

# Hire Agreement Regulated by the Consumer Credit Act 1974

## Contract Details

Parties to the Hire Agreement:

<b>Agreement Number:</b>	A000001
<b>Owner (‘We’, ‘Us’ or ‘DASH’):</b>	Dash Rides Limited (company number 11779075).
<b>Owner’s address:</b>	Unit W02, 222 Kensal Road, London, W10 5BN
<b>Hirer ( ‘You’):</b>	Name: Peter Pan  Title: Mr  Email: Peter.Pan@neverland.com  Telephone: 01234 567890  Postal Address: Neverland
<b>Hirer Address:</b>	Neverland

## Key Financial Information

### The Goods

Your choice:	[DASH Flex choice]
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Under this Agreement, DASH hires to You bicycles and/or e-bicycles (the “Goods”) supplied from time to time by Approved Providers. Each individual ride is a Trip Hire of Goods under this Agreement. The Goods are delivered to You and returned by You via the Approved Provider acting as DASH’s delivery/collection agent, and You must comply with the Provider’s operational rules for each Trip (including unlock/lock procedures, parking, and any late/damage fees). Title to the Goods is not transferred.

Where provided, DASH Flex comprises a Virtual Card pre-loaded each Service Month with a Monthly Allowance for use only with Approved Providers to pay Trip charges in accordance with this Agreement and the Approved Provider’s rules.

### Hire Payments

Monthly Hire Payment(s) as detailed in the table below, payable, where possible, by way of gross deduction from Your Salary (‘Salary Sacrifice’) by Your employer X under its Cycle to Work Scheme. A full Monthly Hire Payment is payable for each Service Month in which Your DASH Flex access is live, regardless of the Activation date in that month; no pro-rata reduction applies. The payments will commence upon Your first available monthly Salary payment following Activation, which may mean the Payroll deduction timing may differ from the Service Month in which the Monthly Hire Payment is incurred.

Months	Monthly Cost
1 - X	£X
Thereafter for the remainder of the Term	£X

If it is not possible to make payments by Salary Sacrifice, You shall be obliged to make payments by way of net deduction from Your Salary or direct payments by other means - see for example the Terms and Conditions of Equipment Hire (“Terms”) at clauses 2.3, 5.5 and 10.4.

Failure to make any payments due under this Hire Agreement could have severe consequences and may make obtaining credit more difficult.

### **Other Payments**

You may be required to pay a Termination Fee to the Employer if this Agreement has been ended because you cease to be an employee of the Employer while the Agreement is in force. You may also be obliged to pay a Termination Fee in other circumstances set out in the Terms including where you wish to terminate the Agreement on one month's notice before the end of the Minimum Hire Period. The Termination Fee would amount to the lower of the Standard Monthly Hire Payments multiplied by the number of months left until the end of the Minimum Hire Period or £X.

You may be liable to pay a Misuse Administration Charge of £500 in the event of a breach of this Agreement, as detailed in clause 8. This includes, but is not limited to, use of the DASH Flex allowance for non-permitted purposes or allowing third parties to access the service on a majority use basis.

The Employer is entitled to settle any outstanding Hire Payments from Your net Salary pay. If this is not possible, the Employer shall require You to settle the outstanding liabilities.

### **Variable payments**

In certain circumstances, You may be liable to pay changed hire rates. In particular, we may increase Hire Payments after each anniversary of the execution of this agreement by an amount that we consider reflects increases in the Retail Price Index ("RPI"). Where this happens, you will be sent any notice required by law.

### **Duration of Hire**

The Hire Duration shall commence upon the Activation Date and shall thereafter continue for a minimum period of X months ("Minimum Hire Period") or as otherwise extended. If the Agreement has not been ended by either party at the end of the Minimum Hire Period, it shall continue for Extended Hire Periods (as defined in the Terms) until terminated by either party in accordance with the Terms.

### **Other Information**

This is a hire of Goods agreement. Goods are delivered/returned through Approved Providers' systems; DASH does not operate a separate physical collection or return process.

If you break the agreement you must pay the reasonable costs of enforcing it, including any reasonable legal costs (including any legal costs in any court proceedings).

**IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS**

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements which should have been complied with when this Agreement was made. If these requirements were not met, the owner cannot enforce this Agreement against You without getting a court order.

The Act also gives you a number of rights. You can end this agreement by writing to the person you make your payments to and giving at least one month's notice. In order to do this, the agreement must have been allowed to run for at least 18 months though this may include the period of notice. You will have to make all payments and pay any amounts you owe until the agreement comes to an end.

If You would like to know more about Your rights under the Act, contact either Your local Trading Standards Department, or Your nearest Citizens' Advice Bureau.

**This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.**

Signature of Hirer:

Date of signature:

**Under this agreement the goods do not become your property and you must not sell them.**

Signature on behalf of Dash Rides Limited

Director

On the X which is the date of this Agreement.

**Your Right To Cancel**

You have a right to cancel this Hire Agreement within the later of:

- 14 calendar days from the date You receive the executed copy of this Agreement under the Consumer Credit Act 1974; or
- 14 calendar days beginning with the day after this Agreement is entered into under the Consumer Contracts Regulations 2013.



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You may cancel this Agreement within that period by giving notice to Us. You can do this by: following the appropriate steps within Your DASH Account (which is the easiest way of doing this), emailing us at [cancellations@dashrides.com](mailto:cancellations@dashrides.com) and quoting your Hire Agreement number or contacting us by post or telephone using the contact details in clause 1.5 of the Terms and quoting Your Hire Agreement Number. You can use the cancellation form in the Appendix to do this but You do not have to do so.

By entering into this Agreement, You ask us to permit Your Activation of DASH Flex access before the end of the cancellation period. If You Activate and then cancel, You will be charged in line with clause 13.3 (full Monthly Hire Payment for that calendar month). If You cancel and have not Activated in that calendar month, payroll adjustments are made under clause 13.4.

## Terms and Conditions of the Equipment Hire

These Terms detail Your rights and legal responsibilities. You should read these carefully before submitting Your application to ensure that You fully understand the Terms of the Hire Agreement and any potential liabilities which You will be responsible for.

You are strongly advised to obtain independent legal advice should You have any queries or concerns regarding this Hire Agreement.

These Terms will be accessible via the DASH Website (as defined below), however, You should print off a copy or download and save them to Your computer for future reference.

### Employer Subsidisation

The following table below sets out any subsidisation by Your Employer towards the monthly cost of Your hire of the Equipment. Please note that the use of any promotional and/or discount codes may affect the table below where the Standard Monthly Hire Payments are reduced for a period of time. For the avoidance of doubt, the table below does not factor in the effects of any time-limited promotional and/or discounted pricing.

<b>Standard Monthly Hire Payments</b>	£X
<b>Value of Employer Subsidisation</b>	£X
<b>Hire Payments</b>	£X

### Salary Sacrifice Savings Guide

The following table illustrates the gross Salary Sacrifice payments and the potential maximum savings for participants who pay the tax rate You have inputted, where Salary Sacrifice is available. It is Your responsibility to ensure that You enter the correct tax bracket. Savings are dependent on personal taxation and the following table should be used as a guide only.

	Payments (as a X Tax Payer*)
Gross Monthly Salary Reduction	£X
Income Tax Saving	£X
Your National Insurance Contribution (NIC) Saving	£X
Net Monthly Salary Reduction	£X
Net cost to You over X months	£X
Total saving	£X

\*You can find more details on the tax rates used in the above table by clicking [here](#).

## 1. Introduction

- 1.1. The Hire Agreement sets out the basis on which Dash Rides Limited ('We', 'Us' or 'DASH') will make available to You the Goods as part of the Cycle to Work Scheme which the Employer operates in conjunction with DASH. Under the arrangements with your employer, DASH hires the Goods to You on a Trip-by-Trip basis for the Term and facilitates the operation of the Cycle to Work Scheme by Your Employer. For each Trip, the Approved Provider acts as DASH's delivery and collection agent to make the Goods available to You and to accept their return. You must comply with each Provider's operational terms for Trip Hires (including unlock/lock procedures, parking/geo-fencing, late/damage/loss fees and any age/safety requirements). DASH Flex is a restricted-use payment mechanism to meet Trip charges for Trip Hires with Approved Providers. Title to the Goods remains with the relevant owner at all times.
- 1.2. Full details of DASH are as follows: Dash Rides Limited (company number 11779075) whose registered office is at Unit W02, 222 Kensal Road, London, W10 5BN. DASH's registered VAT number is 316924301. DASH is authorised and regulated by the Financial Conduct

Authority (with the FCA reference number 926301) under FSMA to carry out regulated consumer hire agreements under which the obligations are not, or are not to be, secured by a legal mortgage on land.

- 1.3. Where You intend to benefit from Salary Sacrifice, the main purpose of hiring the Equipment shall be for Your use on qualifying journeys. Other use of the Equipment, for instance, pleasure use or use by members of Your family, are permitted provided that the Equipment is mainly used for qualifying journeys. You should review the latest government guidance in place from time to time regarding the definition of qualifying journeys.
- 1.4. Where You intend to benefit from Salary Sacrifice, this Hire Agreement may also vary Your terms and conditions of employment with the Employer (or cause Your Employer to vary Your terms of employment). It also sets out the terms on which You agree to part of Your gross Salary entitlement being reduced by The Employer in return for a non-cash benefit (i.e. the Equipment). This shall be referred to as Your Salary Sacrifice and further information can be found in clause 5.
- 1.5. By entering into this Hire Agreement, You consent to DASH communicating with You, including for the purpose of administering the Cycle to Work Scheme and/or the Hire Agreement, providing You with the Equipment and making You aware of a range of additional services/benefits which The Employer has already agreed with DASH. If DASH has to contact You, it will do so via the DASH Website, by telephone, or by writing to You at the email address You provided when creating or updating Your Account. You can contact DASH by telephoning the customer service team at +44 20 3488 5638 or by writing to DASH at [info@dashrides.com](mailto:info@dashrides.com) or using the postal address given in clause 1.2.

#### **1.6. Definitions and Interpretation**

##### **Account**

Your personal account with DASH set up on the DASH Website for the purpose of communications and such other purposes as are set out in these Terms.

##### **Activation Date**

the date on which DASH first provides Your Virtual Card credentials or otherwise enables Your DASH Flex access.

<b>Activation Month</b>	the calendar month in which the Activation Date occurs.
<b>Agreement (or Hire Agreement or Consumer Hire Agreement)</b>	this agreement consisting of the Contract Details, the Key Financial Information, the Other Information and these Terms and Conditions.
<b>Applicable Law</b>	means any law, statute, ordinance, rule, regulation, order or determination of any governmental or regulatory authority or any requirement of any official body (including His Majesty's Revenue and Customs or any other taxation authority) which is binding on a party including FSMA and FCA Rules.
<b>Approved Provider</b>	a third-party operator approved by DASH and listed on the DASH Website from time to time ( <a href="http://www.dashrides.com/dash-flex-policy">www.dashrides.com/dash-flex-policy</a> ).
<b>Confirmation Email</b>	the Consumer Hire Agreement confirmation email sent via DASH as set out in clause 3.6.
<b>Consumer Contracts Regulations 2013</b>	the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
<b>DASH Website</b>	DASH's website, with the domain name <a href="http://www.dashrides.com">www.dashrides.com</a> .
<b>Delivery</b>	for a Trip Hire, the moment an Approved Provider (as DASH's delivery agent) authorises unlock/commencement of use of the Goods to You.

<b>Employee(s)</b>	means You or any employee that is employed by the Employer as the context requires. It also includes You if You are a member of the Employer.
<b>Employer</b>	means the organisation or company detailed under 'Hire Payments' in 'Key Financial Information' above or any of its Group Companies as applicable.
<b>Equipment</b>	As described under 'Key Financial Information'.
<b>Extended Hire Periods</b>	means any extended periods beyond the Minimum Hire Period, as set out in clause 4.
<b>FCA Rules</b>	means the Handbook of Rules and Guidance of the Financial Conduct Authority.
<b>FSMA</b>	means the Financial Services and Markets Act 2000.
<b>Goods (or Equipment)</b>	bicycles and/or e-bicycles made available by Approved Providers and hired to You by DASH under this Agreement on a Trip-by-Trip basis.
<b>Group Company</b>	means in relation to a Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.
<b>Hire Duration</b>	means the period for which this Agreement remains in force including any Extended Hire Periods as set out in clause 4.

<b>Hire Payments</b>	the payments made by You via Salary Sacrifice, where possible, for the Equipment as set out in the Key Financial Information and clause 5 of these Terms.
<b>Minimum Hire Period</b>	the minimum period for which you hire the Equipment as set out above under 'Duration of Hire' in 'Key Financial Information'.
<b>Misuse Administration Charge</b>	means a fixed charge of £500 (five hundred pounds sterling) that may be imposed on You by DASH in the event You are found to have Misused the DASH Flex service or violated the terms of this Agreement, as described in clause 8.
<b>Monthly Allowance</b>	the monthly monetary allowance pre-loaded to the Virtual Card for use with Approved Providers during the relevant Service Month (no rollover).
<b>Permitted Services</b>	the bike and e-bike sharing services <b>only</b> operated by the Approved Providers, including rentals and/or access fees, hired in accordance with the terms of this Agreement and the providers' prevailing terms and conditions.
<b>Retail Prices Index (or 'RPI')</b>	the retail prices index published from time to time by the UK Office for National Statistics, or such other measure of prices or inflation as seems reasonably appropriate to DASH if the RPI is no longer published.
<b>Return</b>	for a Trip Hire, the moment the Approved Provider (as DASH's collection agent) accepts the Goods

back from You in accordance with its rules (including proper lock/closure).

**Salary**

the monetary compensation you receive from the Employer. Where You are a member of the Employer, this shall also include Your drawings from the Employer.

**Salary Sacrifice**

the reductions to Your gross Salary entitlement in return for the Equipment as set out in the Key Financial Information and clauses 2 and 5.

**Service Month**

each calendar month (from the Activation Date onwards) during which Your DASH Flex access is live. A full Monthly Hire Payment applies for each Service Month in which access is live, regardless of usage or number of days in that month.

**Standard      Monthly      Hire  
Payments**

the amount that would be payable by You for the hire of the Equipment without the benefit of any subsidisation offered by Your Employer. This is detailed within the table under the heading Employer Subsidisation at the beginning of these Terms.

**Subsidiary      and      Holding  
Company**

in relation to a company shall mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in

connection with the taking of security, or (b) a nominee.

**Term**

the total duration of the Hire Agreement (including any original Hire Duration, Minimum Hire Periods and any Extended Hire Periods), as set out in clause 4.

**Termination Fee**

the lower of the Standard Monthly Hire Payments multiplied by the number of months left until the end of the Minimum Hire Period or £X, payable to the Employer on termination as further set out in clauses 12.2 and 14.3.

**Terms**

these terms and conditions of equipment hire, which together with the Contract Details, Key Financial Information and Other Information will govern the Consumer Hire Agreement.

**Trip / Trip Hire**

a discrete hire of Goods from Delivery until Return (the Trip Period).

**Virtual Card**

the restricted-use card credentials issued to You by DASH to pay Trip charges with Approved Providers.

**Your Employer**

means the company detailed under 'Hire Payments' in 'Key Financial Information' above or any of its Group Companies as applicable.

**Your Sign-up Application**

the process which You complete as further described in clause 3 and Your signing this Agreement.

- 1.7. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.8. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.9. A reference to writing or written includes emails.
- 1.10. References to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.

## **2. Your eligibility**

- 2.1. The intention behind the Cycle to Work Scheme is for You to take advantage of tax benefits associated with Salary Sacrifice (i.e. exemption from National Insurance contributions and Income tax in relation to the payments made by You under this Agreement).
- 2.2. To be eligible for these exemptions You must:
  - 2.2.1. hire cycles and/or related cyclist's safety equipment;
  - 2.2.2. be a UK PAYE taxpayer;
  - 2.2.3. remain in employment with the Employer for the Term; and
  - 2.2.4. use the Equipment for mainly qualifying journeys, although You may use it for personal use also (please see clause 1.3 for guidance).
- 2.3. In the event that You fail to comply with clause 2.2 or the law changes such that the intention of this Hire Agreement can no longer be fulfilled, You will no longer be able to claim the Salary Sacrifice exemption. The Equipment may, therefore, be considered a taxable benefit and be treated accordingly.
- 2.4. You must be aged 18 or over to legally enter into this Hire Agreement and must meet any requirements under Applicable Law and/or the rules of Your Employer's Cycle to Work Scheme.

- 2.5. Your Employer, shall at its sole discretion, determine whether You meet the eligibility requirements contained in this clause and permit You to proceed with this Hire Agreement.

### **3. Ordering**

- 3.1. Either DASH shall email You a sign-up link or Your Employer will share a sign-up link with You, inviting You to follow the link to complete Your Sign-up Application.
- 3.2. You should follow the sign-up link and onscreen prompts to complete Your Sign-up Application and sign this Hire Agreement. You may only submit Your Sign-up Application using this method.
- 3.3. DASH's order process allows You to check and amend any errors before submitting Your Sign-up Application to DASH. Please check Your Sign-up Application carefully before confirming it. You are responsible for ensuring that Your Sign-up Application and any information submitted by You is complete and accurate.
- 3.4. Your Sign-up Application is an offer by You to hire the Equipment subject to these Terms.
- 3.5. DASH will process Your Sign-up Application and submit this to the Employer for approval.
- 3.6. Acceptance of Your Sign-up Application (and signature of this Consumer Hire Agreement by DASH) will take place after the Employer submits its approval to DASH. A Confirmation Email will be sent to You together with a copy of the executed Hire Agreement by DASH, at which point the Consumer Hire Agreement will come into existence between You and Us. You will also be able to access the executed Hire Agreement via the DASH Website.
- 3.7. Should Your Sign-up Application not be approved, You will be notified by email by DASH.

### **4. Hire Duration**

- 4.1. You must select a Minimum Hire Period when submitting Your Sign-up Application.
- 4.2. By entering into this Hire Agreement, You agree to the Minimum Hire Period You selected in Your Sign-up Application and set out under 'Duration of Hire' in the Key Financial Information above, and this will commence on the Activation Date (the Hire Duration).
- 4.3. DASH Flex operates by Service Month (calendar months). If You Activate in any calendar month, that month is the Activation Month, and a full Monthly Hire Payment is incurred for that Service Month; no pro-rata reduction applies.

- 4.4. On expiry of the Minimum Hire Period, unless you instruct DASH otherwise, your hire period and the terms of this Agreement will be extended on a rolling basis (Extended Hire Period(s)) until it is ended in accordance with clauses 13, 14 or 15.
- 4.5. If You terminate during the Minimum Hire Period, a Termination Fee may apply as set out in the Key Financial Information and clauses 12.2 and 14.3. No Termination Fee shall be payable if either You or We end the Agreement during any Extended Hire Period after the Minimum Hire Period has expired. In all cases, Your access to DASH Flex will end at 23:59 on the last calendar day of the Service Month in which the termination takes effect. For further detail, see clauses 13 (Cancellation) and 14 (Termination by You).
- 4.6. Pricing changes may apply to any Extended Hire Periods (however they occur) as indicated on the DASH Website at the time.

## **5. Price and payment**

- 5.1. The price of the Equipment will be the price indicated on the application pages when You submitted Your Sign-up Application, and confirmed in the Key Financial Information. DASH takes all reasonable care to ensure that the price of the Equipment advised to You is correct. However please see clause 5.2 for what happens if DASH discovers an error in the price of the Equipment You apply to hire.
- 5.2. It is always possible that, despite DASH's best efforts, some of the Equipment which can be hired via DASH may be incorrectly priced. DASH will normally check prices before processing Your Sign-up Application but if the correct price at the date of the submission of the Sign-up Application is higher than the price stated to You, DASH will contact You for instructions to proceed at the higher price, or if You would like to withdraw the application on this basis. If DASH accepts and processes the application where a pricing error is obvious and unmistakable and could reasonably have been recognised by You as a mispricing, DASH may either end the Hire Agreement with You, and refund any sums already paid or vary the Agreement so as to include the appropriate price. DASH or the Employer will contact You if DASH chooses to do so.
- 5.3. In return for the hire of the Equipment, You agree to make the monthly Hire Payments for the Equipment via Salary Sacrifice where possible. Where you are a Director, Member, or Equivalent of the Employer You agree that You shall be liable for the Standard Monthly Hire Payments until such time as they have been received by DASH. In all other cases, You shall be liable for the Hire Payments until such time as they have been received by DASH.

- 5.4. A full Monthly Hire Payment is payable for each Service Month in which Your DASH Flex access is live, starting from the Activation Month and including the calendar month in which the Agreement is cancelled or terminated. This applies regardless of how many days in that month access was live. No pro-rata reduction applies.
- 5.5. To be eligible to pay via Salary Sacrifice, You must meet the eligibility requirements detailed in clause 2 of these Terms and, after the application of the Salary Sacrifice, continue to earn at least the National Minimum Wage or National Living Wage (as defined under Applicable Law from time to time) as appropriate.
- 5.6. In the event that, at any point during the Term, either Salary Sacrifice is not applicable or Your Salary falls to a level that would mean that, should the Hire Payment be taken via Salary Sacrifice, Your Salary would fall below the National Minimum Wage or National Living Wage (as appropriate to You), Your Employer must suspend the Hire Payments due to be made via Salary Sacrifice and make the deduction from Your net Salary or from any other amounts owed to You or demand You make payment by other means (meaning that You would lose the potential tax exemptions). You should discuss this with your Employer if notified of it and contact DASH to discuss your options with regard to the Consumer Hire Agreement (which may include ending this Agreement).
- 5.7. If You have any queries regarding how the Salary Sacrifice may impact upon Your pay or other employment benefits, please check with Your Employer before signing this Agreement.

## **6. Provision and Use of Monthly Allowance**

- 6.1. During the Term, We will provide You with a Monthly Allowance on a recurring monthly basis. The Monthly Allowance will be loaded to Your Virtual Card (a) at the start of each Service Month and (b) in the Activation Month, as soon as reasonably practicable following the Activation Date. The operational timing of the credit load (for example, time of day, phased loads or alignment to payroll/billing cycles) may be adjusted from time to time for administrative reasons; however, this is without prejudice to the definition of Service Month and does not change that each Monthly Allowance relates only to that Service Month and expires at 23:59 on its last calendar day (see clause 6.2). The amount of the Monthly Allowance is as stated in the Key Financial Information (as varied only in accordance with this Agreement). No pro-rata reduction applies to any Service Month in which Your access is live (see clause 5.4).

- 6.2. The Monthly Allowance is subject to a strict no-rollover policy. Any portion of the Monthly Allowance that You do not use by the end of the relevant Service Month will expire and will not roll over into the next month. You will have no right to reimbursement, refund, or any form of compensation for expired unused credit. Each month, Your Virtual Card will be topped up only with the new Monthly Allowance allocation for that month, regardless of the amount (if any) unused in the prior month.
- 6.3. The Monthly Allowance is a benefit provided as part of the DASH Flex service and is not redeemable for cash or any cash equivalent. You cannot withdraw the Allowance as cash, transfer the allowance to another card or person, or use the allowance for any purpose other than paying for Permitted Services from Approved Providers. If You attempt to use the Virtual Card for a transaction outside the scope of the Approved Providers or Permitted Services, the transaction may be declined. Even if such a transaction inadvertently succeeds, it will still be considered an unauthorised use and a breach of this Agreement.
- 6.4. We reserve the right to make reasonable changes to the DASH Flex service (such as the card provider) in accordance with the terms of the Agreement and Applicable Law. We will give You notice of any such changes as required. Unless and until such changes are made, the above rules (including expiry of unused credit each month) will apply throughout Your use of DASH Flex.
- 6.5. The Virtual Card and any Monthly Credit may be used only to pay for bike and e-bike share services provided by Approved Providers (see clause 1.6), as listed and updated on the DASH Website; the card will be configured to operate solely with those providers' systems/apps and must not be used with any other merchants or services, to obtain cash, or for any purpose not expressly permitted. DASH will maintain the current list of Approved Providers (and any provider-specific usage instructions) online and may add or remove providers from time to time; we will endeavour to notify You of material changes (e.g., by email or via Your DASH account), but it remains Your responsibility to check the online list before use, and transactions with a provider once removed are not permitted. The card is a closed-loop/restricted-use instrument and must not be used for non-service purchases (e.g., merchandise or food), illegal transactions, gambling, or attempts to circumvent its intended use. You must comply with any usage guidelines we issue (including transaction/spend limits, security measures and verification steps) and each provider's terms (including ride/return rules and any age or safety requirements). DASH is not responsible if a provider declines a transaction due to suspected fraud or technical issues, but we will reasonably assist with legitimate card-related issues if You contact us.

## **7. Delivery and Return of the Equipment**

- 7.1. For each Trip Hire, Delivery occurs when an Approved Provider (acting as DASH's delivery agent) authorises unlock/commencement of use of the Goods to You.
- 7.2. Return occurs when You properly end the Trip (lock/closure) and the Approved Provider (acting as DASH's collection agent) accepts the Goods back under its rules.
- 7.3. You must follow all Provider operational rules. Availability of Goods, locations and models is not guaranteed and depends on the Provider's systems/apps.
- 7.4. During the Trip Period You are responsible for complying with Provider rules; any related Provider charges are Your responsibility as per clause 5.5.

## **8. Misuse**

- 8.1. "Misuse" means any use of the Virtual Card or Monthly Allowance contrary to this Agreement, including without limitation:
  - a) using the Virtual Card or Monthly Allowance with non-Approved Providers or for non-Permitted Services (see clauses 6.5–6.6);
  - b) attempting to obtain cash or cash-equivalents, peer-to-peer transfers, split-tender workarounds, chargebacks or refunds to other instruments;
  - c) sharing, selling, lending or otherwise allowing any third party to use Your Virtual Card, credentials or Monthly Allowance (including where the majority use in a Service Month benefits someone other than You);
  - d) bypassing geo-fencing, security or verification controls, or otherwise attempting to circumvent usage restrictions;
  - e) fraudulent or dishonest conduct, or use that breaches Applicable Law or the Provider's operational rules;
  - f) any other use that is inconsistent with the closed-loop nature of the Virtual Card described in clause 6.5.

DASH may reasonably rely on transaction data, system logs and/or Provider reports as evidence of Misuse.

- 8.2. Misuse Administration Charge: trigger, process and outcome.

- a) If we reasonably suspect Misuse, we may suspend Your Virtual Card and open an investigation. We will notify You (via email or Your DASH Account) and may request information.
- b) You will have 7 days from our notice to explain or provide evidence. We will consider any explanation in good faith.
- c) If, on the balance of probabilities, Misuse is established, we may: (i) issue a written warning; (ii) reinstate access with conditions; (iii) levy one Misuse Administration Charge of £500 per investigation (not per transaction) to cover our reasonable admin/fraud-management costs (including card replacement and liaison with Providers); and/or (iv) terminate under clause 15.1.2 for serious or repeated Misuse.
- d) We will not normally charge the Misuse Administration Charge for a first, minor breach that is promptly remedied, unless there is deliberate/reckless conduct, attempted cash-out, credential sharing or repeat behaviour.
- e) The Misuse Administration Charge is separate from: (i) any Provider charges (e.g., improper parking, late return, damage/loss) for which You remain responsible (see clause 5.5); and (ii) DASH's right to recover loss caused by Your breach (see clause 9.2).
- f) The Misuse Administration Charge is payable within 14 days of our decision notice. If permitted under Your employment arrangements, it may be collected via payroll deduction; otherwise we will invoice You directly.
- g) You may appeal in writing within 14 days of our decision. We will review afresh (by a reviewer not involved in the original decision where practicable) and confirm the outcome.

## **9. Your responsibilities**

### **9.1. During the Term:**

- 9.1.1. the Goods remain the property of their relevant owner (which may be DASH or one of its suppliers, including an Approved Provider). You may not sell, transfer, charge or grant any interest in them;
- 9.1.2. You must keep the Virtual Card credentials (such as the card number, expiration date, CVV code, any PIN or password, and any mobile app or account login that accesses the card) secure and confidential at all times. Treat the Virtual Card information with the same care as You would a physical credit or debit card or any sensitive financial information. Do not share the card details with anyone else, and do

not post or write them down in any unsecured or public manner. If You need to input the card details into an app or website of an Approved Provider, ensure that You do so only within that provider's official platform and not on any untrusted devices or sites. You are fully responsible for maintaining the confidentiality of the card information.

9.1.3. During each Trip Period (from Delivery until Return), You are responsible for care of the Goods and compliance with Provider rules. Any Provider-imposed charges for damage, loss, late return or improper parking during the Trip Period are Your responsibility (see clause 5.5).

9.2. You must compensate DASH for any costs, losses or expenses it suffers because of Your breach of this Agreement.

9.3. If you break this Agreement, you must reimburse DASH for the reasonable costs of enforcing it, including any reasonable legal costs (including any legal costs in any court proceedings).

9.4. Nothing in this clause 9 shall affect your rights under Applicable Law.

## **10. Third-party Providers**

10.1. Providers operate, maintain and control the Goods during Trip Hires and are solely responsible for their services. DASH does not insure Your use of the Goods. Any insurance or damage waiver is per the Provider's terms or Your own arrangements.

10.2. To the maximum extent permitted by law, DASH is not liable for loss, damage, injury or Provider-imposed charges arising from Provider services, except where directly caused by DASH's breach or negligence.

## **11. Absence from work**

11.1. Your monthly hire fees will continue to accrue throughout any periods of absence from work ("Accrued Fees").

11.2. Your Hire Payments will not be suspended as a result of your absence from work unless:

11.2.1. Your Employer elects not to demand payment by other means in line with clause 5.6; and

11.2.2. Either of the below is true:

11.2.2.1. Salary Sacrifice is not available (i.e. You are receiving statutory sick pay, maternity pay, etc.); or

11.2.2.2. You are paid less than the National Minimum Wage or National Living Wage (as appropriate) as defined in Applicable Law from time to time and do not qualify for Salary Sacrifice.

11.3. In the event Your Hire Payments have been suspended in line with clause 11.2, Your Employer may determine at its discretion (subject to Your agreement to this to the extent that Your agreement is legally required) that the Accrued Fees will, on Your return to work, be paid by way of deduction in monthly instalments in addition to Your usual monthly Hire Payments (with the effect being Your monthly Salary Sacrifice reductions shall be increased by an amount such that all the Accrued Fees shall be repaid by the end of the Hire Duration).

11.4. In the event, howsoever caused, You have not yet completed all of the Hire Payments, inclusive of any Accrued Fees by the end of the Hire Duration, the Employer may deduct any outstanding monies owed from Your net Salary or from any other amounts owed to You or demand You make payment by other means (for the avoidance of doubt, You will not be entitled to tax exemption on this payment).

11.5. In the event that You do not return to work after Your period of absence for any reason, the Employer may charge You for the Accrued Fees. You may also be liable to pay the Termination Fee under clause 14.3.

## **12. End of employment**

12.1. If Your employment with the Employer ends prior to the conclusion of the Term, You will no longer be able to claim the tax exemption. We will also be entitled to end this Agreement in accordance with Applicable Law.

12.2. If the Agreement is ended in accordance with clause 12.1 and there are outstanding Hire Payments, the Employer may charge You the Termination Fee and any Accrued Fees. Your access to DASH Flex will cease at 23:59 on the last calendar day of the Service Month in which termination occurs.

## **13. Your cancellation rights**

13.1. You may cancel this Agreement:

- 13.1.1. within 14 calendar days from the date You receive the executed copy of this Agreement under the Consumer Credit Act 1974; or if later
- 13.1.2. within 14 calendar days beginning with the day after this Agreement is entered into under the Consumer Contracts Regulations 2013.
- 13.2. You must give notice of cancellation to DASH. You can do this by: following the appropriate steps within Your DASH Account (which is the easiest way of doing this), emailing [cancellations@dashrides.com](mailto:cancellations@dashrides.com) and quoting Your Hire Agreement number, or by telephone or post using any of the contact details in clause 1.5. You may do this by using the cancellation form at Appendix 1 but you do not have to do so.
- 13.3. If You cancel the Agreement and You have Activated Your Virtual Card, You shall be charged the full Monthly Hire Payment and Your access to the DASH Flex service shall end on the last calendar day of the month in which You cancel. For the avoidance of doubt, You shall have full entitlement to spend the Monthly Allowance in accordance with this Agreement.
- 13.4. If You cancel the Agreement and have not Activated in that Service Month, any Salary reductions already made for that month will be refunded or reversed through payroll. If You have Activated, clause 13.3 applies and no refund is due.

#### **14. Your termination rights**

- 14.1. In the event that You no longer have the right to cancel (because the cancellation periods in clause 13.1 have expired), You are still able to end the Hire Agreement. If You want to do so, You must provide DASH with written notice of Your intention to terminate. You can do this by following the appropriate steps within Your DASH Account (which is the easiest way of doing this) or by emailing [cancellations@dashrides.com](mailto:cancellations@dashrides.com) and quoting Your Hire Agreement Number.
- 14.2. If You terminate the Agreement and You have Activated Your Virtual Card, You shall be charged the full Monthly Hire Payment and Your access to the DASH Flex service shall end on the last calendar day of the Service Month in which You terminate. For the avoidance of doubt, You may use any remaining Monthly Allowance until then.
- 14.3. In the event that You terminate this Agreement in accordance with clause 14.1 and there are any outstanding Hire Payments due, the Employer may also charge You a Termination Fee.

## **15. DASH's termination rights**

- 15.1. DASH may end this Agreement by giving You written notice in accordance with Applicable Law if:
  - 15.1.1. You are bankrupt or insolvent;
  - 15.1.2. You are in breach of this Agreement in a way which we reasonably consider to be serious; or
  - 15.1.3. You move outside the United Kingdom.
- 15.2. We may also end the Agreement if DASH's arrangement with Your Employer to facilitate the operation of the Employer's Cycle to Work Scheme ends. In this case, we would always endeavour to contact You to inform You of options and would aim to treat you fairly. This is dealt with in more detail in clause 21.1.1.
- 15.3. We may also end the agreement out of choice subject to Applicable Law. Where we choose to exercise this right, we will give You written notice as required under Applicable Law.

## **16. Hierarchy and conflicts**

- 16.1. If there is any inconsistency between (i) a Provider's operational rules and (ii) this Agreement, the operational rules govern the conduct of the Trip, but the hire as between DASH and You is governed by this Agreement.
- 16.2. In the event of conflict between the Key Financial Information and these Terms, the Key Financial Information prevails for pricing and duration.

## **17. DASH's responsibility for loss or damage suffered by You**

- 17.1. If DASH fails to comply with these Terms, it is responsible for loss or damage You suffer that is a foreseeable result of it breaking this Hire Agreement or its failing to use reasonable care and skill, but DASH is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both DASH and You knew it might happen, for example, if You discussed it with DASH during the application process.
- 17.2. DASH does not exclude or limit in any way its liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by its negligence or the

negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the Equipment including the right to receive products which are: as described and match the information provided to You and any sample or model seen or examined by You; of satisfactory quality; fit for any particular purpose made known to You; supplied with reasonable skill and care, and for defective products under the Consumer Rights Act 2015; and/or breach of FCA Rules.

## **18. Data protection**

- 18.1. By entering into this Agreement, You authorise DASH and Your Employer to share and process Your personal data as necessary to administer the Cycle to Work Scheme and this Consumer Hire Agreement (including onboarding and eligibility checks, operation of the Virtual Card and Monthly Allowance, payroll/Salary Sacrifice and billing, security and fraud/misuse prevention, handling queries/complaints, and meeting legal and regulatory obligations). DASH and Your Employer act as independent controllers in respect of their own processing. Each party will comply with Data Protection Legislation, meaning the UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), as amended, together with all applicable ICO codes and guidance.
- 18.2. You grant DASH a general authorisation to appoint third-parties as sub-processors of Personal Data to support the provision of the Equipment, including data centre operators, cloud-based software providers, and other outsourced support and service providers. DASH confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case which DASH confirms and will continue to reflect the requirements of the Data Protection Legislation.
- 18.3. In addition, You can view DASH's privacy policy [here](#) for information on how we use personal data.

## **19. Complaints and regulatory details**

- 19.1. Dash Rides Limited is authorised and regulated by the Financial Conduct Authority under number 926301 under FSMA and DASH's registered office is at Unit W02, 222 Kensal Road, London, W10 5BN. In the first instance, please direct any complaints to DASH.

19.2. If You have any questions or complaints about the Equipment, please contact DASH. You can telephone DASH's customer service team at +44 20 3488 5638 or write to DASH at [info@dashrides.com](mailto:info@dashrides.com).

19.3. DASH, in conjunction with the Employer where appropriate, will try to resolve Your complaint as quickly as possible. If this does not resolve Your complaint, You may be able to refer Your complaint to the Financial Ombudsman Service ("FOS") for independent assessment. FOS is a free and independent organisation that specialises in settling disputes between clients and financial firms, including consumer hire firms. Contact details for FOS are:

Financial Ombudsman Service, Exchange Tower, London E14 9SR.

## **20. Changes to this Agreement**

20.1. This Agreement may be changed by written notice to you in accordance with any Applicable Law:

20.1.1. To reflect changes in Applicable Law;

20.1.2. To implement minor technical adjustments and improvements;

20.1.3. Where DASH reasonably considers: (i) that the change would make the terms easier or fairer to You and/or (ii) the change would not be to Your disadvantage;

20.1.4. To change the hire charges where DASH reasonably considers it necessary to cover any increased cost or risk of hiring the Equipment to you. In particular, we may increase Hire Payments after each anniversary of the execution of this agreement by an amount that we consider reflects increases in the Retail Prices Index ("RPI").

## **21. Other important terms**

### **21.1. DASH's contract with Your Employer**

21.1.1. In the event the Employer's contract with DASH under which DASH facilitates the operation of the Cycle to Work Scheme for the Employer is terminated, DASH will contact you to discuss the options which may include:

21.1.1.1. DASH may in its absolute discretion give you an opportunity to continue to hire or use the Equipment. If you wish to continue to hire the Equipment, You will be required to pay DASH the Standard Monthly Hire Payments via direct debit and may not benefit from the tax benefits of the Scheme.

21.1.1.2. If You do not agree to any alternative, as it may be offered, as referred to in clause 21.1.1.1, then the Hire Agreement will be ended.

**21.2. Assignment and delegation**

21.2.1. Subject to clause 21.2.2, the parties to this Hire Agreement may not otherwise assign, transfer or charge any of their rights or obligations under this Hire Agreement.

21.2.2. To the extent permitted by Applicable Law, DASH may delegate any of its powers or functions under this Agreement to a Group Company or appoint a Group Company as its agent for the purposes of this Agreement.

**21.3. Entire agreement**

This Hire Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties and representations.

**21.4. Variation**

Subject to clause 20.1, these Terms may not be amended unless any changes are recorded in writing and agreed by both parties (or their authorised representatives).

**21.5. Third-party rights**

Unless it expressly states otherwise (including in clause 20.1.3) this Hire Agreement does not give rise to any rights for a third party to enforce any contractual term of this Hire Agreement. You should note, however, that where this Agreement provides that any amount may be payable to DASH, it may equally be demanded by (and will be payable to) Your Employer and vice versa.

**21.6. Severance**

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**21.7. Governing law and jurisdiction**

21.7.1. This Hire Agreement and any dispute arising under it shall be governed by the laws of England and Wales. The courts of England and Wales shall have jurisdiction to

hear any disputes. If You live in Scotland, you or we can also bring legal proceedings in respect of the Agreement in the Scottish courts. If You live in Northern Ireland you or we can also bring proceedings in respect of the Agreement in either the Northern Irish or the English courts.

- 21.7.2. English law will also apply to the establishment of relations with you before the conclusion of this Agreement. The information and terms and all communications relating to the Agreement shall be in English.

## Appendix 1

### CANCELLATION FORM

*[Complete, detach and return this form only if you wish to withdraw from the agreement]*

*[Items in square brackets to be modified/amended as appropriate. All text in italics is for informational purposes only and should be deleted prior to submission. All square brackets should be deleted prior to submission.]*

To Dash Rides Limited: Unit W02, 222 Kensal Road, London, W10 5BN.

Telephone +44 20 3488 5638, e-mail [cancellations@dashrides.com](mailto:cancellations@dashrides.com).

I hereby give notice that I cancel my contract for the hire of shared bicycles and/or e-bicycles accessed via the DASH Flex:

[Activated on] [Date],

[Name of consumer(s)],

[Address of consumer(s)],

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[Signature of consumer(s)]

(only if this form is notified on paper),

[Date]