



# Employee Terms & Conditions

By participating in a Workplace Bikes scheme, you signify your acceptance of the prevailing Terms and Conditions as displayed at [www.workplacebikes.com](http://www.workplacebikes.com).

## 1. Definitions and interpretation

1.1 The following terms are defined:

- a) "We", "us" and "our" means Wider Plan Ltd, a company registered in England with company registration number 5207145. Our registered address is 11 – 16 Chestnut Court, Jill Lane, Sambourne, B96 6EW.
- b) "Workplace Bikes" is the brand name of the cycle-to-work administration service which we own and operate.
- c) "You" and "your" means the user who is entering into this agreement in order to access their employer's Workplace Bikes scheme.
- d) "Halfords" means Halfords Group Plc which is appointed to work in association with Wider Plan in providing you with access to a cycle-to-work scheme.

1.2 The headings to clauses are for convenience only and shall not affect the construction or interpretation of these terms.

1.3 Unless otherwise stated,

- a) The singular includes the plural and vice versa;
- b) The words "includes" and "including", and variations thereof, are each without limitation.

## 2. Using Workplace Bikes

2.1 By setting up a Workplace Bikes scheme your employer has undertaken to make a cycle available to you for the purpose of cycling to work.

2.2 It is your responsibility to read your employer's Workplace Bikes scheme rules before deciding whether to participate.

2.3 If you select a cycle through the Workplace Bikes scheme, you will be required to enter into a salary sacrifice agreement. You will agree to receive a reduced salary in exchange for being provided with access to a cycle.

2.4 If you are not eligible to enter into a salary sacrifice agreement, you may receive access to a cycle of your employer's choice through alternative arrangements.

2.5 The provision of a cycle to you by your employer can be considered to be a hire arrangement and the salary sacrifice can be considered to cover the hire charges.

2.6 Your salary sacrifice and hire agreement, together with your employer's scheme rules, will specify how and when you may change or cancel your order or leave your employer's Workplace Bikes scheme.

2.7 When you and your employer have signed or otherwise accepted the salary sacrifice and hire agreement, and your employer has approved the order, you will be issued with a Letter of Collection (LoC) for redemption at any Halfords store or if agreed with

Halfords in writing in advance, at a member of their authorised partner network. LoCs will ordinarily be issued by Halfords by email.

2.8 Unless Halfords agree otherwise, you may only use the LoC in relation to one transaction (although that transaction may involve more than one item).

2.9 Each LoC shall remain valid for a period of 4 months from the date of issue.

2.10 You shall be responsible for collecting the cycle from a retail store operated by Halfords or within its authorised partner network (information of which is available via the Halfords helpdesk) by presenting the LoC and photographic identification.

2.11 If the Halfords store does not have any stock of a cycle, Halfords shall:

- a) Refer you to a helpdesk operated by Halfords; or
- b) Provide you with details of a store that has stock of that cycle.

2.12 We shall bear no liability in respect of any loss arising to you as a result of:

- a) legislative change;
- b) the actions of your employer or Halfords;
- c) any loss of or reduction in statutory benefits or employee benefits received by you as a result of using Workplace Bikes;
- d) any tax charge arising in respect of Workplace Bikes;
- e) your choice of cycle or accessories;
- f) any other area of liability which is specified as being limited or excluded in your employer's scheme rules or in your salary sacrifice or hire agreement.

2.13 We will only permit an electronic hire agreement to be entered into by employees over the age of 18. Applications from employees under 18 will require the agreements to be physically signed rather than electronically signed and will require the countersignature of a guarantor. We will check your date of birth at registration and notify your employer if you are under 18.

2.14 The standard length of a hire agreement and corresponding salary sacrifice agreement, unless advised otherwise by your employer will be 12 months.

2.15 All intellectual property and all scheme documentation associated with Workplace Bikes shall remain the property of Wider Plan or its fulfilment partners as applicable.

## 3. Data protection

3.1 Data protection terminology used in this agreement should be interpreted as having the same meaning as in the prevailing Data Protection Act and the General Data Protection Regulations.

3.2 Wider Plan is registered with the Information Commissioner's Office as a Data Controller.

- 3.3 Your employer is acting with us as a Joint Data Controller for the limited purpose of providing you with access to a cycle-to-work scheme in line with HMRC guidelines.
- 3.4 These Terms and Conditions should be read in conjunction with our Privacy Policy, which is available online at [www.workplacebikes.com](http://www.workplacebikes.com) and which provides the details of how we lawfully, fairly and transparently process your personal data in respect of the Workplace Bikes service.

#### **4. Changes to these Terms and Conditions**

- 4.1 We reserve the right to amend these Terms and Conditions at any time. We will notify you of any significant change by email in the event that you are known by us to have an active salary sacrifice agreement in place in respect of Workplace Bikes at the time of the amendment. Your continued use of the site will signify your agreement to the amended Terms and Conditions.

#### **5. Force Majeure**

- 5.1 Neither party shall be liable for any breach of these terms and conditions caused by circumstances beyond their reasonable

control, including without limitation:

- a) Act of God, explosion, flood, tempest, fire or accident;
- b) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- c) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

#### **6. Governing Law and Jurisdiction**

- 6.1 These Terms and Conditions shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction to determine any disputes which arise in connection with these Terms.
- 6.2 If the English courts find any provision of this agreement to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions shall not be affected.