



Baker Tilly Leased Bicycle Scheme

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Article 1: Introduction

- 1.1 Baker Tilly, hereinafter referred to as the employer - can make a leased bicycle available to all employees.
- 1.2 The employer has concluded a contract with a supplier, which at present is Multilease.
- 1.3 The employer will make a leased bicycle available to employees who are eligible for this under this leased bicycle scheme. The employer will in turn conclude a user agreement with the employee that will be in force from the time that the leased bicycle is ordered. The provisions of this leased bicycle scheme form an integral part of the terms and conditions of the user agreement. The Baker Tilly leased bicycle scheme is an addition to the employee's employment contract.
- 1.4 For private use of the available leased bicycle, a certain percentage of the value of the bicycle will be added to the salary on an annual basis: the additional tax liability. For the level of the percentage please refer to www.belastingdienst.nl. Any increases of the additional tax liability between the time the bicycle is ordered and its actual delivery will not be compensated by the employer.
- 1.5 For the details of the contact persons at the leasing company and Baker Tilly please refer to bthuis.
- 1.6 The leased bicycle scheme complies with the tax laws and guidelines. If they are amended the employer can amend the scheme, provided that this can never entail any financial loss for the employer.
- 1.7 The employer has the right to amend the leased bicycle scheme wholly or partially and will notify the employees of any amendments in writing. The employer will also determine the leased bicycle policy, as well as the granting of the bicycle. The employer will decide **in** cases for which this scheme does not provide.
- 1.8 The HR Department is responsible for implementing the leased bicycle scheme. The contact person for the cyclists is the fleet manager.

Article 2: Eligibility criteria for a Leased Bicycle

- 2.1 This scheme applies to all employees with a permanent employment contract (both fixed-term and open-ended) in the employer's service whose trial period is over.
- 2.2 Employees who are not eligible for a leased bicycle are:
 - employees with a 0-hours contract
 - working students
- 2.3 This scheme will apply besides (so not instead of) other lease schemes which you might use. This could be a leased car scheme.
- 2.4 You can lease one bicycle at most per lease period of 36 months.

Article 3: Options

- 3.1 Make a choice from the following types of bicycles: normal bicycles, E-bikes, cargo bikes, racing bicycles, mountain bikes and speed pedelecs.
- 3.2 You can choose from about 100 different name brands.
- 3.3 No maximum lease price applies to the bicycle.
- 3.4 The employee will receive an extra ART-2-approved chain lock from the dealer. A speed pedelec includes a helmet. This is taken into account in the monthly lease price.
- 3.5 The member [bicycle dealers](#) can be found via our partner Multilease.

Article 4: Costs of the leased bicycle

- 4.1 If you want to calculate what the advantage is of acquiring the leased bicycle, then use [this handy calculator](#). On this calculator, fill in the type, brand, value of the bicycle and the employer's contribution (see 4.2 for the amount of the contribution).
In the calculation you will see:
 - the gross monthly lease costs. These gross lease costs will be deducted from your gross salary, owing to which you will pay less tax. So you have a gross-net advantage;
 - the additional tax liability. You always pay this, even if you only use the bicycle for commuting or business traffic;
 - the tax payment, which will therefore be less because your gross salary decreases by the lease costs;
 - the ultimate net monthly expenses. The net costs will be withheld from your salary.If you scroll a bit further down, then you can see the cost savings with respect to the purchase of a bicycle in the second part of the overview. You will also find the estimated takeover price for which you can take over the bicycle after the lease ends.
- 4.2 The employer will pay a monthly sum of €50 of the lease payment during the entire term (36 months) of the lease. This is called the 'employer's contribution'.
- 4.3 The gross lease amount including BTW (Dutch VAT) and less the employer's contribution is payable by the employee and will be deducted from the *gross* salary. At the start of the lease, if applicable, the gross salary will be reduced by this amount.
- 4.4 If a leased bicycle is chosen with a lease amount higher than the employer's contribution, then no tax has to be paid on the difference and the employee will receive a gross-net advantage on this difference.
- 4.5 Any reduction of the gross salary will have no consequences for the accrual of holiday allowance and no consequences for the accrual of pension, but will have consequences for the amount of any social security benefits, redundancy pay and the income for tax purposes.
- 4.6 If a reduction of the gross salary causes the employee to come below the determined statutory minimum wage, then the employee will not be eligible for a leased bicycle.

- 4.7 The employee will owe a tax payment for private use of the bicycle, the so-called additional tax liability. The additional tax liability is an amount that is added to the *gross* salary and on which income tax must be paid, at present 7% of the retail value of the bicycle for tax purposes.
- 4.8 Leasing a bicycle will not result in registration with the Credit Registration Office (BKR).
- 4.9 If the employee receives a tax-free travel allowance for commuting and business traffic, then the employee may not declare this travel allowance for the days that the leased bicycle is used for commuting or business traffic.

Article 5: Process for acquisition of a leased bicycle

- 5.1 If an employee wants make use of the possibility of leasing a bicycle, then the digital process is the following:
1. The employer will send all employees who are eligible for the use of a bicycle an invitation by email. The invitation contains a unique order code.
 2. Select a bicycle at one of [our member bicycle dealers](#). In doing so the employee will state that the leased bicycle will be selected via Multilease and then the employee will fill in the unique order code.
 3. During or after the selection of the bicycle the employee must agree to the digital conditions as set out below:
 - the gross lease payment by which the salary will be decreased (if applicable);
 - the leased bicycle scheme of Baker Tilly;
 - compliance with the general lease terms and conditions of Multilease.
 4. As soon as step 3 has been completed the employer will approve the order.
 5. After approval by the employer the employee will receive a notice as soon as the bicycle can be picked up at the dealer or delivered (online order).
 6. When the bicycle has been picked up or delivered, a proof of delivery must be drawn up. Please note carefully! Check whether the dealer or deliverer draws up this proof of delivery in digital form and whether your lock and/or helmet has also been delivered. If no proof of delivery is drawn up, your bicycle will not be insured!
 7. The lease will start as soon as the bicycle has been picked up or delivered. The employee will actually pay for the bicycle only from that time. Please note! Once a bicycle has been ordered (and delivered) it cannot be exchanged. That is why our advice is to order your bicycle from your local dealer so that you can take a test ride in advance.

Article 6: Use of the leased bicycle

- 6.1 The employee must deal carefully with the bicycle and accessories. This means for example that the bicycle must be maintained according to the manufacturer's instructions. In case of a defect the bicycle must be repaired as soon as possible. The bicycle must always be locked and where possible attached to a fixed object with the chain lock delivered with it. If the bicycle is left unattended, the battery must be taken off the bicycle.
- 6.2 The employee may attach accessories to the bicycle at his/her own expense, on condition that this does not damage the bicycle and that he/she returns the bicycle in its original

condition at the end of the lease. These self-attached accessories are not included in the maintenance contract.

- 6.3 If a third party imposes or wants to impose attachment on the bicycle, the employee must inform the leasing company immediately and the employee will tell them that the bicycle is leased and not the employee's property.
- 6.4 The bicycle may not be used for commercial purposes (e.g. to deliver packages or to hire out). It is however allowed to have family members or friends use the bicycle now and then.
- 6.4 The bicycle may be used for private purposes.
- 6.5 It is not allowed to ramp up the bicycle to a speed that exceeds the statutory speed limit.

Article 7: Costs payable by the employee

- 7.1 The following costs are payable by the employee:
 - All costs of accessories that are not part of the lease;
 - Costs due to careless use of the bicycle;
 - Damage that is not covered by the insurance;
 - The excess under the insurance;
 - Costs in connection with loss;
 - Fines or other levies that the employee owes;
 - Electricity costs (charging the battery), parking, bicycle shelter, washing, polishing and all other products needed for use of the bicycle.
- 7.2 The employer will not be liable for loss that you as an employee suffer in connection with use or inability to use the bicycle.

Article 8: Insurance

- 8.1 The bicycle is insured for theft and damage with a limited excess. There is however an excess that the employee will have to pay in case of damage and, if an accessory is concerned, in case of theft. If you have a speed pedelec you will also get third-party insurance.

Excess	Total loss	Theft of the bicycle	Damage and if parts and accessories of the bicycle are stolen
Bicycle, e-bike, speed pedelec and other bicycles	€ 0	€ 0	€ 25
Racing bike and ATB (and e-variants)	20% of the insured sum	10% of the insured sum	€ 50

- 8.2 Insurance for damage suffered by third parties, namely personal liability insurance (AVP) (comparable to third-party insurance for cars), is not included.
- 8.3 If the bicycle or parts of it have been stolen, then you must make a report to the police. Always keep the two original keys. The employee, in consultation with and after permission

from the employer, may select a new leased bicycle. The lease will be discontinued automatically.

Article 9: Breakdown assistance

- 9.1 If the bicycle breaks down under way, the employee can contact the ANWB breakdown assistance service: 0592-390069. Advice: save this number together with the frame number that will be sent to you at the start of your lease.
- 9.2 The ANWB tries to get the employee back on the road as soon as possible. Should this not succeed, then the ANWB - within a radius of 25 kilometres from the location - will take the employee home, to work, to a dealer or another desired address. Please note. The employee cannot use the breakdown assistance service if he or she has left with an empty battery.
- 9.3 For repairs and maintenance of the bicycle, the employee can take it to one of the member Multilease bicycle leasing dealers. If the bicycle is unavailable for more than 2 working days because of maintenance or repair, the employee can use a loan bicycle from the dealer.
- 9.4 Multilease is allowed not to approve repairs towards the end of the lease. In case of repairs towards the end of the lease, what the most optimal route will be examined on a case-by-case basis.

Article 10: Maintenance

- 10.1 Your bicycle needs maintenance now and then. During maintenance all relevant parts and functions of the bicycle are checked. You will receive an annual reminder by email to have maintenance carried out by the dealer.
- 10.2 Repair costs that are covered by the insurance will be settled in accordance with the insurance conditions.
- 10.3 Multilease is not obliged to have merely visible damage to the bicycle repaired that does not hinder the safe use of the bicycle.
- 10.4 The Employees may not repair or carry out maintenance on the bicycle him/herself, with the exception of: (i) simple repairs (such as replacing/pasting a tyre); and (ii) self-attached accessories. The costs of such repairs will be payable by the employee.
- 10.5 The bicycle can be brought for repairs and maintenance to a bicycle dealer that has joined Multilease. In principle, the dealer where the bicycle was selected is also the dealer where the bicycle is maintained.
- 10.6 When you hand in your bicycle at the dealer for maintenance or repair, you need to tell the dealer that it is a leased bicycle of Multilease.
- 10.7 If a request for repair is made in the last 6 months of the lease, then Multilease will assess the extent to which this is necessary for safe riding or functioning of the leased bicycle. Multilease can determine at its discretion whether the repair may be made or is rejected. Repairs are always allowed if the dealer considers this necessary for the functioning or safety of the bicycle.

- 10.8 If the period that the bicycle cannot be used because in connection with damage repair, repair or maintenance is more than 2 working days, than a loan bicycle can be used. Inquire about this at the dealer.
- 10.9 The dealer where you brought the bicycle for service will provide the loan bicycle.
- 10.10 In principle, the loan bicycle will be comparable to the bicycle that has been leased. Multilease cannot guarantee the availability of a loan bicycle.
- 10.11 When the leased bicycled is picked up again, the employee must exchange the loan bicycle within 5 working days. If the loan bicycle is returned late, then Multilease will be entitled to charge a fee of €10 per day, with a maximum of €40.
- 10.12 If damage has been caused to the loan bicycle, then the dealer can directly and immediately charge the employee extra costs when it is handed in.

Article 11: Customer Service and contact information

- 11.1 If there are questions or complaints connected with the bicycle that cannot be resolved by one of our bicycle leasing dealers, the employee can contact the customer service of our partner HelloRider (www.HelloRider.com).
- 11.2 As an employee you must see to it that Multilease always possesses your contact details (email address and telephone number). If they change, the employee must inform the partner Multilease to this effect.

Article 12: Term and end of use of the bicycle

- 12.1 The lease term is 36 months. If the employee wishes to end the use of the bicycle early, then the employee will have to pay the employer an early termination fee. The early termination fee¹ is 40% of the monthly lease payment, calculated on the remaining instalments of the lease. In addition, the employee can make use of the possibility to take over the bicycle.
- 12.2 If the employee does not want to take over the bicycle, then the bicycle must be returned and the employee will have to pay the early termination fee if the lease is still in force.
- 12.3 Towards the end of the lease the employee will receive a takeover offer (also in case of early termination*). The amount of the takeover offer is the market value applicable at the time. On the basis of historical data at present this is approx.15% of the purchase price at the time of the start of the lease. In case of interim termination a higher value than the value after 36 months will apply.
- 12.4 If the employee does not accept the takeover offer, the bicycle must be returned within 14 days after the lease ends to a dealer that has joined Multilease. The employee will receive an email about this from Multilease with further return instructions.

¹ These costs can be withheld gross in the final settlement at the time that you leave employment, owing to which you may have a gross-net advantage on this termination fee.

- 12.5 In case of voluntary termination by the employee, the employee will have to pay the termination fee. In the event that the employer does not extend an employment contract, the costs of the termination fee will be divided 50/50, and in case of dismissal, the termination fee will basically have to be paid by the employee.
- 12.6 The lease can be transferred free of charge to a co-worker who wants to take over the lease. Because of this the employee will not have to pay any early termination fee.
- 12.7 On leaving employment the lease can be transferred to a new employer free of charge.
- 12.8 If you do not return the bicycle and accessories, if any, within this period, Multilease can charge a sum of €2.50 per day until the bicycle and any accessories have been returned.
- 12.9 When the bicycle is returned the dealer will check whether the bicycle is in good condition and will fill in a standard return form that the employee also has to sign.
- 12.10 If there is damage to the bicycle (other than wear and tear) or you do not completely return the bicycle and accessories, if any, then Multilease will be entitled to charge a reasonable fee that matches the reduction of the value of the bicycle and accessories, if any.

Article 13: Final provision

- 13.1 This scheme will enter into effect on 1 February 2024.
- 13.2 If the employee violates one or more provisions of this leased bicycle scheme, the employer will impose a sanction. As a last resort this can result in confiscation of the leased bicycle.