agreement to the Employee on its behalf. GCI will also send the Employee a Hire Agreement.
8. Upon signature by the Employee of the Hire and Salary Sacrifice agreements, GCI will purchase the selected goods and hire them to the Employee under the Green Commute Initiative Hire Agreement and subsequent Extended Loan Agreement.
9. GCI will provide the Employer with electronic copies of the signed Salary Sacrifice agreements and a VAT receipt for the monies paid as soon as possible after the Employee has signed the Agreements.

Rights of cancelation

10. GCI reserves the right to cancel any particular Voucher if its value was entered incorrectly or the goods 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.
11. The Employee shall have the right to cancel the Hire and Salary Sacrifice Agreements only as set out in the Agreements themselves. Where the Employee exercises their rights to cancel the agreements GCI will refund all monies paid by the Employer for the Voucher and shall have no further liabilities.

12. The Employer may not cancel this agreement unless the Employee has exercised their rights to cancel.

Miscellaneous

13. 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.
14. GCI itself will keep in force suitable product and public liability and other relevant insurances.
15. GCI does not exclude liability for death or personal injury caused by its negligence in the performance of its obligations under this Agreement.
16. GCI are 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.
17. GCI will comply fully with its GDPR policy. Copies of are 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.
18. GCI and the Employer agree not to pass any proprietary or Intellectual property between themselves.
19. GCI only conducts business in an honest 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.
20. 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.
21. GCI does not discriminate on any basis other than merit.
22. GCI complies with the UK's Modern Slavery Act and endeavours to ensure our suppliers are also compliant.
23. 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 green and particularly active travel amongst its employees and customers.
24. This is the whole Agreement between GCI and the Employer for the provision of Vouchers. No other terms will apply to this Agreement unless GCI have agreed to them in writing.
25. If any part of this agreement becomes unenforceable, the rest of the agreement will remain in full force and effect.
26. This Agreement is governed by English Law unless the Agreement is made in Scots, in which case Scottish Law will apply.
27. 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.