



Heriot-Watt University Cycle to Work Scheme

Cycle to Work Scheme Application Form

Name _____

Position _____

School/Service _____

Email _____ Telephone _____

Payroll Number _____

Cycle Details - Please note: the total value of the cycle and equipment must not exceed £1,000 (+VAT)

	Description	Price
Cycle		
Equipment		
Sub-total		
Cycle Helmet		
Final Total (not exceeding £1,000 including VAT)		

Cycle Provider Details

Name _____

Address _____

Email _____ Telephone _____

Declaration

I confirm that I wish to join the Cycle to Work Scheme and hire the above cycle and equipment, which will mainly be used for commuting purposes. I accept the terms and conditions of the Scheme.

Signed _____ Date _____

Please return this completed Form and Invoice/Quotation from your cycle provider to:
Human Resources, Heriot-Watt University, Riccarton, Edinburgh EH14 4AS
Email: f.a.pearson@hw.ac.uk



Terms and Conditions - Cycle to Work Scheme

FAQ'S

You have read and fully understood the FAQ's.

Cycle to Work Scheme

By entering into this Hire Agreement you have agreed to enter into a salary sacrifice arrangement for a fixed period of 12 months. Under the Hire Agreement, you will be provided with the use of the cycle of your choice and (if you choose) cycle safety equipment to meet your commuting and private needs.

By entering into the Hire Agreement you are confirming that that you will use the cycle and equipment mainly for commuting to and from work. Whilst participating in the Hire Agreement, the cycle and equipment remains the property of Heriot-Watt University and you may not profit from, transfer, sell or otherwise dispose of the cycle or equipment. You may not obtain a cycle or equipment for any other purpose other than your own commuting and private use.

Eligibility

The Scheme is open to all UK employees of Heriot-Watt University with a contract of employment lasting 12 months or longer. To be eligible for the tax exemption resulting from the salary sacrifice arrangement, you will need to be a UK taxpayer, who can benefit from the tax efficiencies of the Scheme. The tax exemption will not apply if you do not use the cycle and equipment mainly for commuting to work. We reserve the right to declare the cycle and equipment as a taxable benefit if we believe they are not being used mainly for commuting to work.

Salary Sacrifice

By entering into the Hire Agreement you agree and accept that your current gross salary will reduce by the gross amount of the salary sacrificed each month, as set out in the Payment section of the Hire Agreement.

By accepting the Hire Agreement you acknowledge that the salary sacrifice arrangement will remain in place for the period of the Hire Agreement. At the end of this period your salary will revert to its former level.

Leaving Employment

Should you leave the employment of Heriot-Watt University you will no longer be able to benefit from the tax exemption under the Cycle to Work Scheme.

Therefore if your employment ceases for any reason during the hire period you will be required to pay a termination fee as outlined by HMRC. The termination fee will not exceed a value equal to the outstanding monthly salary reductions. The termination fee will be collected from any remaining net salary payments. Should this not be possible for any reason, or the outstanding liabilities exceed any remaining net salary repayments, you agree to pay the outstanding balance to us within 30 days of the termination of your employment with the University.

Absence

By entering into this Agreement, you agree that your salary sacrifice will apply to any pay received during absence from work. In the event that you take Maternity, Paternity, Adoption or unpaid leave, your entitlement to the benefit continues throughout.

Your Responsibilities

The cycle and equipment is your responsibility for the duration of the Hire Agreement. It is your responsibility to ensure the cycle and equipment is maintained and used safely in accordance with the operating instructions provided by the manufacturer(s). Should any cycle or accessory be lost or suffer accidental damage or become inoperable you will be required to continue meeting your financial responsibilities for the remainder of the hire period.

You solely bear the entire risk of loss, theft, damage to, or any loss or destruction of the cycle and equipment. Any loss will not affect the continuation in force of the Hire Agreement. Therefore, it is recommended that you obtain separate insurance for your cycle, or ensure your cycle is covered by your home contents insurance policy. If the cycle is covered by your home contents insurer, you must inform your insurer that your employer has an interest in the cycle.

**Salary-based benefits**

Generally, occupational benefits related to your salary, for example, overtime and incremental payments will not be affected by the salary sacrifice arrangement. You should note that any statutory benefits such as Statutory Sick and Maternity Pay may be affected.

Limitation

Heriot-Watt University accepts no responsibility or liability for any indirect, punitive, incidental or consequential loss or damage resulting arising from the letting evidenced by this Agreement. The University will not be liable for failure to supply or failure to deliver the Goods on an agreed time or day. Nothing in this Hire Agreement will exclude or restrict our liability for death or personal injury resulting from negligence.

This Agreement will be governed by and interpreted in accordance with Scottish Law. If you default on your obligations under this Agreement, you will be required to pay us any reasonable legal, administrative and any other costs or expenses that we incur in enforcing our rights under this Agreement.

Definitions

For the purpose of this Hire Agreement, the terms set out below have the following meanings:

- “cycle” means a cycle as defined by S192(1) of the Road Traffic Act as amended or updated from time to time;
- “commuting” means a qualifying journey as defined by S249 of the Income Tax (Earnings and Pensions) Act 2003 as amended or updated from time to time. This is a journey in whole or in part between your home and workplace, or between one workplace and another in connection with your performance of your duties of employment.
- “tax exemption” means the tax exemption afforded by S244 of the Income Tax (Earnings and Pensions) Act 2003 as amended or updated from time to time.