

Fix Your Bike Voucher Scheme – Terms and Conditions for Participating Businesses 22nd June 2020

1. Definitions and interpretation

1.1. “Accepted Form of Identification” means:

1.1.1. one of the following documents:

1.1.1.1. Either:

1.1.1.1.1. valid driving licence photo card with address;

1.1.1.2. Or:

1.1.1.2.1. passport;

1.1.1.2.2. national identity card (non-UK);

1.1.1.2.3. residence permit;

And

one of the following documents in hard copy or electronic form, provided that the document is less than 3 months old:

1.1.1.2.4. utility bill;

1.1.1.2.5. council tax bill;

1.1.1.2.6. mortgage statement;

1.1.1.2.7. council/housing association rent card;

1.1.1.2.8. benefit book;

1.2. “Cycle(s)”

1.2.1. For the purposes of eligibility for this scheme, “**cycle(s)**” shall be considered to include both pedal cycles, adapted cycles and Electrically Assisted Pedal Cycles (EAPCs, also known as electric bikes or e-bikes)

1.2.2. Cycles designed for children are considered eligible for the scheme.

1.2.3. Any electric bike which does not meet the requirements for EAPCs set out at <https://www.gov.uk/electric-bike-rules> shall **not** be eligible for this repair scheme.

1.3. “Eligible Repairs”

1.3.1. “**Eligible Repairs**” means repairs that are:

1.3.1.1. necessary to make cycles roadworthy and fit for purpose; and

1.3.1.2. carried out on premises in England.

1.3.2. Eligible Repairs may include:

1.3.2.1. repairing or replacing tyres, tubes, wheels and related components;

1.3.2.2. adjusting, repairing or replacing braking system components;

1.3.2.3. adjusting, repairing or replacing transmission system components;

1.3.2.4. repairing or replacing other essential components which prevent safe use of the cycle e.g. deteriorated grips or saddle;

1.3.2.5. repairing or replacement of components for permanently fitted lighting systems.

1.3.3. The following repairs are **not** Eligible Repairs:

1.3.3.1. a sale of replacement parts without any repair work.

1.3.3.2. replacement or upgrade of existing safe and roadworthy components;

1.3.3.3. replacement or repair of removeable lighting accessories.

1.3.3.4. “**Legal Requirements**” means The Pedal Cycles (Construction and Use) Regulations 1983 (SI 1983/1176) as amended from time to time; The Electrically Assisted Pedal Cycles Regulations 1983 (SI 1983/1168) as amended from time to time; and The Road Vehicles Lighting Regulations 1989 (SI 1989/1796) as amended from time to time and all law relating to cycle roadworthiness.

1.4. **“Not for Profit Organisation”** means organisations that are non-profit but cannot be defined as charities, including, but not limited to, community Interest companies, non-charitable social enterprises and community benefit societies.

1.5. **“Online System”** means:

1.5.1. The websites created, hosted and administered by Energy Saving Trust and their contractors for the purpose of administering the Scheme.

1.6. **“Participating Business”** means a bike repair business that:

1.6.1. Has applied to participate on the Scheme;

1.6.2. Satisfies the eligibility criteria set out at clause 2; and

1.6.3. Has been registered onto the scheme by Energy Saving Trust;

1.7. **“Scheme”** means:

1.7.1. the government funded scheme, known as the “Fix Your Bike Voucher Scheme”, that provides vouchers to members of the public to be used only against the costs incurred from the Eligible Repairs of cycles at Participating Businesses.

2. Eligibility for the Scheme

2.1. In order to be eligible as a Participating Business for the Scheme applicants must:

2.1.1. Be an organisation of a type listed below:

2.1.1.1. Limited company (with company number and listed on Companies House);

2.1.1.2. Sole trader;

2.1.1.3. Partnership;

2.1.1.4. Registered charity (with charity number and listed on the charity register);

2.1.1.5. Unincorporated charity or Not For Profit Organisation;

2.1.2. Be an organisation registered in England;

2.1.3. Hold a valid public liability insurance policy which, for each store participating in the Scheme:

2.1.3.1. includes a level of cover for public liability of £2million or more;

2.1.3.2. specifically identifies the applicant organisation (or where relevant the store) as a facility that carries out cycle repair work; and

2.1.3.3. is still valid at point of claim;

2.1.3.4. is provided in the form of an in-force schedule;

2.1.3.5. where evidence associated with 2.1.3.1. – 2.1.3.4. is not clear from the insurance schedule, EST will require written confirmation from the insurance provider.

and the Participating Business must provide updated documentation related to any insurance renewals to the Energy Saving Trust.

2.1.4. Hold the appropriate skills and competency to carry out the Eligible Repairs and ensure that all staff undertaking repairs under the Scheme hold such skills.

2.1.5. Hold a UK business bank account clearly linked to the business.

3. Redemption of vouchers

3.1. In order for vouchers to be eligible for redemption:

3.1.1. The individual claiming the voucher must be 18 or over;

3.1.2. The repairs must be Eligible Repairs; and

3.1.3. The voucher must be valid at the point of redemption.

3.2. Vouchers will cover up to £50 per cycle towards the Eligible Repairs and parts that need replacement as part of the Eligible Repairs. The cycle owner will need to pay the remainder cost if the cost is greater than £50.

3.3. If the cost of the service is below £50, the voucher will only cover for the effective cost of the transaction (less than £50).

3.4. A maximum of 2 vouchers can be claimed per customer address, and only 1 voucher per cycle.

4. Process for undertaking repairs

4.1. In order to undertake Eligible Repairs under the Scheme the Participating Business must:

- 4.1.1. Arrange bookings directly with the customer. The Energy Saving Trust and Department of Transport will not be involved with this process.
- 4.1.2. Check customer's identification which must be an Accepted Form of Identification, must include proof of address and must match the voucher registration details.
- 4.1.3. Check that the repairs needed are Eligible Repairs and that the voucher is eligible for redemption under clause 3.1.
- 4.1.4. Confirm that the repair can be carried out and confirm the best possible estimate of the total costs based on an initial inspection of the cycle, before agreeing to proceed with the repair.
- 4.1.5. Use reasonable endeavours to ensure that the cycle meets all Legal Requirements and is safe to ride once repairs are complete, taking account of the repairs the customer has requested the Participating Business to carry out.
- 4.1.6. Ensure that the part or parts of the cycle on which repairs are carried out are in efficient working order, meet all Legal Requirements and are safe to ride.
- 4.1.7. Ensure that all repairs are carried out with reasonable care and good workmanship.
- 4.1.8. On collection of the cycle by the customer post repair, the Participating Business must check the customer's identification again against the voucher registration details as set out at clause 4.1.2.
- 4.1.9. For each transaction submit at the point of claim for redemption of the voucher, a dated copy of the cycle owner invoice/receipt associated with the repairs including the total cost of repairs, which must be either a clearly visible photograph or pdf **and** a photo of the cycle that has undergone repairs associated with the voucher specified. The photo must:
 - 4.1.9.1.1. be a photo of the whole cycle, including frame and wheels;
 - 4.1.9.1.2. be clear and unobstructed;
 - 4.1.9.1.3. correspond with the description of the bike provided on the voucher details;

5. Payment of claims

- 5.1. Any voucher redemption submitted to Energy Saving Trust must not exceed £50 per cycle.
- 5.2. The cycle linked to the claim must match the cycle associated with the voucher (as described by the cycle owner at the point of application and as recorded in the Online System).
- 5.3. Downloads of claims will happen weekly by Energy Saving Trust with payment made within 5 working days of download (+ 3 to 5 working days for BACS).
- 5.4. Payment is made on the basis of a complete claim that meets all requirements. Missing, incomplete or unclear information will delay processing and may result in the claim being rejected.
- 5.5. All registration details will be reviewed prior to payment, if any false, inaccurate or missing information are identified this may result in the claim being delayed or rejected.
- 5.6. Participating Businesses must ensure the price they quote for work is the same as it would be absent a voucher. If any evidence is found that this is not the case, Energy Saving Trust reserve the right to withdraw the Participating Businesses from the scheme and reject any remaining claims.

5.7. Energy Saving Trust reserves the right to request any reasonable additional evidence relating to the Participating Business's registration on the Scheme before paying any claims.

6. Liability

6.1. Energy Saving Trust and Department for Transport accept no liability for any consequences, whether direct or indirect, that may come about from the Participating Business taking part in the scheme, including, but not limited to, liability for any accidents, damages or additional costs arising from or associated with repairs carried out under the scheme.

6.2. The Participating Business shall indemnify and hold harmless Energy Saving Trust and Department for Transport with respect to all actions, claims, charges, demands, Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Participating Business in relation to their participation in the scheme, the non-fulfilment of obligations by the Participating Business under these terms and conditions or its obligations to third parties. Nothing in these terms and conditions shall limit any liability of Energy Saving Trust and Department for Transport that cannot legally be limited.

"Losses" means all losses including (but not limited to) indirect and consequential loss, loss of profit, reputation and/or goodwill liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and Loss will be interpreted accordingly.

6.3. All voucher payments are made for and on behalf of the cycle owner and Energy Saving Trust and Department for Transport are not liable for any incomplete or faulty repairs or parts, as part of the service conducted by the Participating Business for the cycle owner.

6.4. The Participating Business is responsible for ensuring all staff undertaking repairs under the scheme hold appropriate skills and competency related to the bicycle repairs.

6.5. In circumstances where the Participating Business suffers loss or damage arising out of or in relation to these terms and conditions, Energy Saving Trust and Department for Transport accept no liability and will not reimburse the Participating Business for any losses.

7. Inspection of information

7.1. The Participating Business shall keep and maintain for a period of 6 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Energy Saving Trust by way of the voucher.

7.2. The Participating Business shall immediately inform the Energy Saving Trust of any changes to the information submitted in their application. Changes will need to be reviewed by the Energy Saving Trust to determine if they impact eligibility for the scheme. Failure to inform the Energy Saving Trust could result in the Participating Business being withdrawn from the scheme and any ongoing claims may not be paid as a result.

7.3. Energy Saving Trust reserves the right to withdraw the approval of registration onto the scheme following identification of ineligibility (e.g. invalid insurance documentation) and any ongoing claims may not be paid as a result.

7.4. Energy Saving Trust reserves the right to pursue funds released through any fraudulent activity, including with respects to clause 2.

7.5. The Energy Saving Trust reserves the right to contact any cycle owner who has redeemed their voucher with the Participating Business directly to ask them to verify the repairs completed. Should any inconsistencies be found, Energy Saving Trust reserves the right to remove the Participating Business from the scheme and withhold payment of any ongoing claims.

7.6. The Energy Saving Trust will undergo a number of fraud prevention activities including checking every claim, and reserves the right to request additional evidence should fraudulent activity be suspected.

7.7. The Participating Business agrees to ongoing cooperation with Energy Saving Trust in providing feedback and assisting with evaluation of the scheme. This could include completing customer satisfaction surveys, phone interviews, and any further information requested by Energy Saving Trust to assist in the evaluation of the scheme

7.8. The Energy Saving Trust reserves the right to check liability evidence directly with the insurer.

8. Data Protection

8.1. For the purposes of this Clause, the terms “**Data Protection Legislation**” shall mean The General Data Protection Regulation, the Law Enforcement Directive, The Data Protection Act 2018 and any applicable national implementing laws as amended from time to time and all applicable Law about the processing of personal data and privacy. The terms “**Controller**”, “**Processor**”, “**Data Protection Impact Assessment**”, “**Data Subject**”, “**Information Commissioner's Office**”, “**Personal Data**”, “**Process**” (including any derivatives thereof), “**Processor**”, “**Personal Data**”, “**Joint Controllers**” and “**Special Categories of Personal Data**” shall each have the same meaning as defined in the Data Protection Legislation. “**EST**” Shall refer to the Energy Saving Trust and “**DfT**” shall refer to the Department for Transport.

8.2. For the purposes of data protection only, a requirement under this Agreement which relates to Personal Data is to be treated as required by the EST on behalf of the DfT as Controller.

8.3. All Personal Data conveyed by a Participating Business to EST as part of the Scheme shall belong to DfT as Controller.

8.4. A Participating Business shall only use Personal Data as necessary to achieve the purpose of carrying out the Eligible Repairs under the Scheme, unless such Personal Data relates to a Participating Business’s ongoing relationship with a customer, in which case it will be further processed by the Participating Business on the basis of any such agreement they have with that customer. The Participating Business shall at all times comply with and shall not do or omit to do anything that might put the DfT or the EST in breach of their obligations under Data Protection Legislation.

8.5. In relation to this Scheme the DfT is the Controller of Personal Data processed by the EST on the EST’s information systems, and the Participating Business is the Controller of Personal Data processed on their own information systems.

8.6. Whilst the DfT and the Participating Business may be considered Joint Controllers in relation to the full service experienced by cycle owners, each shall remain responsible for meeting its obligations under Data Protection Legislation for the Personal Data processed on its own information systems.

8.7. The DfT and the Participating Business will provide timely, clear and sufficient information to data subjects about their respective processing of the Data, in line with the requirements of the first principle of the GDPR and Articles 13, 14 and 26 and good practice guidance issued by the Information Commissioner’s Office.

8.8. Participating Businesses are required to collect and process the following categories of customer Personal Data under this Agreement (in addition to cycle type, cycle colour and cycle brand):

8.8.1. Customer name

8.8.2. Customer full address

8.8.3. Customer contact email address

8.8.4. Customer contact phone number

8.9. The Participating Business undertakes to Process the Customer Personal Data strictly in accordance with this Agreement and its obligations under Data Protection Legislation. Specifically, to put in place appropriate technical and organisational measures to ensure appropriate security of the Customer Personal Data and safeguard against any unauthorised

and unlawful Processing of, and against accidental loss or destruction of, or damage to, the Customer Personal Data.

- 8.10. The Participating Business undertakes to indemnify and keep indemnified the DfT and the EST fully on demand against all losses arising from any breach by the Participating Business or any sub-processors or third parties engaged by the Participating Business, of this Section and/or as a result of any claim made or brought by an individual or other legal person in respect of any loss, damage or distress caused to them as a result of the Participating Business' unauthorised Processing, unlawful Processing, destruction of and/or damage to any Customer Personal Data Processed by the Participating Business, any sub-processors or sub-contractors or third parties engaged by the Participating Business.
- 8.11. The Participating Business will comply with its obligation as a Controller to report, where required by Data Protection Legislation, a Personal Data Breach to the Information Commissioner's Office and (where applicable) Data Subjects under Article 33 of the GDPR. In particular:
 - 8.11.1. The Participating Business will inform the EST and the DfT of any significant Personal Data Breach, irrespective of whether there is a requirement to notify the Information Commissioner's Office or Data Subject(s). A significant Personal Data Breach is one that has, or could have, an impact on the EST or the DfT's processing of the Data, or more generally has the potential to undermine public trust in the Scheme.
 - 8.11.2. The Participating Business agrees to provide such assistance to the EST and the DfT as is necessary to ensure a Personal Data Breach is handled in an expeditious and compliant manner, in a way that retains public trust in the Scheme.
 - 8.11.3. Where there is doubt about whether a breach is sufficiently serious to notify the EST and the DfT, the presumption shall be to so notify. This will be done in the interests of transparency and a desire by all parties to share 'lessons learned' with a view to continuously improving the Scheme.

9. General

- 9.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions except in relation to the Department for Transport and no person other than the Participating Business, Energy Saving Trust and Department for Transport shall have any rights under it.
- 9.2. These terms and conditions and any dispute or claim arising out of or in connection with them or the Scheme shall be governed by and in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions and/or the Scheme.
- 9.3. Participation in this Scheme will constitute acceptance of these terms and conditions and the Participating Business agrees to be bound by these terms and conditions for the duration of their participation.