

Green Commute Initiative Scheme Agreement

Green Commute Initiative Ltd of

71- 75 Shelton St, Covent Garden, London WC2H 9JQ (**GCI**)
and

Sample Employer of High Street, Anytown TG12 2LQ
(**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

1. The Employer will make their employees aware they are making the GCI scheme available.
2. 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.
3. The Employer may limit the value of Vouchers available to their employees and the salary sacrifice period.
4. GCI will provide the Employer with a schedule of employee applications and values of individual vouchers requested.
5. The Employer may accept or reject any application for any reason and will advise the employee if their application is rejected. The Employer will advise GCI of all acceptable employees as soon as possible.
6. For each employee accepted into the scheme, the Employer will purchase the relevant Voucher from GCI and agrees to pay for the Vouchers either in full or by means of entering into a finance arrangement before GCI releases any goods to employees.
7. Upon payment for the Vouchers, GCI will purchase the selected goods and hire them to the employees under the Green Commute Initiative hire agreement and subsequent extended loan agreement.
8. GCI will provide the Employer with a schedule of salary reductions and electronic copies of the signed salary sacrifice agreements as soon as possible.
9. GCI will provide the Employer with VAT invoices at the completion of the Scheme unless the Scheme is financed when GCI will invoice the finance provider.
10. The Employer authorises Green Commute Initiative Ltd to issue Salary Sacrifice agreements to its accepted employees on its behalf for electronic signing and that upon signing by the employees such agreements shall become binding on Employer and the employee for the purposes of the scheme.

Miscellaneous

11. GCI will ensure that all goods provided by its suppliers are of merchantable quality and comply with all relevant legislation and regulations applying in the UK.

12. GCI will oblige its suppliers to use reasonable skill and care in providing services and to keep in force suitable product and public liability insurance.
13. GCI itself will keep in force suitable product and public liability and other relevant insurances.
14. GCI does not exclude liability for death or personal injury caused by its negligence in the performance of its obligations under this Agreement.
15. 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.
16. The Employer agrees to act as an introducer appointed representative for GCI only for the purposes of introducing their employees to GCI for the purposes of a Green Commute Initiative scheme.
17. 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.
18. 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.
19. This Agreement is governed by English Law unless the Agreement is made in Scotland, in which case Scottish Law will apply.
20. 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.
21. 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.
22. GCI and the Employer agree not to pass any proprietary or Intellectual property between themselves.
23. 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.
24. If any part of this agreement becomes unenforceable, the rest of the agreement will remain in full force and effect.
15. This Agreement shall be signed electronically and then becomes binding on both parties.