
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

The product selected, as detailed in the table below, together with any accompanying safety or security-related equipment (including, but not limited to, a helmet and a Sold Secure Gold-rated lock), with a total replacement value as shown.

Your Bike Choice	1
Your Helmet Choice	1
Replacement value	£X

Hire Payments

X monthly payment(s) as detailed in the table below, 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. The payments will commence upon Your first monthly Salary payment following Delivery of the Equipment.

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, 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

You must pay the cost of Delivery of the Equipment which is £X. This shall be added to the first monthly payment as detailed above and payable by way of Salary Sacrifice where possible. There may be a further charge for Delivery under clause 6.5 of the Terms if you do not accept Delivery at the agreed time. You may also have to pay the reasonable costs of collection or return of the Equipment (representative amount £X) if you cancel the agreement (see under 'Your Right to Cancel' below).

You may be required to pay Accelerated Hire Payments 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 Accelerated Hire Payments 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. Accelerated Hire Payments are calculated as the lower of a) the Standard Monthly Hire Payments multiplied by the number of months left until the end of the Minimum Hire Period; and b) £150. Where lawful and practicable, the Employer is entitled to satisfy any outstanding amounts due under this Agreement (including any Accelerated Hire Payments and/or any outstanding Hire Payments) by reducing Your gross Salary entitlement from Salary payments payable 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 is entitled to recover the outstanding amounts (or any balance) by net deduction from Your Salary pay and/or require You to settle the outstanding liabilities by other means.

DASH has procured insurance in relation to the use of the Equipment, provided by a third party, as set out in DASH's insurance policy document which is available on request (please note this does not apply to Bike Share agreements). This insurance contains some cover for the risk of loss, theft, damage or destruction to the Equipment which may be to Your benefit. You are advised to consider whether such insurance is sufficient and appropriate for Your circumstances and to obtain appropriate insurance (at your own cost) to cover the Replacement Value of the Equipment where You deem necessary. 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. 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 date of Delivery 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

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.

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.

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 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 have indicated that You wish the hire of the Equipment (i.e. Delivery) to start before the end of the cancellation period. If You change Your mind and wish to cancel, you may become liable to pay certain costs and expenses as detailed in clause 12.4 of the Terms.

If You cancel, you may also be charged for the reasonable costs of return or collection of the Equipment – see above under ‘Other Payments’.

If You cancel this Hire Agreement and a Salary reduction has been applied under the Hire Agreement, the Employer will include the pro-rata value of the sum of any Salary reductions made in Your gross Salary for which you have not received the benefit of this Hire Agreement at the next date Your Salary is due to be paid or within 14 days of receiving Your cancellation notice, whichever is earlier.

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.

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 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 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.

1.1.1. Where this Agreement is for Bike Share, each time You access a bicycle/e-bicycle from the Bike Share Provider, DASH hires the Goods from the provider and on-hires them to You for the Trip Period. Delivery and return of those Goods occur through the provider's systems, acting as DASH's delivery/return agent. The provider's rules about unlocking, use, and return apply in addition to this Agreement.

- 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 both 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. This includes Your agreement that, where this Agreement ends before the end of the Minimum Hire Period in the circumstances set out in these Terms (including where Your employment ends or where You terminate on notice expiring before the end of the Minimum Hire Period), additional amounts may become due as Accelerated Hire Payments, and (where lawful and practicable) those Accelerated Hire Payments may be satisfied by an increased reduction to 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.
- 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 which The Employer has already agreed with DASH (i.e. repairs and maintenance of the Equipment). If DASH has to contact You, it will do so via the DASH Website, or 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 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

Accelerated Hire Payments	the amount payable to the Employer on the early ending of this Agreement before the end of the Minimum Hire Period in the circumstances described in these Terms, calculated as the lower of: (a) the Standard Monthly Hire Payments multiplied by the number of months left until the end of the Minimum Hire Period; and (b) £150, as further set out in clauses 4.3, 10.5, 11.2, 13.1 and 13.2.
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.
Agreed Maintenance Location	a location as specified by DASH from time to time for the purposes set out in clause 8. Such location may include Your residence, place of work or the premises of a DASH subcontractor.
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.

Bike Share	a service with a named third-party operator (the Bike Share Provider) under which You are granted shared, trip-by-trip access to that provider's fleet of bicycles and/or e-bicycles under the provider's own terms. For the purposes of this Agreement, in a Bike Share arrangement, the Goods are the bicycles/e-bicycles supplied by the named Bike Share Provider to You on a trip-by-trip basis and which DASH hires and on-hires to You during each Trip Period (see clause 7.5).
Bike Share Provider	the named third-party operator listed in the Key Financial Information for a Bike Share arrangement.
Confirmation Email	the Consumer Hire Agreement confirmation email sent via DASH as set out in clause 3.6.
Consumer Contracts Regulations 2013	the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
DASH Website	DASH's website, with the domain name www.dashrides.com .
Delivery	delivery of the Equipment to the Delivery Address, which may include Your collection of the Equipment. In the case of a Bike Share agreement, Delivery means the communication of a voucher or confirmation that Your agreement is live. 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 as applicable.
Equipment	the items of equipment listed under 'Key Financial Information' above and all related accessories, manuals and instructions provided for it.
Extended Hire Periods	any extended periods beyond the Minimum Hire Period, as set out in clause 4.
Fair Wear and Tear	the normal and reasonable deterioration of the Equipment from proper use in accordance with the manufacturer's instructions; it excludes damage caused by misuse, neglect, accident, unauthorised modification or failure to follow care instructions.
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.

First Visit	has the meaning given to it in clause 8.4.2
FSMA	the Financial Services and Markets Act 2000.
Good Working Order	operating in accordance with the applicable operating manual for the Equipment and in accordance with Applicable Law.
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 Duration	the period for which this Agreement remains in force including any Extended Hire Periods 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, including any Delivery cost stated in the Key Financial Information as being added to the first monthly payment, and includes any Accelerated Hire Payments where they become due under these Terms.
Maintenance Services	the services to be provided in accordance with clause 8, excluding Bike Share agreements.
Minimum Hire Period	the minimum period for which you hire the Equipment as set out above under 'Duration of Hire' in 'Key Financial Information'.

Replacement Value			the replacement value of the Equipment, as set out in the Contract Details.
Retail Prices Index (or 'RPI')			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 to be reasonably appropriate to DASH if the RPI is no longer published).
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.
Second Visit			has the meaning given to it in clause 8.5.
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.
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 Period	the period beginning when the Bike Share Provider makes a bicycle/e-bicycle available to You (unlock/start) and ending when it is returned in accordance with the provider’s rules (lock/end), as confirmed by the provider’s system.
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 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 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 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 Actual Delivery Date (the Hire Duration).
- 4.3. 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)) but if it does so either party can terminate this Agreement on one month's written notice. No Accelerated Hire Payments shall be payable if either You or We end the Agreement by one month's notice during any Extended Hire Period after the Minimum Hire Period has expired.
- 4.4. At the end of the Term, howsoever the Agreement is terminated or ended:
- 4.4.1. Subscription arrangements: You shall return the Equipment to DASH without delay in accordance with DASH's instructions. If You do not return the Equipment, the monthly hire fee for the Hire Duration or the Extended Hire Period will remain payable until the Equipment is received.
- 4.4.2. Bike Share arrangements: No separate return to DASH is required. Your bike-share access will be disabled, and any amounts due to the Bike Share Provider in respect of Your final Trip Period(s) remain payable.
- 4.5. Pricing changes may apply to any Extended Hire Periods (however they occur) as indicated on the DASH Website at the time.
- 4.6. On return, the Equipment must be in good working order, Fair Wear and Tear excepted, with all originally supplied items (for example, chargers/keys). We may charge reasonable cleaning/repair or missing-items costs (a £20 de minimis applies so minor scuffs are ignored).

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 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 a time as they have been received by DASH. Where Accelerated Hire Payments become due under these Terms, You agree that, where lawful and practicable, the Employer may satisfy the Accelerated Hire Payments by reducing Your gross Salary entitlement from Salary payments made to You (including from 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 Accelerated Hire Payments (or any balance) by net deduction from Your Salary or from any other amounts owed to You or demand You make payment by other means.
- 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, either Salary Sacrifice is not applicable or Your Salary falls to a level that would mean that, should the relevant amount be satisfied by Salary Sacrifice, Your Salary would fall below the National Minimum Wage or National Living Wage (as appropriate to You), Your Employer must suspend satisfaction of the relevant amount via Salary Sacrifice. In those circumstances, the Employer may recover the relevant amount (or any balance) by net deduction from Your Salary or from any other amounts owed to You or demand You make payment by other means. 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 and returning the Equipment).
- 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. DASH will contact you with an estimated Delivery date and notify you of Delivery updates via email.
- 6.3. If the supply of the Equipment is delayed by an event outside of DASH's control then You will be contacted as soon as possible to let You know. DASH will take steps to minimise the effect of the delay. Provided DASH does this (and subject to Applicable Law) it will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact DASH by using the details in Your Dash Account, emailing cancellations@dashrides.com (or by using any of the other contact details in 'Your Right to Cancel' above) and quoting Your Hire Agreement number to end the Consumer Hire Agreement and receive a refund for any Equipment You have paid for but not received.
- 6.4. DASH, 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) will 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 allow DASH 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 reasonable efforts, DASH is unable 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 DASH, its representatives or nominated courier delivers the Equipment to the Delivery Address.
- 6.7. If the Bike Share Provider ceases operations or materially withdraws coverage in Your area, DASH may propose a replacement named provider on equivalent commercial terms. If You do not accept within 14 days, You may terminate the Bike Share arrangement on notice effective at 23:59 on the last calendar day of that month, with no Accelerated Hire Payment.
- 6.8. Availability of bikes, locations and docking points is the responsibility of the Bike Share Provider and is not guaranteed in any geography or at any time.

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. the Equipment must remain within Your sole possession and mainly be used for qualifying journeys;
 - 7.1.3. 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.
 - 7.1.4. You must maintain the Equipment in accordance with any maintenance instructions provided by DASH;
 - 7.1.5. You must without delay notify DASH of any loss, accident, damage to or defect in the Equipment and allow any examinations and maintenance and repairs work being

carried out by DASH or its representatives provided that reasonable notice is given of these and they are arranged for a reasonable time;

- 7.1.6. 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 and is used in accordance with the law; and
- 7.1.7. You must permit DASH and/or any of its representatives to inspect the Equipment at the Agreed Maintenance Location at reasonable times.
- 7.1.8. You must ride lawfully, follow the Highway Code, and comply with any safety requirements of the Bike Share Provider. You are responsible for any penalties or fines arising from Your use.
- 7.2. You must compensate DASH for any costs, losses or expenses it suffers because of Your breach of this Agreement.
- 7.3. If You break this Agreement, You must reimburse DASH for the reasonable costs of enforcing it, including reasonable legal costs. For Bike Share arrangements, there is no separate DASH repossession process because Delivery and Return occur via the Bike Share Provider's system. For Subscription arrangements involving physical Equipment delivered to You, DASH may recover and/or arrange for the return of the Equipment.
- 7.4. During each Trip Period, You are responsible for the care of the Goods and compliance with the Bike Share Provider's rules (including return, parking, and any applicable fees). Any provider-imposed charges for damage, loss, late return or improper parking during the Trip Period are Your responsibility and may be recovered by DASH or the Employer under clause 5.5 or otherwise.
- 7.5. Nothing in this clause 7 shall affect your rights under Applicable Law.

8. Maintenance Services

- 8.1. Where the Equipment does not relate to Bike Share, we will provide or arrange Maintenance Services for the Equipment. These will not affect Your statutory rights as described in clause 15.2.
- 8.2. The Maintenance Services we will provide or arrange are:

- 8.2.1. on an annual basis or as otherwise directed by DASH, testing that the Equipment is functional;
 - 8.2.2. making any adjustments as are required to ensure the Equipment remains in Good Working Order; and
 - 8.2.3. replacing any Equipment parts that require replacing;
- in relation to the cycle that You hire.
- 8.3. It is Your responsibility to contact us to arrange the annual testing of the cycle. This will normally be due around 12 months after the execution of the Consumer Hire Agreement but it may be more frequent.
 - 8.4. Subject to this clause 8, we will use all reasonable endeavours to remedy, free of charge, any material problem with the Equipment which manifests itself during the Term, provided that:
 - 8.4.1. You notify DASH of the problem in writing within 10 Business Days of the problem occurring; and
 - 8.4.2. DASH and/or its maintenance partners are permitted to make a full examination of the cycle at the Agreed Maintenance Location, within 10 Business Days of receiving a notification of an issue under clause 8.1.1 (First Visit);
 - 8.5. Subject to clauses 8.1 to 8.4 inclusive, if DASH or its subcontractors discover that the cycle is not in Good Working Order or is in need of repair during the course of providing the Maintenance Services, DASH's representative will use all reasonable endeavours to repair it on the First Visit. If that is not reasonably practicable (or it is not reasonably practicable to do so during Business Hours, where the Agreed Maintenance Location is the Employer's address) DASH's representative shall either arrange for a further visit ("Second Visit") (within Business Hours if applicable) to complete the repair and/or remove or arrange for the removal of the cycle (or part of the cycle, if applicable) for repair at an alternative location.
 - 8.6. Subject to the provisions of clauses 8.1 to 8.5 inclusive, in the event that DASH is unable to repair the cycle, it will endeavour to provide similar replacement equipment.
 - 8.7. If the reason the Equipment is not in Good Working order or in need of repair arises from any misuse, neglect, alteration, mishandling, unreasonable use or unauthorised manipulation by You or any person other than the authorised personnel of DASH or our maintenance

partner, we may require You to pay for all or some of the work required to repair the Equipment or put it back in Good Working Order.

- 8.8. For the avoidance of doubt, the repair of punctures to cycles is not included within the scope of DASH's Maintenance Services.
- 8.9. DASH shall not be liable for any delay in providing the relevant Maintenance Services (or any of them) if in DASH's reasonable opinion it needs to remove the Equipment (or part of the Equipment, if applicable) for repair at an alternative location and You unreasonably refuse this request.
- 8.10. You shall ensure that DASH's representatives have full and free access to the Agreed Maintenance Location and to the Equipment and to any records of its use kept by You and shall provide them with adequate and safe working space and facilities as are reasonably required from time to time. Where the Agreed Maintenance Location is the Employer's address, we shall require this of the Employer.

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, You will remain liable to continue making the Hire Payments for the remainder of the Term.
- 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.
- 9.4. DASH has procured insurance in relation to the use of the Equipment, provided by a third party, as set out in DASH's insurance policy document which is available on request. This insurance contains some cover for the risk of loss, theft, damage or destruction to the Equipment which may be to Your benefit. It is therefore highly recommended that you review DASH's insurance policy document and adhere to the terms and conditions set out in it. The exact coverage provided by this insurance is subject to change at the reasonable discretion of DASH or as necessitated by changes in market conditions and DASH will notify You of any changes. However, for the avoidance of doubt, the consequences of clause 9.1 are that, in

the event the prevailing terms of such insurance are not complied with or DASH determines (in its discretion) no claim will or can be made under DASH's insurance policy, You will (subject to Your rights under Applicable Law) remain liable for any loss, theft, damage or destruction of the Equipment in accordance with this clause 9.

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, 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 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.

- 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 this Agreement ends before the end of the Minimum Hire Period, You may also be liable to pay Accelerated Hire Payments under clause 11.

11. End of employment

- 11.1. If Your employment with the Employer ends prior to the conclusion of the Term, We will be entitled to end this Agreement in accordance with Applicable Law.
- 11.2. In the event that the Agreement is ended in accordance with clause 11.1, if there are any outstanding amounts due under this Agreement (including any outstanding Hire Payments and/or any Accrued Fees and/or any Accelerated Hire Payments), You must immediately return the Equipment to DASH. Where lawful and practicable, the Employer may satisfy outstanding amounts (including any Accelerated Hire Payments) by reducing Your gross Salary entitlement from Salary payments made to You (including from 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) by net deduction from Your Salary or from any other amounts owed to You or demand You make payment by other means.
- 11.3. Once DASH has received the Equipment, it will then contact You to discuss Your options.

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 this Agreement is entered into under the Consumer Contracts Regulations 2013.
- 12.2. 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 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.

- 12.3. If You cancel this Agreement and a Salary reduction has been applied to Your Salary, the Employer will include the pro-rata value of the sum of any Salary reductions made in Your gross Salary for which you have not received the benefit of this Hire Agreement at the next date Your Salary is due to be paid.
- 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 or by emailing cancellations@dashrides.com and quoting Your Hire Agreement Number. If you end the Agreement by one month's notice expiring before the end of the Minimum Hire Period, however, you must pay the Accelerated Hire Payments to Your Employer.
- 13.2. In the event that You terminate this Agreement in accordance with clause 13.1 and there are any outstanding amounts due under this Agreement (including any Accelerated Hire Payments), the Employer may charge You those outstanding amounts and recover them in accordance with clause 11.2.
- 13.3. You must immediately arrange for the return of the Equipment to DASH on termination, following any necessary steps as instructed by DASH.

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. 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.

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 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, Delivery/return logistics, payroll/Salary Sacrifice and billing, security and fraud 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 applicable ICO codes and guidance.

- 16.2. 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.
- 16.3. In addition, You can view DASH's privacy policy [here](#) for information on how we 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. 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”).

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 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.

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.

19.8. Notices and Electronic Communications

You agree that email and in-account messages are valid methods of notice under this Agreement. Notices will be sent to the email address in Your Account and are deemed received at the time of sending, unless the sender receives a bounce-back. You must keep Your contact details up to date.

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]