
Hire Agreement Regulated by the Consumer Credit Act 1974

Contract Details

Parties to the Hire Agreement:

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

Key Financial Information

The Equipment

Your Product Choice	1
Replacement value	£X

OR

Any voucher code issued by DASH as consideration for the above.

OR

Any subsequent products exchanged with the Vendor as consideration for the above.

Hire Payments

X monthly payments as detailed within your DASH Account under the Agreement Number of this Agreement, payable, where possible, by way of gross deduction from Your Salary ("Salary Sacrifice") by Your Employer The Lost Boys Limited under its Cycle to Work Scheme.

If an Acceleration Event occurs (including where You cease to be employed by the Employer while this Agreement is in force), any remaining unpaid Hire Payments may become immediately due and payable and may, where lawful and practicable, be satisfied by an increased reduction to Your gross Salary entitlement from any Final Salary Payment made to You (see "Other Payments" below and clauses 5, 10 and 11 of the Terms).

The commencement of payments will coincide with Your subsequent monthly Salary payment following the effective date of this Agreement.

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, 10.4 and 11.2.

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

Other Payments

If this Agreement ends because You cease to be an employee of the Employer while the Agreement is in force, or if this Agreement otherwise ends early in the circumstances described in the Terms, You may be required to pay Accelerated Hire Payments.

Where lawful and practicable, the Employer may satisfy the Accelerated Hire Payments by reducing Your gross Salary entitlement from any Final Salary Payment made to You (subject always to National Minimum Wage / National Living Wage requirements). If this is not lawful or practicable, the Employer may recover the Accelerated Hire Payments (or any balance) by net deduction from Your Salary and/or require You to make payment by other means.

You may also be charged pro-rata Standard Monthly Hire Payments if You do not return the Equipment at the end of the Hire Period.

The Employer is entitled, where lawful and practicable, to satisfy any outstanding Hire Payments (including any Accelerated Hire Payments) by reducing Your gross Salary entitlement from Salary payments made to You, subject always to National Minimum Wage / National Living Wage requirements. If this is not lawful or practicable, the Employer is entitled to recover the outstanding amounts (or any balance) by net deduction from Your Salary pay or require You to settle the outstanding liabilities by some other means.

You are strongly advised to obtain (at your own cost) relevant insurance policies for the Equipment to cover the Replacement Value of the Equipment. The relevant insurer should also be informed of DASH's ownership of the Equipment.

Variable payments

In certain circumstances, you may be liable to pay changed hire rates. Where this happens, you will be sent any notice required by law.

Duration of Hire

The Hire Duration shall commence upon the date of Delivery and shall thereafter continue for a period of X months ("Hire Period").

Other Information

You may have to pay compensation if the Equipment is damaged or is lost or stolen, or you do not look after it properly or misuse it - see clause 7 of the Terms.

If you break the agreement, you must pay the reasonable costs of enforcing it, including any reasonable legal costs of removing the Equipment and any reasonable legal costs (including any legal costs in any court proceedings) to repossess the Equipment - see clause 7.3 of the Terms).

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.

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.



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) or by emailing us at cancellations@dashrides.com or contacting us by post or telephone using the contact details in clause 1.5 of the Terms. You can use the cancellation form in Appendix 1 to do this but You do not have to do so.

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.

Standard Monthly Hire Payments	£X
Value of Employer Subsidisation	£X
Hire Payments	£X

Salary Sacrifice Savings Guide

The following table illustrates the gross Salary Sacrifice payment and the potential maximum savings for participants who pay the tax rate You have inputted, where Salary Sacrifice is available, for the Monthly Hire Payment as per the “Hire Payments” section above. 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 (as per "Hire Payments" section)	£X
Income Tax Saving	£X
Your National Insurance Contribution (NIC) Saving	£X
Net Monthly Salary Reduction	£X
Net total 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 Equipment 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 Equipment to You and facilitates the operation of the Cycle to Work Scheme by Your Employer.
- 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 uses of the Equipment, for instance, leisure 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 both the definition of qualifying journeys and the permissible ratio of work and non-work-related journeys.
- 1.4. Where You intend to benefit from Salary Sacrifice, this Hire Agreement records that Your Employer operates a salary sacrifice arrangement in respect of the Hire Payments. It also sets out the basis on which You agree that (where lawful and practicable) Your gross Salary entitlement may be reduced by the Employer in return for the non-cash benefit of hiring the Equipment (the "Salary Sacrifice"). This includes Your agreement that, if this Agreement ends early in the circumstances described in these Terms (including where You cease to be employed by the Employer), any remaining unpaid Hire Payments may become immediately due ("Accelerated Hire Payments") and may, where lawful and practicable, be satisfied by an increased reduction to Your gross Salary entitlement from any Final Salary Payment made to You, subject always to National Minimum Wage / National Living Wage requirements.
- 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, reminding You to consider insurance, providing You with the Equipment and making You aware of a range of additional services/benefits provided by DASH and its partners or affiliates. If DASH has to contact You, it will do so via the DASH Website, or by telephone or by writing to You or 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 4482 or by writing to DASH at info@dashrides.com or using the postal address given in clause 1.2.

1.6. Definitions and Interpretation

Acceleration Event

any event or circumstance in which this Agreement ends early and/or the remaining unpaid Hire Payments become immediately due under these Terms, including (without limitation): (i) the end of Your employment with the Employer prior to the conclusion of the Hire Period; (ii) termination by You under clause 13; (iii) termination by DASH under

clause 14; and/or (iv) where You do not return to work after a period of absence and/or this Agreement ends as contemplated by clause 10.5.

Accelerated Hire Payments

the sum of the remaining unpaid Hire Payments (and any Accrued Fees, if applicable) that would otherwise have fallen due during the remainder of the Hire Period.

Account

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

Actual Delivery Date

the date on which Delivery takes place, which shall include collection by You.

Agreement (or Hire Agreement or Consumer Hire Agreement)

this agreement consisting of the Contract Details, the Key Financial Information, the Other Information and these Terms and Conditions.

Applicable Law

any law, statute, ordinance, rule, regulation, order or determination of any governmental or regulatory authority or any requirement of any official body (including Her Majesty's Revenue and Customs or any other taxation authority) which is binding on a party including FSMA and FCA Rules.

Confirmation Email

the Consumer Hire Agreement confirmation email sent via DASH as set out in clause 3.6.

DASH Website

DASH's website, with the domain name www.dashrides.com.

Delivery

delivery of the Equipment at the Delivery Address, which may include Your collection of the

Equipment. This definition shall also apply to any reference to 'Deliver'.

Delivery Address	the address inputted in Your Sign-up Application.
Employee(s)	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.
Employer	the organisation or company detailed under 'Hire Payments' in 'Key Financial Information' above or any of its Group Companies (or equivalent) as applicable.
Equipment	the items of equipment listed under 'Key Financial Information' above and any/all related accessories, manuals and instructions provided for it.
FCA Rules	the Handbook of Rules and Guidance of the Financial Conduct Authority.
Final Salary Payment	any Salary payment (including any payment in lieu of notice to the extent it is treated as Salary for payroll purposes, holiday pay, bonus, commission or other Salary amounts) payable to You by the Employer in respect of your employment, including any such payment made or processed after the end of Your employment.
FSMA	the Financial Services and Markets Act 2000.

Group Company	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.
Hire Agreement	this agreement between DASH and You in relation to the Equipment hire.
Hire Duration	the period for which this Agreement remains in force as set out in clause 4.
Hire Payments	the payments due in return for the hire of the Equipment as set out in the Key Financial Information and clause 5 of these Terms, and includes any Accelerated Hire Payments where they become due under these Terms.
Hire Period	the period for which you hire the Equipment as set out above under 'Duration of Hire' in 'Key Financial Information'
Provider	the provider of the Equipment as selected by DASH.
Replacement Value	the Replacement Value of the Equipment, as set out in the Contract Details.
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 operated by the Employer in return for the non-cash benefit of hiring the Equipment, as set out in the Key Financial Information and clauses 1.4 and 5, and (where applicable) includes any increased reduction to Your gross Salary entitlement from any Final Salary Payment to satisfy Accelerated Hire Payments, subject always to National Minimum Wage / National Living Wage requirements.

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, as set out in clause 4.

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.

Your Account Your Account on the DASH Website.

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

Your Sign-up Application the questionnaire 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 agreement 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 the exemptions referred to in clause 2.1 in respect of any Hire Payments satisfied by Salary Sacrifice, 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. in respect of each pay reference period for which a Salary Sacrifice reduction is operated under this Agreement, be employed by the Employer for some or all of that pay reference period and be in receipt of sufficient Salary in respect of that pay reference period such that Salary Sacrifice can lawfully be operated (including without breaching National Minimum Wage / National Living Wage requirements); 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. If You cease to meet the eligibility requirements in clause 2.2, or if Applicable Law or HMRC practice changes such that Salary Sacrifice cannot lawfully or practicably be operated for some or all Hire Payments, then Salary Sacrifice may not be available for the relevant payments. In those circumstances, the Employer may be required to recover the relevant amounts by net deduction and/or require You to make payment by other means, and the Employer will operate PAYE and National Insurance in accordance with Applicable Law.
- 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 the Equipment

- 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 when 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.
- 3.8. Once the Consumer Hire Agreement has come into existence, DASH will notify the Provider such that they can arrange for the fulfilment and Delivery of the Equipment.

4. Hire Duration

- 4.1. You must select a Hire Period when submitting Your Sign-up-Application.
- 4.2. By entering into this Hire Agreement, You agree to the Hire Period You selected in Your Sign-up Application and set out under 'Duration of Hire' in the Key Financial Information above, which will commence on the Actual Delivery Date (the Hire Duration).
- 4.3. At the end of the Term howsoever the Agreement is terminated or ended, We will contact You to explain what options are available relating to the Equipment, which may include Your buying of the Equipment or continuing to use it on such basis as we shall agree. For the avoidance of doubt, You shall be liable for the Equipment under the Terms of this Agreement until any new agreement exists between You and DASH, or until the Equipment is safely returned to DASH in accordance with any instructions given to You by DASH. If having failed to reach a new agreement, You do not return the Equipment to DASH without delay, You may be charged additional pro-rata Hire Payments until the Equipment is received by DASH.

5. Price and payment for Equipment

- 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 take 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 pay the Hire Payments. Where lawful and practicable, the Hire Payments will be satisfied by Salary Sacrifice. If an Acceleration Event occurs and Accelerated Hire Payments become due, You agree that, where lawful and practicable, the Employer may satisfy the Accelerated Hire Payments by an increased Salary Sacrifice reduction from any Final Salary Payment made to You, subject always to National Minimum Wage / National Living Wage requirements. 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. 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 appropriate).
- 5.5. In the event that, at any point during the Term, Your Salary falls to a level that would mean that, should any Hire Payment (including any accelerated amount) be satisfied by Salary Sacrifice, Your pay would fall below the National Minimum Wage or National Living Wage (as appropriate), Your Employer must suspend the operation of Salary Sacrifice for the relevant amount(s). In that event, the Employer may recover the relevant Hire Payment(s) by net deduction from Your Salary or from any other amounts owed to You or demand You make payment by other means (meaning that the relevant payment(s) would not be satisfied via Salary Sacrifice). You should discuss this with your Employer if notified of it.

- 5.6. 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.
- 5.7. Prices are inclusive of VAT (where applicable). If the VAT rate changes, Monthly Hire Payments will be adjusted accordingly, with any notice required by law.

6. Delivery of the Equipment

- 6.1. The costs of Delivery will be as specified under Key Financial Information - Other Payments above.
- 6.2. The Provider will contact you with details of Delivery and notify you of Delivery updates via email where possible. This may include providing you with tracking information.
- 6.3. If the supply of the Equipment is delayed by an event outside of DASH's or the Provider's control then You will be contacted as soon as possible to let You know. DASH or the Provider as appropriate will take steps to minimise the effect of the delay. Provided DASH or the Provider does this (and subject to Applicable Law) neither will be liable for delays caused by the event, but if there is a risk of substantial delay You may contact DASH by using the contact details in Your DASH Account, to understand the options available to You..
- 6.4. The Provider, its representatives or nominated courier shall deliver the Equipment to the Delivery Address detailed in Your Sign-up Application. Upon Delivery, You (in the event that the Delivery Address is not the Employer's address) or the Employer (in the event that the Delivery Address is the Employer's address) may be asked to sign a confirmation of delivery receipt which will acknowledge the safe receipt of the Equipment. You may also be required to present photographic identification at this time.
- 6.5. If You do not permit access to the Delivery Address (in the event that the Delivery Address is not the Employer's address) as arranged (and You do not have a good reason for this) DASH may charge the Employer and in turn the Employer may charge You additional costs incurred by DASH as a result. If, despite DASH's or the Provider's reasonable efforts, it has not been possible to contact You or re-arrange access to Your Delivery Address then DASH may end the Hire Agreement.
- 6.6. The Equipment will be Your responsibility from the time the Provider, its representatives or nominated courier delivers the Equipment to the Delivery Address.

7. Your responsibilities

7.1. During the Term:

- 7.1.1. the Equipment remains the property of DASH and You may not sell, transfer, charge or gain profit from it;
- 7.1.2. You must comply with all lawful instructions from DASH relating to the Equipment or this Agreement. This includes providing DASH with any serial numbers of the Equipment upon request. If you fail to do so, DASH may exercise its termination rights under clause 14.1.2;
- 7.1.3. the Equipment must remain within Your sole possession and mainly be used for qualifying journeys (where you intend to benefit from Salary Sacrifice);
- 7.1.4. You will be responsible for any loss or damage to the Equipment (other than as a result of defective Equipment or other breach of Applicable Law by DASH) upon Delivery of the Equipment;
- 7.1.5. You must maintain the Equipment in accordance with any maintenance instructions provided by DASH or the Provider;
- 7.1.6. You must without delay notify DASH of any loss, accident, or damage to the Equipment.
- 7.1.7. If You discover any defect with the Equipment, You should notify us of this as soon as possible after becoming aware of it. Where we are in breach of our obligations to You, we will (in conjunction with the Provider) work with You in trying to put things right;
- 7.1.8. You must ensure that the Equipment is operated safely, in a suitable environment, for the purposes for which it is designed, is not altered and in accordance with any instructions provided by DASH or the Provider and is used in accordance with the law; and
- 7.1.9. If you break this Agreement, you must reimburse DASH for the reasonable costs of enforcing it, including any reasonable costs of removing the Equipment and any reasonable legal costs (including any legal costs in any court proceedings) to repossess the Equipment.

8. Maintenance Services

- 8.1. You agree that in line with Cycle to Work Scheme guidance and subject to Your rights under Applicable Law, You shall bear the sole responsibility for the maintenance and/or repair of the Equipment.

9. Lost or stolen equipment

- 9.1. You shall bear the entire risk in relation to the Equipment being lost, stolen or damaged at any point during the Term (following Delivery).
- 9.2. If the Equipment becomes unusable by You as a result of any of the events referred to in clause 9.1, subject to Your rights under Applicable Law, You will remain liable to pay the Hire Payments for the remainder of the Hire Period. Where lawful and practicable, those Hire Payments will continue to be satisfied by Salary Sacrifice. If Salary Sacrifice cannot lawfully or practicably be operated for any such payment(s), they may be recovered by net deduction and/or direct payment by other means.
- 9.3. You are strongly advised to consider whether you require relevant insurance policies for the Equipment (at your own cost). Where you deem such insurance necessary, you shall ensure as a minimum the cover meets the Replacement Value of the Equipment. The relevant insurer should also be informed of DASH's ownership of the Equipment.

10. Absence from work

- 10.1. Your monthly hire fees will continue to accrue throughout any periods of absence from work ("Accrued Fees").
- 10.2. Your Hire Payments will not be suspended as a result of your absence from work unless:
- 10.2.1. Your Employer elects not to demand payment by other means in line with clause 5.5; and
- 10.2.2. Either of the below is true:
- 10.2.2.1. Salary Sacrifice is not available (i.e. You are receiving statutory sick pay or maternity pay); or

- 10.2.2.2. 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.
- 10.3. In the event Your Hire Payments have been suspended in line with clause 10.2, 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).
- 10.4. 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 (or if an Acceleration Event occurs and Accelerated Hire Payments become due), the Employer may, where lawful and practicable, satisfy the outstanding amount by reducing Your gross Salary entitlement from Salary payments made to You (including any Final Salary Payment) (subject always to National Minimum Wage / National Living Wage requirements). If this is not lawful or practicable, the Employer may recover the outstanding amount (or any balance) from Your net Salary or from any other amounts owed to You or demand You make payment by other means.
- 10.5. 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. If, as a result, this Agreement ends early, that may constitute an Acceleration Event and Accelerated Hire Payments may become due in accordance with clause 11 (as applicable).

11. End of employment

- 11.1. If Your employment with the Employer ends prior to the conclusion of the Hire Period, We will be entitled to end this Agreement in accordance with Applicable Law, and the end of Your employment will constitute an Acceleration Event for the purposes of these Terms.
- 11.2. In the event that the Agreement is ended in accordance with clause 11.1, any remaining unpaid Hire Payments (and any Accrued Fees, if applicable) will become immediately due as Accelerated Hire Payments. Where lawful and practicable, the Employer may satisfy the Accelerated Hire Payments by reducing Your gross Salary entitlement from any Final Salary Payment made to You, subject always to National Minimum Wage / National Living Wage requirements. If this is not lawful or practicable, the Employer may recover the Accelerated

Hire Payments (or any balance) by net deduction from Your Salary and/or require You to make payment by other means. DASH will contact You at this time to explain Your options in relation to the Equipment.

12. Employee's cancellation rights

12.1. You may cancel this Agreement:

12.1.1. within 14 calendar days from the date You receive the executed copy of this Agreement under the Consumer Credit Act 1974; or if later

12.1.2. within 14 calendar days beginning with the day after the Agreement is entered into under the Consumer Contracts Regulations 2013.

12.2. Cancellation must be in writing to DASH. You can do this by; following the appropriate steps within Your DASH Account (which is the easiest way of doing it), or by contacting us by post using the contact details in clause 1.5 of the Terms. You can use the cancellation form in Appendix 1 to do this but You do not have to do so.

12.3. To cancel this Agreement where You have already accepted Delivery of the Equipment, the Equipment must be returned to the Provider in a condition such that it can be resold 'as new'. In the event that upon return of the Equipment this is not the case, DASH and/or the provider shall have the right to refuse the cancellation or reduce the value of any refund offered. If you are unclear about Your rights under this clause, You should contact DASH for clarification using the contact details in clause 1.5 of the Terms.

12.4. You may be charged for a proportionate amount of the hire up to the time we receive Your notice of cancellation.

12.5. If You cancel the agreement, You may be charged for the reasonable costs of collecting or returning the Equipment.

13. Your termination rights

13.1. In the event that You no longer have the right to cancel (because the cancellation periods in clause 12.1 have expired), You may still be able to end the Hire Agreement. If You want to do so, You must provide DASH with one month's written notice of Your intention to terminate. You can do this by; following the appropriate steps within Your DASH Account.

13.2. In the event that You terminate this Agreement in accordance with clause 13.1 and there are any outstanding Hire Payments due, an Acceleration Event will occur and any remaining unpaid Hire Payments (and any Accrued Fees, if applicable) will become immediately due as Accelerated Hire Payments. The Employer may recover the Accelerated Hire Payments in accordance with clause 11.2.

13.3. DASH will contact You at this time to explain Your options in relation to the Equipment.

14. DASH's termination rights

14.1. DASH may end this Agreement by giving you written notice in accordance with Applicable Law if:

14.1.1. You are bankrupt or insolvent;

14.1.2. You are in breach of this Agreement in a way which we reasonably consider to be serious; or

14.1.3. You move outside the United Kingdom.

14.2. 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 19.1.1.

14.3. In the event this Agreement is ended for any reason and there are outstanding Hire Payments due under the Agreement, an Acceleration Event will occur and any remaining unpaid Hire Payments (and any Accrued Fees, if applicable) will become immediately due as Accelerated Hire Payments. The Employer may recover the Accelerated Hire Payments in accordance with clause 11.2.

15. DASH's responsibility for loss or damage suffered by You

15.1. 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.

15.2. 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.

16. Data protection

16.1. By entering into this Hire Agreement, You are authorising DASH and your Employer to share Your personal data with each other for the purpose of providing the Equipment and any necessary ancillary services. DASH and Your Employer shall at all times comply with the relevant data protection legislation, including but not limited to, the UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419UK; the Data Protection Act 2018 and the Privacy and Electronic Communications Directive 2(EC Directive) 2003 as well as all applicable codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator and/or relevant industry body or supervisory authority.

16.2. You are also authorising DASH and the Provider to share Your personal data with each other for the purpose of providing the Equipment and any necessary ancillary services. You also grant DASH and the Provider 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.

16.3. In addition, You can view DASH's privacy policy [here](#) for information on how they use personal data.

17. Complaints and regulatory details

- 17.1. 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.
- 17.2. 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 4482 or write to DASH at info@dashrides.com.
- 17.3. 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.

18. Changes to this Agreement

- 18.1. This Agreement may be changed by written notice to you in accordance with any Applicable Law:
- 18.1.1. To reflect changes in Applicable Law;
- 18.1.2. To implement minor technical adjustments and improvements;
- 18.1.3. 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;
- 18.1.4. To change the hire charges where the DASH reasonably considers it necessary to cover any increased cost or risk of hiring the Equipment to you.

19. Other important terms

19.1. DASH's contract with Your Employer

- 19.1.1. 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:

19.1.1.1. DASH may in its absolute discretion give you an opportunity to continue to hire 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.

19.1.1.2. DASH may in its absolute discretion give you an opportunity to buy the Equipment (but this may have tax implications for You which You may wish to consider); but

19.1.1.3. If You do not agree to any alternative, as it may be offered, as referred to in clauses 19.1.1.1. or 19.1.1.2, then the Hire Agreement will be ended.

19.2. Assignment and delegation

19.2.1. Subject to clause 19.2.2, the parties to this Hire Agreement may not otherwise assign, transfer or charge any of their rights or obligations under this Hire Agreement.

19.2.2. 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.

19.3. Entire agreement

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

19.4. Variation

Subject to clause 18.1, these Terms may not be amended unless any changes are recorded in writing and agreed by both parties (or their authorised representatives).

19.5. Third-party rights

Unless it expressly states otherwise (including in clause 18.1.3) 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.

19.6. 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.

19.7. Governing law and jurisdiction

19.7.1. 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.

19.7.2. 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 modified/amended as appropriate. 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 4482, e-mail cancellations@dashrides.com.

I hereby give notice that I cancel my contract for the hire of the following equipment:

[List equipment],

[Ordered on/received on] [Date],

[Name of consumer(s)],

[Address of consumer(s)],

[Signature of consumer(s)]

(only if this form is notified on paper),

[Date]