

UVic Employee E-Bike Pilot Program: Participant Agreement & Terms and Conditions

I _____, an employee of University of Victoria (“UVic”), have received a pre-approval from UVic to participate in UVic’s Employee E-Bike Loan Pilot Program, and wish to participate in the program.

Accordingly, I will order an E-Bike for purchase of my own preference. I have independently examined and reviewed this E-Bike and have found it to be suitable for my purpose. In consideration of UVic providing a loan of up to \$3,000 (the “Loan”) to me for the purchase of the E-Bike (based on the total cost of the E-Bike, after any discounts/sales/promotions have been applied), I hereby authorize UVic to deduct up the total amount of the Loan from my pay. I agree that the Loan repayments will be automatically deducted from my pay over two-years according to the payment schedule below. This is an interest-free loan but I understand and agree that it has a taxable benefit component and as a result will appear on my T4 statements.

Furthermore, I agree that the above will be subject to the following terms and conditions:

1. The undersigned represents and warrants that he/she/they holds a regular, continuing appointment as an UVic employee.
2. One loan is available per employee, subject to the availability of funds under the pilot.
3. All E-Bike purchases under this program shall be made by either myself or UVic, provided that UVic will not pay any amount that is greater than it has granted loan approval for.
4. If the purchase price of the E-Bike is more than Loan amount, I am responsible for paying amounts in excess of the Loan amount directly to the supplier.
5. All warranties relating to the purchase will be for the benefit of me and all issues arising in relation to the warranties and shipment/pick-up will remain between the supplier and me.
6. Full ownership of the E-Bike will pass on to me upon receipt of the E-Bike.
7. The term of the loan shall be two-years or until the date on which I cease to be employed by the university, whichever is earlier.
8. The loan is interest free during its term.
9. I will repay the Loan balance pursuant to the two-year Amortization schedule attached. UVic will calculate such payments and automatically deduct payment, which will be reflected on my last payroll of each month.
10. Payroll deductions will begin on the following month after Loan funds have either been reimbursed to myself or payment has been made to the supplier by UVic.
11. The maximum loan amount for the purchase of an E-Bike is \$3,000.
12. Because the loan is interest free, the value of the interest forgone by the university will be reported on my T-4 slip as a taxable benefit. The interest rate used to calculate the taxable benefit from the loan would be the quarterly rate set by Canada Revenue Agency for interest free loans (taxable benefit = prime interest rate x loan amount).

13. The balance of the Loan may be repaid in a lump sum at any time.
14. The E-Bike purchased is for use by me and/or my immediate family.
15. Once I have signed this Participant Agreement and payment has been issued to the supplier by either myself or UVic, I cannot opt out of the pilot program if I no longer wish to participate.
16. Should my employment with UVic be terminated prior to the Loan being repaid in full, the balance of the Loan will become due and payable in full at the date of my employment's termination, and the balance of the Loan will be deducted from my final pay cheque unless I have paid the balance of the Loan prior to the issuance of my final pay cheque. If the balance of the loan exceeds my final pay cheque I must pay such excess amount on or prior to the day my employment is terminated.
17. Should I take a leave of absence from UVic prior to the expiration date of this agreement, the amount owed during such leave will be deducted from my pay cheques upon my return or final cheque (if a balance remains).
18. I assume full responsibility for the maintenance, operation, insurance and security of the E-Bike purchased under this agreement.
19. UVic has no responsibility in connection with this agreement other than to advance the Loan and make payment to the supplier as described.
20. I am aware of the risks associated with cycling, including all E-Bikes (electric bicycles), in varied terrain and in traffic.
21. It is my responsibility to educate myself and abide by provincial and municipal legal requirements of operating an E-Bike. This includes but is not limited to the following Motor Vehicle Act requirements for E-Bikes:
 - a. No individual under the age of 16 will operate such a bike;
 - b. Bikes cannot travel faster than 32 km/h;
 - c. A safety helmet must be worn.
22. UVic reserves the right to discontinue the pilot program at any time.
23. For greater clarity, I hereby acknowledge and agree:
 - a. All information provided is true and accurate;
 - b. UVic will automatically withdraw payments from my pay through payroll deductions on the last payroll of each calendar month _____(initial)
 - c. UVic will collect personal information in the manner set out herein _____(initial)
 - d. If my E-Bike is lost, stolen or damaged, I am still required to pay the balance of the Loan. UVic recommends that I insure my E-Bike _____(initial)

Other conditions:

UVic strongly encourages employees use the E-Bike to commute to campus at least twice a week over the duration of the pilot.

1. E-Bikes purchased before the individual pre-approval email is sent are not eligible for reimbursement.
2. E-Bike must be ordered within eligible dates (after pre-approval confirmation and before deadline).
3. Loan cannot exceed price paid for E-Bike.



4. E-Bike must be listed separately on its own individual invoice.
5. Loan only covers the cost of the E-Bike itself and parts of the E-Bike. The Loan will not cover accessories, such as helmets, gloves, shorts, etc.
6. UVic claims the greenhouse gas emission reductions from this pilot program.
7. UVic maintains the right to change the loan program at any time.
8. UVic has sole discretion to approve or reject applications for any reason.
9. UVic is not a designer, manufacturer, or supplier of E-Bikes and associated equipment, and makes no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the safety of the E-Bike chosen by me.

E-Bike Requirements:

10. The E-Bike must:
 - a. Meet the definition of “motor assisted cycle” in the BC Motor Vehicle Act
 - b. Comply with all applicable laws, including but not limited to the Motor Assisted Cycle (MAC) Regulation:
 - i. Electric motor with power output rating not exceeding 500 watts
 - ii. Not capable of propelling the cycle faster than 32 km/hr on level ground
 - iii. Wheels 350mm or more in diameter
 - iv. No more than 3 wheels in contact with the ground,
 - v. Motor shut-off mechanism separate from the accelerator controller, that allows the driver to turn the motor on and off from a normal seated position while operating the MAC or prevents the motor from turning on or engaging before the motor assisted cycle attains a speed of 3 km/hr
 - vi. Motor must disengage if the operator stops pedaling, an accelerator controller is released, or the brake is applied
 - vii. Lights must conform to all applicable BC laws, including the requirements for a front white and a rear red light.
 - viii. Brakes that comply with Section 5 of the Regulation.
 - c. Be new, no used E-Bike sales
 - d. Include a minimum 1 year warranty

Employee Signature(s):

Name _____ Signature _____ Date _____

Witness Signature (must be completed):

Name _____ Signature _____ Date _____

Submit these signed and witnessed Terms & Conditions with the completed E-Bike Purchase Pre-Authorization Form to Alexis Osmond, Campus Security at aosmond@uvic.ca

E-Bike Purchase Pre-Authorization Form

Part 1

Employee Name: _____

Employee ID: _____

Department: _____

Phone (local): _____

Payment Estimator – 2 Year Amortization		
Loan Amount (Max.)	Monthly Payment	Total Number of Payments
\$3,000	\$125	24 (calendar months)
This table is for informational purposes only. Participant is responsible for charges as they appear on invoices.		

For Office Use Only	
<i>To be completed upon receipt of the pre-sale order/invoice from the E-Bike supplier</i>	
Supplier name:	
Purchase Price [E-Bike only]	
Total Purchase	
GST	
PST	
Schedule prepared (date):	
Payroll deduction amount (monthly)	
Pay period in which deduction begin	