

Pre-Hire Agreement Information

Ref: [...]

HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

Hire Agreement between:

1. **The Customer:** [NAME] of [ADDRESS] and with an email address of [EMAIL ADDRESS] ("you"); and
2. **The Hirer:** Halfords Limited (trading as Cycle2Work) Company No 00103161 whose registered office is at Icknield Street Drive, Washford West, Redditch, Worcestershire B98 0DE (the "**Hirer**" or "**we**").

Key Financial Information

Amount of Payment(s):	Cycle2Work will accept as payment for the hire of the Goods for the Fixed Period, the Letter of Collection provided to you for this purpose by the Hirer.
Commencement Date:	means the date that the Letter of Collection is provided to the Customer by the Hirer.
Fixed Period:	twelve (12) months from the Commencement Date.
Goods:	bicycle and cycling safety equipment.
Letter of Collection	a letter prepared by the Hirer and provided to the Customer which sets out the maximum value of the Goods to be hired for the Fixed Period.

KEY INFORMATION

Under this Hire Agreement, the Goods do not become your property and you must not profit from, transfer or otherwise dispose of them.

You must pay for the value of the Goods if they are lost, stolen or destroyed.

You must also pay for any damage to the Goods other than reasonable wear and tear.

For further information, see the "Customer Obligations" section in the Terms and Conditions below.

If you default on your obligations under this Hire Agreement (e.g. by failing to make any payment when due), the Hirer may recover from you the reasonable legal, administrative and other costs and expenses incurred in enforcing the Hirer's rights under this Hire Agreement.

MISSING PAYMENTS

Missing payments could have severe consequences and may make obtaining future credit more difficult for you.

IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 covers this Hire Agreement and lays down certain requirements for your protection which should have been complied with when this Hire Agreement was made. If they were not, the Hirer cannot enforce this Hire 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.

YOUR RIGHT TO CANCEL

Once you have signed this Hire Agreement, you have fourteen (14) days in which you can cancel it.
Details of how to cancel are set out within this document.

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Details of how to cancel are set out within this document.

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.

To signify your acceptance of this Hire Agreement, please tick where indicated below. This constitutes an order with an obligation to pay.



[Customer Name]

Date of Signature: [auto populate]

Under this Hire Agreement, the Goods do not become your property and you must not profit from, transfer or otherwise dispose of them.

FOR OFFICE USE ONLY

I hereby confirm that I am authorised to complete and sign this declaration on behalf of the Hirer.

Signature of Authorised Person: Head of Cycle2Work

Date of signature:

Total Amount Payable: The total amount payable under this Hire Agreement as represented by the Letter of Collection provided to you by the Hirer is:

£●

IMPORTANT NOTICE

This Hire Agreement comprises:

1. this Hire Agreement; and
2. the Terms & Conditions as set out in Schedule 1 below.

By signing this Hire Agreement, you are also acknowledging that you have read and accepted:

1. the Pre-Contract Information which you will have accessed online prior to viewing this Hire Agreement; and
2. the template Letter of Collection which is set out in Schedule 2 below.

Before you sign this Hire Agreement, you should read all the above documents thoroughly.

If you are unsure of any aspect of this Hire Agreement, it is strongly recommended that you seek independent advice.

Right of Cancellation

You have the right to cancel this Hire Agreement within fourteen (14) days of the Commencement Date without giving any reason (the "Cancellation Period"). The Cancellation Period expires fourteen (14) days from the day of the Commencement Date.

To exercise the right of cancellation during the Cancellation Period, you must click the link on the email that the Hirer will send to you about your cancellation rights after this Hire Agreement has been executed by you.

To cancel effectively within the Cancellation Period, the Hirer must be in receipt of your cancellation notice before the Cancellation Period has expired.

This agreement cannot be cancelled once the time period for the Cancellation Period has expired.

Effect of Cancellation

If you cancel this Hire Agreement, then the hire of the Goods will end. Your Hire Agreement will be cancelled on the day that the confirmation of Cancellation was received by the Hirer (or the next business day if cancellation is sent outside of working hours or during a non-business day).

You will need to return the Goods unused and in their original packaging along with the original packing note.

If you wish to cancel this Hire Agreement but have already redeemed the Letter of Collection within the Cancellation Period, then you may still cancel this Hire Agreement as long as you do so during the Cancellation Period. In such case, you should cease all use of the Goods and should keep them safe, as legal action may be taken against you if you do not take proper care of them.

Upon cancellation, any Goods must be returned to the Hirer in a condition fit for resale (in the reasonable opinion of the Hirer).

Any unredeemed Letter of Collection created under this Hire Agreement will be deemed cancelled from the date of cancellation.

We will make any reimbursement due without undue delay and in any event no later than fourteen (14) days from the day on which we are informed about your decision to cancel this Hire Agreement.

SCHEDULE 1: TERMS & CONDITIONS

Background

- (A) The Hirer, amongst other business, facilitates the hiring of Bicycles and Cycling Safety Equipment to consumers.
- (B) The Customer is an individual acting as a consumer.
- (C) The parties have agreed that the Customer shall hire the Goods from the Hirer on the terms set out below.
- (D) The value of the Goods hired for the Fixed Period shall have the maximum value set out in the Letter of Collection.

1. Definitions

- 1.1. For the purpose of the Hire Agreement, and in addition to the definitions set out above, the terms below have the following meanings:

Bicycle:	means a cycle as defined by S192(1) of the Road Traffic Act as amended or updated from time to time.
Cycling Safety Equipment:	means equipment such as helmets or reflective clothing.
Commencement Date:	means the date that the Letter of Collection is provided to the Customer by the Hirer.
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 with your employer.
Fixed Period:	means twelve (12) months from the Commencement Date.
Goods:	means Bicycle and any Cycling Safety Equipment supplied by the Hirer as a result of redemption of a Letter of Collection.
Letter of Collection:	a letter prepared by the Hirer and provided to the Customer which sets out the maximum value of the Goods to be hired for the Fixed Period.
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.

2. Commencement and Term

- 2.1. This Hire Agreement commences on the Commencement Date and shall continue in force until the end of the Fixed Period on the expiry of which, it shall automatically terminate, unless terminated earlier by the parties pursuant to clause 11.

3. Purpose and Procedure

- 3.1. On, and subject to, the Terms and Conditions of this Hire Agreement, the Hirer agrees to provide the Customer with a Letter of Collection.
- 3.2. The Customer shall redeem the Letter of Collection in exchange for the Goods.
- 3.3. The Letter of Collection shall expire unless redeemed four (4) months after the date that the Letter of Collection is first provided to the Customer by the Hirer. If the Letter of Collection expires, the Customer will remain bound by the terms of this Hire Agreement for the duration of the Fixed Period.
- 3.4. The Hirer will hire the Goods to the Customer for the duration of the Fixed Period.

4. Delivery of the Goods

- 4.1. The Hirer shall endeavour to deliver the Goods to the Customer within a reasonable time period, however time of delivery is not of the essence.
- 4.2. The Hirer may deliver the Goods separately (for example, a helmet may be delivered at a different time to the Bicycle).
- 4.3. Packaging material accompanying the Goods shall be disposed of by the Customer at his or her cost.
- 4.4. The Customer shall endeavour to ensure that the conditions at the delivery location allow for easy and safe delivery of the Goods.
- 4.5. If the Customer does not take delivery of the Goods on time for any reason, the Hirer may store and insure them pending delivery, and may at its discretion, pass these storage and insurance charges onto the Customer.

5. Customer Obligations

- 5.1. The Customer shall:
 - 5.1.1. ensure that the Goods are mainly used for the purpose of for commuting;
 - 5.1.2. recognise and accept that any employer of the Customer may (in the relevant employer's sole discretion or where required to do so by any Tax Authority, Court of Law, Tribunal or other), declare the Goods as a taxable benefit in kind;
 - 5.1.3. ensure that the conditions, premises and general environment in which the Goods are kept and/or used do not adversely affect its condition or functionality or otherwise put it or any part if it at risk;
 - 5.1.4. operate and use the Goods in a safe way and only for the purposes for which they were designed and in accordance with the instructions provided by the manufacturer(s).
- 5.2. The Customer shall be responsible for the Goods and so shall maintain the Goods in good working condition and repair.
- 5.3. Ownership of any replacement parts or modifications on their installation shall vest in the Hirer.

6. Possession and Ownership of the Goods

- 6.1. The Hirer shall at all times retain the ownership of the Goods, and the Customer shall not do or allow to occur anything which might adversely affect the Hirer's rights, title or interest in the Goods.
- 6.2. The Customer shall not:
 - 6.2.1. create, or allow to be created over the Goods, any lien, charge or other security; and
 - 6.2.2. lend, lease, sell or otherwise part with possession of the Goods or represent they may do any of those things.

7. Risk in the Goods

- 7.1. The Customer shall be responsible for the condition of the Goods and shall accept that the responsibility for, and risk in, the Goods shall pass to the Customer on delivery.

8. Insurance

- 8.1. In view of clause 7.1, as the risk lies with the Customer, the Hirer recommends that the Customer insures the Goods during the Fixed Period against theft, loss or damage.

9. Limitation of Liability

- 9.1. Under no circumstances shall the Hirer be liable for any direct, indirect, punitive, incidental, special or consequential damages (including without limitation damages for loss of use, economic loss, or other loss) arising under or in connection with this Hire Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation).
- 9.2. Notwithstanding any other provision of this Hire Agreement, the liability of the parties shall not be limited in any way in respect of the following:
 - 9.2.1. death or personal injury caused by negligence;
 - 9.2.2. fraud or fraudulent misrepresentation; and
 - 9.2.3. any other losses which cannot be excluded or limited by applicable law.

10. Data Protection

- 10.1. The Hirer's use of Customer data to fulfil the terms of the Hire Agreement are described in Annex 1 below.

11. Termination

- 11.1. This Hire Agreement may be terminated by the Customer within the Cancellation Period.
- 11.2. This Hire Agreement may be terminated by the Hirer with reasonable notice (not to be less than seven (7) days) if the Customer;
 - 11.2.1. fails to make payment of any rental when due;
 - 11.2.2. commits any other breach of this Hire Agreement;
 - 11.2.3. suffers a petition for a bankruptcy order to be presented;
 - 11.2.4. calls any meeting of creditors; or
 - 11.2.5. executes any assignment for the benefit of creditors.
- 11.3. This Hire Agreement may be terminated by the Hirer if the Customer has made any misrepresentation to the Hirer, whether or not recorded above, or if the Customer moves or proposes to move to a residential address outside the UK or the Republic of Ireland.

12. Consequences of Termination

12.1. At the end of the Fixed Period or on any earlier termination of this Hire Agreement, unless otherwise agreed by the parties, the Customer shall at its own cost promptly (and as the Hirer may specify) either:

12.1.1. deliver the Goods to the Hirer or its nominees at such other location as it may notify to the Customer; or

12.1.2. make the Goods available for collection by the Hirer or its nominees.

13. Further assurance

13.1. Each party shall, at the request of the other and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Hire Agreement.

14. Variation

14.1 No variation of this Hire Agreement shall be valid or effective unless it is in writing, refers to this Hire Agreement and is duly signed or executed by, or on behalf of, each party.

15. Assignment

15.1. The Customer may not assign, subcontract or encumber any right or obligation under this Hire Agreement, in whole or in part.

15.2. The Hirer shall be entitled at any time to assign the benefit of this Hire Agreement provided that this does not detrimentally affect the Customer's rights under it.

16. No Partnership or Agency

16.1. Nothing in this Hire Agreement constitutes, or shall be deemed to constitute, a partnership between the parties, nor make any party the agent of another party.

17. Severance

17.1. If any provision of this Hire Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Hire Agreement shall not be affected.

18. Waiver

18.1. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Hire Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Hire Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

19. Third Party Rights

19.1. Subject to clause 15, no one other than a party to this Hire Agreement, their successors and permitted assignees shall have any right to enforce any of its provisions.

20. Governing Law

20.1. This Hire Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

21. Jurisdiction

21.1. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

ANNEX 1: PRIVACY NOTICE

1. Introduction

For the purposes of this Cycle2Work scheme, the Hirer act as "Data Controller". Therefore, Customers should direct any query about the use of their data to the Hirer's Data Protection Officer by email at dataprotectionofficer@halfords.co.uk or by post at Data Protection Officer, Halfords' Cycle2Work, Icknield Street Drive, Washford West, Redditch, Worcestershire B98 0DE.

2. What personal data is collected?

The information that the Hirer collects in order to administer the Cycle2Work scheme includes each Customer's name, address, date of birth, e-mail address and a unique identifier (for example, Payroll Number or National Insurance Number). This personal data may be provided by the Customer directly when completing their application on the Cycle2Work website, or when corresponding with Cycle2Work by telephone, e-mail or letter. Alternatively, this information may be collected by a Benefit Provider, acting on behalf of an employer.

3. How is the information used?

Purpose for processing data	Lawful basis for processing data	Third party organisations with whom data is shared	Data retention period
To administer the Hirer's Cycle2Work scheme	To fulfil contractual obligations	Salesforce, which is the IT system used to hold customer data. Salesforce development is managed by Brightgen, an authorised Salesforce Platinum Partner. Additionally, data is shared with Docusign to facilitate Customers' signatures to the Hire Agreement	6 years after a Customer's Hire Agreement has expired
To contact Customers regarding their application	This is deemed legitimate as it is in Customers' interest to resolve any queries that they have made about the application process and/or Cycle2Work scheme	Salesforce, which is the IT system used to hold customer data, and which is supported by Brightgen	6 years after a Customer's Hire Agreement has expired
To contact Customers regarding offers and promotions to which they are entitled under the terms of their Hire Agreement	To fulfil contractual obligations	Salesforce, which is the IT system used to hold customer data, and which is supported by Brightgen	6 years after a Customer's Hire Agreement has expired
To send Letters of Collection to customers approved for the Hirer's Cycle2Work scheme	To fulfil contractual obligations	Customers can redeem their Letter of Collection from Halfords, Tredz, Cycle Republic or any of 800+ independent bike dealers. Where a Customer wishes to use an independent bike dealer, basic details will be shared with them to aid customer authentication at time of collection	6 years after a Customer's Hire Agreement has expired
To contact Customers in order to remind them about Letters of Collection they may have forgotten to use	This is deemed a legitimate interest in that it is clearly to the benefit of the Customer to remind them about a bike for which they may be paying but which they have not yet collected	Salesforce, which is the IT system used to hold customer data, and which is supported by Brightgen	6 years after a Customer's Hire Agreement has expired
To arrange transfer of ownership or collection of a bike at the end of the hire period	To fulfil contractual obligations	Salesforce, which is the IT system used to hold customer data, and which is supported by Brightgen	6 years after a Customer's Hire Agreement has expired
To send emails about relevant special offers and promotions as well as helpful reminders. In some cases, this requires the Hirer to profile Customers as described more in section 5.8 below	Customers will be asked for their consent before any marketing communications is sent	Customer details will be held by Planning-Inc who managed the Hirer's customer database. Emails will be sent by Cheetah Digital	6 years after a Customer's Hire Agreement has expired

4. Overseas transfers

Customer data is retained within the European Economic Area ("EEA") with the exception of where it is processed by Cheetah Digital who sends customer emails and texts, and who provides technical support from Costa Rica, Malaysia and India. In this instance, the third party observes appropriate technical and organisational security measures in order to protect the data against unauthorised access, disclosure, alteration or destruction. In doing so, the Hirer is assured that the third party operates equivalent data protection and security practices as organisations based within the EEA.

5. Customer rights

Under the terms of data protection legislation, Customers have the following rights:

- 5.1 Right to be informed:** this Privacy Notice fulfils the Hirer's obligation to tell Customers about the ways in which their information is used as a result of them using the Cycle2Work scheme.
- 5.2 Right to access:** Customers have the right to ask, in writing, for a copy of any personal data held about them. Except in exceptional circumstances, this information will be provided at no cost and will be sent within 30 days of request. Customers wishing to make a request should write to: Data Protection Officer, Halfords' Cycle2Work, Icknield Street Drive, Washford West, Redditch, Worcestershire B98 0DE.
- 5.3 Right to rectification:** if any of the information held about a Customer is inaccurate, they should contact dataprotectionofficer@halfords.co.uk. Corrections will be made as soon as possible, and certainly no later than 30 days following notification.
- 5.4 Right to be forgotten:** Customers can ask that all personal information about them is erased. Where it is appropriate to comply, requests will be fully actioned within 30 days. However, for the period during which a Customer covered by a Hire Agreement or Extended Hire Agreement, the Hirer will not be able to erase their data. For further information, please contact dataprotectionofficer@halfords.co.uk.
- 5.5 Right to object:** by choosing to submit their details to the Hirer, Customers understand that their data will be processed for the reasons given in section 3 of this Privacy Notice. However, where consent or legitimate interest applies to the use of the data, Customers have the right to ask to not have their data processed for that purpose: for further information, please contact dataprotectionofficer@halfords.co.uk.
- 5.6 Right to restrict processing:** if a Customer wishes to restrict the use of their data because (i) they think it is inaccurate but this will take time to validate, (ii) they believe the data processing is unlawful but they do not want their data erased, (iii) they want the Hirer to retain their data in order to establish, exercise or defend a legal claim, or (iv) they wish to object to the processing of the data, but the Hirer has yet to determine whether this is appropriate, they should contact dataprotectionofficer@halfords.co.uk.
- 5.7 Right to data portability:** If a Customer wants to have their personal data moved, copied or transferred to another organisation, they should contact dataprotectionofficer@halfords.co.uk.
- 5.8 Rights related to automated decision-making:** in order that the Hirer can understand Customers' interests and preferences - and deliver marketing communications that will be most of interest to them **where they have consented to receive these** - profiling techniques are used (which include automated decision-making) based upon the information provided to us. These processes will not significantly or negatively affect Customers i.e. they will not lead to any form of discrimination or impact legal rights.

Where the Hirer holds a Customer's details, it will also seek to ensure that, as far as possible, it maintains a single composite record of their interactions, which may require the Hirer to match Customers' different activities. Where Customers have indicated that they do not want their data to be used for receiving communications (other than those deemed legitimate), this information will be used purely for anonymised internal analytics and reporting, for example, looking at sales trends which does not identify individual Customers.

Any customer that does not want the Hirer to undertake profiling or matching, may either object to the processing (see section 5.5 above) or request that the Hirer erases all personal data held about them (see section 5.4 above).

6. Data privacy and security

The Hirer maintains a comprehensive data management work programme, which includes processes for ensuring that data protection is a key consideration of all new and existing IT systems that hold Customers' personal data. Where any concerns, risks or issues are identified, impact assessments are conducted in order to determine any actions that are necessary to ensure optimum privacy.

The Hirer also maintains an active information security work programme which seeks to protect the availability, confidentiality and integrity of all physical and information assets. Specifically, this helps to (i) protect against potential breaches of confidentiality, (ii) ensure all IT facilities are protected against damage, loss or misuse, (iii) increase understanding of the requirements of information security, and (iv) ensure that all connections to secure parts of the Cycle2Work website (such as log-in) are encrypted and authenticated using strong protocols, key exchanges and ciphers.

7. Disclaimers

Every effort is made to ensure that the information provided in this Privacy Notice is accurate and up-to-date, but no legal responsibility is accepted for any errors or omissions contained herein.

8. General

Questions and comments regarding this Privacy Notice are welcomed, and should be sent to dataprotectionofficer@halfords.co.uk. You can also contact our Data Protection Officer if you have any concerns or complaints about the ways in which your personal data has been handled by Cycle2Work. Alternatively, you have the right to lodge a complaint with the Information Commissioner's Office who may be contacted at Wycliffe House, Water Lane, Wilmslow SK9 5AF or <https://ico.org.uk>.

SCHEDULE 2: TEMPLATE LETTER OF COLLECTION

Ref: [...]

Dear [CUSTOMER NAME]

We are delighted to provide your Cycle2Work Letter of Collection (“**LoC**”). This LoC enables you to collect qualifying Cycle2Work products up to the value you recently elected through Cycle2work.

Your elected value is GBP £ [ELECTED VALUE].

You can redeem your LoC from the following retailers:



Browse in-store at Halfords or online at Halfords.com

Visit your local store or arrange to Click & Collect your products. You will complete the transaction at the store with your LoC and identification.



Browse in-store at Cycle Republic or online at Cyclerepublic.com

Bring your LoC and identification to your local Cycle Republic store or enter your LoC at checkout when shopping online at Cyclerepublic.com



Browse in-store at Tredz or online at Tredz.co.uk

Shop at Tredz stores or online at Tredz.co.uk – for online, just enter your LoC number at checkout.

You can also shop with over 500 independent bike shops who accept our LoC - visit our store locator on www.cycle2work.info to see your local options.
Please contact us prior to collecting your cycle so we can transfer your LoC.

If you have any questions, just give the Cycle2Work team a call on **0345 504 6444**.

We hope you enjoy cycling to work!

Cycle2Work Team

Supplied to:	[CUSTOMER NAME]
Letter of Collection Number:	[LOC-EXAMPLE]
Retail value:	£ [ELECTED VALUE]
Application placed through:	[NAME OF EMPLOYER]
Expiry date:	[01/01/2016]

Terms and conditions

- This LoC shall expire unless redeemed four (4) months after the date that the it was first provided to the Customer by the Hirer
- No discount, other than those on display in the store or online, is to be given in conjunction with this LoC
- The LoC must be redeemed in full for cycle(s) and equipment that will be used for commuting to, from or at work
- No cash or voucher can be offered in exchange for this LoC
- Acceptable forms of identification are - Passport, Driving Licence, Birth Certificate or Photo ID