

Purchase Agreement between the Employer and Employee for the Provision of a Bike and Cycle Accessories under the Cycle to Work Scheme or a Public Transport Ticket under the Travel Pass Scheme.

Key Information for Employees - Read This Information Carefully

- This is a Purchase Agreement for the purchase of a Bike under the Cycle to Work scheme or a Ticket under the Travel Pass Scheme. Submit an order only if you want to be legally bound by its terms.
- This Purchase Agreement contains clauses which may affect your employment Terms and Conditions. You should read and fully understand this agreement before deciding whether to submit an order. If you are unsure of any aspect of the Purchase Agreement you should seek independent advice.
- This Purchase Agreement cannot be cancelled.
- If you default on your obligations under this Purchase Agreement (e.g., by failing to make any payments on the due dates) your Employer may recover from you reasonable legal, administrative and other costs, and expenses incurred in enforcing the Employer's rights under this Purchase Agreement.

Agreement Data

Employer Details

Employer Name

Optum Services (Ireland) Limited

Employer Address

Payment Services Dept., Block C, One Spencer Dock,,
North Wall Quay, Dublin 01, Ireland

Employee Details

Employee Name

JAYARAM MANI

Employee Work Address	C1, Spencer Dock, N Wall Quay, North Wall, Dublin
Employee Work Telephone	0899524220
Employee Work Email	jayaram.mani@optum.com
Employee ID	001309037

Order Details

Order No	106801
Employee Total	€2,050.00
Purchase period	12 months

Purchase charge per salary payment (to be paid by employee through salary sacrifice) _____

Definitions

1. **Bike to Work Ltd** is a company registered in Dublin, Ireland, No. 464697.
2. **TravelHub** refers to the service offered by Bike to Work Ltd, whereby Bike to Work Ltd facilitates the supply of Travel Pass tickets, and bikes and accessories.
3. **Cycle to Work Scheme** refers to Bicycle and Accessories supplied under the Revenue benefit-in-kind exemption for the provision of bicycles and associated safety Bicycle and Accessories by employers to directors and employees
4. **Travel Pass** refer to tickets supplied using the Revenue benefit-in-kind exemption for monthly/annual bus, train or ferry passes.
5. **Bicycle and Accessories** refers to Bike and Accessories purchased under the Cycle to Work Scheme.
6. **Partner Shop** refers to bike shops partnered with TravelHub to supply Bicycle and Accessories to the Employee.
7. **Operators** refers to public transport operators who supply monthly or annual Travel Pass Tickets for buses, trains and ferries in accordance with the Revenue guidance for the Travel Pass Scheme.
8. **Voucher Code** refers to the numerical code issued by TravelHub authorising a Partner Shop to release the Bicycle and Accessories to the Employee.
9. **Salary Sacrifice** refers to when an Employee gives up part of their salary for the Bicycle and Accessories or Travel Pass Ticket provided by the Employer.
10. **Purchase Term** refers to the period during which the Employee repays their Salary Sacrifice in accordance with a Purchase Agreement.
11. **Employer** refers to the organisation which employs the Employee who is getting the Bicycle and Accessories or Travel Pass Ticket.
12. **Employee** refers to the employee of the Employer who is getting the Bicycle and Accessories or Travel Pass.

The Agreement

1. This agreement regulates the Employee's participation in the Cycle to Work or Travel Pass Schemes under which the Employee will be provided with a Bike or Ticket, for commuting and their own private use. This Purchase Agreement sets out the terms of the arrangement and the Salary Sacrifice agreement.
2. Terms and conditions in this agreement may differ to the Employee's existing terms and conditions of employment. By submitting an order the Employee agrees that where there are differences between the terms and conditions in this agreement and the Employee's employment contract, the terms and conditions in this agreement will rank ahead of the employment contract terms and conditions.
3. The Employee agrees to enter into a Salary Sacrifice agreement for the Purchase Term. In return the Employee will be provided with a Bike or Ticket of their choice to use for commuting and their own private use. The value of the chosen Bike or Ticket and the length of the Purchase Term will determine the amount by which the Employee's gross salary is reduced each pay period.

Terms and Conditions for Bikes under the Cycle to Work Scheme

1. TravelHub, through a partner bike shop, will supply the Bike and Accessories. These goods remain the property of the employee at all times. The Employer has no responsibility for the insurance, maintenance or upkeep of said goods.
2. By signing the agreement the Employee agrees that it is their intention to use their bike to travel to work.
3. The Employee agrees to comply with the manufacturers guidance when using the goods supplied under this agreement.
4. The Employee agrees to assume full responsibility for your safety while using the goods supplied under this agreement;
5. The Employee must assume full responsibility for the maintenance and upkeep of the cycle and equipment. A warranty will be given as agreed with Bike to Work Ltd's partner shops at the time of purchase.
6. The Employee agrees that they are responsible for insuring the Bike and Accessories.
7. The Employer is not responsible for any personal accidents or injury incurred by the Employee while using the Bike and Accessories.
8. By entering into this agreement the Employee is confirming that the Bike and Accessories supplied will be mainly used for commuting to and from work.
9. The Purchase Term for this agreement is set out on the first page of the agreement. At the end of the Purchase Term the employee may dispose of the bicycle and accessories. This Purchase Agreement does not regulate the terms of this disposal.
10. The Employee agrees to notify the Employer as soon as the bike is not being used for commuting purposes. The provision of the Bike and Accessories will then become a taxable benefit;
11. The Employee agrees not to give the voucher codes to the Bike Shop until they receive the Bike. The Employer has no responsibility to supply a Bike where the voucher codes have been given to the shop without the shop giving a bike to the Employee.
12. Revenue rules for the Cycle to Work Scheme allow only one purchase of bikes and/or accessories every five years. By entering into this agreement the employee confirms that they have not availed of the scheme in the previous five years.

Terms and Conditions for Tickets under the TravelPass Scheme

1. In the event that an Employee wants to cancel their ticket during the year and obtain a refund they will arrange this directly with the Operator.
2. The Integrated Ticketing Leap Card is in the process of being rolled out to TravelPass Tickets. If this is completed before the yearly tickets expire then either (a) the Employees can continue to use their passes until the year ends or (b) the Employee will arrange with the Operator to swap their annual pass for an integrated ticket with the remainder of the yearly pass loaded on to it.

Salary Sacrifice

1. A salary sacrifice happens when an Employee gives up the right to receive part of their cash pay due under their contract of employment. A Salary Sacrifice is not a deduction from salary or a change of salary, it is where the Employee agrees to accept a lower amount of salary in return for a non-cash benefit; in this case the supply by the Employer of a Bike and Accessories or Ticket.
2. The Salary Sacrifice will continue until the agreement is fulfilled or terminated.
3. Accordingly the effect of this Purchase Agreement is to vary the Employee's terms and conditions of employment. By committing to this Purchase Agreement, the Employee is accepting a new remuneration package, which includes a combination of cash and benefits. The benefit under this agreement is the supply by the Employer of a Bike and Accessories or Ticket. Subject to the Terms and Conditions included here, you are free to use the Bike and Accessories during the Purchase Period.

Termination

1. If the Employee ceases employment with your Employer before the end of this Purchase Agreement, this agreement will terminate and the Bike and Accessories or Ticket supplied under this agreement must be paid for in full. By signing this agreement, the Employee agrees that the remaining Purchase charges will be deducted from their final gross salary payment. If the Employee's final gross salary payment is insufficient to meet the remaining Purchase charges then the Employee must pay the Employer the outstanding balance within 14 days.

Right of Purchaser to Terminate the Purchase Agreement

1. This is a non-cancellable fixed-term Purchase Agreement and the Employee does not have the right

to terminate this Purchase Agreement

Disclosure and Data Protection

1. The Employee authorises the Employer to disclose such personal data and information to TravelHub as may be reasonably necessary in order to supply you with your bike and cycle accessories. Furthermore the Employee authorises TravelHub to use such data for that purpose and to contact the Employee directly to clarify details relating to the goods ordered.

Limitation of Liability

1. Nothing in this agreement shall operate to exclude or limit a liability for death or personal injury caused by negligence.
2. The Employer or TravelHub will not be liable for indirect or consequential loss or damage whatsoever arising out of a breach of this Purchase Agreement or any other action or failure to act and will not be held liable for failure to supply, failure to deliver on an agreed time or day, or late delivery.
3. If the Employer or TravelHub are found to be liable to the Employee such liability will not exceed €5,000, except for liability for death or personal injury resulting from our own negligence.

Law

1. Whilst the Terms in this Agreement are considered reasonable in normal circumstances, if any one or more of these Terms shall be judged to be void as going beyond what is reasonable, but would be valid if some part of these Terms were deleted or amended, such Term shall apply with such modification as required to make it valid.

Agreement of Terms

1. If the Employee wishes to enter into this Purchase Agreement, they must complete their order and agree to this agreement.
2. By processing the order and making Salary Deductions and/or issuing a voucher / ticket through TravelHub the Employer agrees to the terms and conditions of this Purchase Agreement.
3. The Employer will then purchase the selected Bike and Accessories or Ticket and amend the Employees remuneration package accordingly.