

EMPLOYEE BENEFIT SCHEMES

INTRODUCTION

Tayside Contracts have partnered with Vivup to provide an Employee Benefits Platform designed to improve your physical, financial and mental wellbeing.

All Tayside Contracts' employees are eligible to self register by:

1. Visiting www.vivup.co.uk and clicking on the 'Register' button
2. Selecting 'Tayside Contracts' from the Organisation drop down list
3. Completing your 'name', 'email address' and 'employee number' (this is your 6 numerical digit payroll number detailed at the top of your payslip)
4. Setting yourself a confidential 'password' and agree to the terms and conditions to complete your registration.

Our employee benefits platform provides access to Lifestyle Savings, Your Care, a confidential Employee Assistance Programme available 24/7/365, a Cycle to Work Scheme, Home and Electronics Scheme and Shared Cost Additional Voluntary Contribution (Shared Cost AVC) Scheme.

CYCLE TO WORK SALARY SACRIFICE SCHEME

As set out in our Climate Change Plan, we are committed to promoting active travel. Where feasible, we encourage you to make your journey to work healthier by walking, running or cycling.

The Cycle to Work Scheme is a voluntary salary sacrifice scheme allowing you (providing you meet the eligibility criteria) to enter into a 12 month salary sacrifice agreement to exchange part of your gross salary (i.e. pre-tax) in exchange to hire a bike and associated safety equipment/accessories up to the value of £1000.00 over a 12 month period providing you use the bike and safety equipment/accessories mainly for commuting to work (mainly means more than 50% of its usage).

The total purchase price of the bike and safety equipment will be paid by 12 or 13 equal deductions (depending on whether you are paid monthly or 4 weekly) from your gross pay and in addition in month 12, a deduction for the disposal fee from your net pay.

The Cycle to Work Scheme potentially allows you to make a saving on the Income Tax and National Insurance Contribution that you pay.

Eligibility Criteria

In order to participate in the scheme you must:

1. Primarily use the bike for all or part of your journey to work.
2. Earn above the National Insurance Lower Earnings Limit.
3. Have an hourly rate which remains above the appropriate National Minimum Wage/National Living Wage after the value of the repayment has been deducted from your pay.

4. Be employed on a permanent basis or have a temporary contract of more than 12 months.
5. Be over 18 years of age or have an advocate over 18 years of age to sign the Hire Agreement.
6. Not have any live agreements and outstanding repayments for a bike with Vivup.
7. Not have an [Earnings Arrestment](#) in place or any outstanding repayments related to overpayment of wages.

For the purpose of the Cycle to Work Scheme, night working allowance, unsocial hours allowance, standby payments, overtime/additional hours or any other form of additional payment is not considered when calculating the National Minimum Wage/National Living Wage eligibility criteria.

Application Process

There is a range of bikes and safety accessories that you can browse on the platform by selecting Cycle to Work > Bikes.

Alternatively, you can visit a local, participating bike shop to obtain a quote for any bike brand and then apply via the platform.

You are responsible for reading all the documents on the platform prior to submitting your order including:

- FAQs;
- Salary sacrifice Cycle to Work Scheme Terms;
- Impact on Employment Package.

Ownership

Under the Cycle to Work Scheme, the bike and safety accessories are the property of Vivup and must not be sold.

At the end of the Hire Agreement, Vivup will contact you to detail your options which, under a separate agreement, may include:

- Extending the hire period. After 2 years (3 including the original hire) ownership of a £3500 bike can be transferred to you. If the original purchase price was less than £500, this can be actioned after just 1 year (2 including the original hire).
- Taking ownership for fair market value.
- Returning the bike – if you decide not to keep the bike, Vivup will arrange for it to be collected from you and recycled.

Right to Cancel

You have the right to cancel within fourteen days starting on the day in which you acquire physical possession of the bike and if applicable safety accessories. To exercise your right to cancel, refer to the cancellation information document on the platform.

HOME AND ELECTRONICS SCHEME

The Home and Electronics Scheme is a scheme that allows you to purchase home and electronic products from your net pay.

The Home and Electronics Scheme is a voluntary scheme allowing you (providing you meet the eligibility criteria) to enter into a 12 month agreement to purchase **one** home and electronics product up to a maximum of 10% of your annual gross salary. The scheme is capped at one product every 12 months.

The total purchase price of the Home and Electronics product will be paid by 12 or 13 equal deductions (depending on whether you are paid monthly or 4 weekly) from your net pay.

Eligibility Criteria

In order to participate in the scheme you must:

1. Be employed on a permanent basis or have a temporary contract of more than 12 months.
2. Not have any live agreements and deductions remaining for another product within the Home and Electronics Scheme.
3. Not have an [Earnings Arrestment](#) in place or any outstanding repayments related to overpayment of wages.

Application Process

There is a range of products that you can browse on the platform by selecting Home and Electronics.

You are responsible for reading all the documents on the platform prior to submitting your order including:

- FAQs;
- Home and Electronics Scheme Terms.

The deductions will commence the month following submission of your order. Please note that deductions will start as stated, regardless of whether you have received the product you ordered or not (most products are dispatched within 5 working days of the order being approved/made to the supplier).

Ownership

Under the Home and Electronics Scheme, the product is the property of Vivup until you receive the product when ownership will be transferred to you.

Right to Cancel

You have the right to cancel and return the product for a full refund within 21 days of delivery as long as the product is still in its original, unopened packaging. The returns policy for unopened goods is in addition to your statutory rights. To exercise your right to cancel, please contact Vivup.

SHARED COST ADDITIONAL VOLUNTARY CONTRIBUTION (SHARED COST AVC) SCHEME

Our Shared Cost AVC Scheme offers you a cost-efficient way to invest in your financial future as it provides an opportunity for you to pay additional contributions to increase your pension benefits at retirement.

The Shared Cost AVC Scheme is provided as a salary sacrifice arrangement, which allows you to reduce your entitlement to cash pay, in return for a non-cash benefit, which in this case is shared cost AVCs.

To participate in the Shared Cost Additional Voluntary Contribution (Shared Cost AVC) Scheme, you must be a member of the main Local Government Pension Scheme (LGPS). For information regarding the LGPS, please visit www.taysidepensionfund.org/about-the-scheme/.

The Shared Cost AVC Scheme provides an opportunity to make savings in Income Tax and National Insurance contributions on the money paid into your pot when compared to paying AVCs in the standard way, making this a very valuable way to save for retirement. You could even withdraw your Shared Cost AVC plan 100% tax free at retirement.

Please note that neither Tayside Contracts nor Tayside Pension Fund can provide advice on the suitability of AVCs for members and that other options for saving for retirement are available. For details of other options for saving for retirement within the LGPS, please seek independent financial advice.

Further information about Shared Cost AVCs including Frequently Asked Questions (FAQs) is available on our Shared Cost AVC Platform which you can access via the Employee Benefits Platform and on our website under [Employee Benefits](#).

TERMINATION OF EMPLOYMENT

Cycle to Work

If you leave Tayside Contracts' employment for any reason (resignation, retirement, dismissal etc) before the end of your cycle to work scheme hire agreement, the bike and safety equipment becomes a taxable benefit and the remaining balance along with a transfer of ownership fee will be deducted from your final pay, after tax and national insurance contributions have been deducted.

If there are insufficient funds available to deduct the whole outstanding amount, you will be sent an invoice from our Finance Team and you will be required to repay the outstanding balance to Tayside Contracts within one calendar month of the invoice date which will be sent to you by our Finance Team.

Failure to repay will result in legal action to recover the outstanding balance which will incur you extra costs and may affect your credit rating.

Home and Electronics

If you leave Tayside Contracts' employment for any reason (resignation, retirement, dismissal etc) before the end of your home and electronics scheme agreement, the remaining balance will be deducted from your final pay.

If there are insufficient funds available to deduct the whole outstanding amount, you will be sent an invoice from our Finance Team and you will be required to repay the outstanding balance to Tayside Contracts within one calendar month of the invoice date which will be sent to you by our Finance Team.

Failure to repay will result in legal action to recover the outstanding balance which will incur you extra costs and may affect your credit rating.

Shared Cost Additional Voluntary Contribution (Shared Cost AVC) Scheme

If you leave Tayside Contracts' employment or leave the main Local Government Pension Scheme (LGPS), your entitlement to continue to participate in the Shared Cost AVC will cease immediately.

OCCUPATIONAL PENSION CONTRIBUTIONS

If you are a member of the LGPS all pension deductions will be made on your gross salary, i.e. full salary before any deductions, meaning that your pension contributions will not be affected by your participation in the Cycle to Work Scheme or Home and Electronics Scheme.

SALARY RELATED PAYMENTS/BENEFITS

Participating in a salary sacrifice scheme reduces your net pay and the level of Income Tax and National Insurance contributions you pay. Entitlement to some statutory benefits is based on your earnings and National Insurance Contributions, therefore these may be affected by participation in the Cycle to Work Scheme and Shared Cost AVC Scheme.

Participation in the Cycle to Work Scheme and Shared Cost AVC Scheme will not affect any non-statutory benefits or payments, such as Occupational Sick Pay, Occupational Maternity Pay, pay awards, standby payments etc.

However, statutory earnings-related benefits, such as Statutory Maternity or Statutory Paternity Pay and any other means tested benefits or Universal Credits will be affected as these are based on your reduced salary (your original salary less your Cycle to Work payment or Shared Cost AVC payment and other deductions).

You should ensure that you are fully aware of your own circumstances before participating in the Cycle to Work and Shared Cost AVC Scheme.

Participation in the Home and Electronics Scheme is unaffected as deductions are made from your net pay.

LIFE EVENTS

If you commence a period of no pay or reduced pay (e.g. long term absence, maternity leave, adoption leave) there may be no or insufficient salary available to sacrifice or deduct during that period.

If you have a Cycle to Work hire agreement, payments will cease temporarily and the length of the hire agreement will be extended accordingly.

If you have a Home and Electronics Scheme agreement, payments will cease temporarily and the length of the agreement will be extended accordingly.

If you have a Shared Cost AVC Scheme and you commence a period of no pay, your salary reduction will be cancelled. If you fall below the National Minimum Wage/National Living Wage or Lower Earnings Limit, you will be advised of the maximum amount of pay that you can sacrifice which will allow you to decide whether you want to proceed with the revised amount or cancel your participation in the scheme. You can rejoin the Shared Cost AVC Scheme in the future providing you meet the eligibility criteria and have sufficient salary to sacrifice.

A temporary suspension of payments under the Cycle to Work Scheme and Home and Electronics Scheme is permissible for up to 6 months, however, if you are unable to return to work following the 6 month period, you will be required to repay any outstanding balance under the Cycle to Work Scheme and Home and Electronics Scheme to Tayside Contracts within one calendar month of the invoice date which will be sent to you by our Finance Team.

Failure to repay will result in legal action to recover the outstanding balance which will incur you extra costs and may affect your credit rating.

SCHEME REVIEW

The employee benefits schemes will be reviewed annually.

HMRC regulations are out with the control of Tayside Contracts and may change in the future, which would directly impact on the running of the scheme.

DATA PROTECTION LEGISLATION

Tayside Contracts respects the privacy of our employees, any personal data processed during the application of this policy will be in line with Data Protection Legislation. Further information on how we may process personal data for the purpose of applying this policy can be found in our Privacy Notice.

A Privacy Policy specifically for the Employee Benefits Platform can be referred to when logged onto the platform.

Should you have any queries or require further clarification regarding any aspects of this policy or related policies please contact, HR Services on 01382 812721 or employment.policies@tayside-contracts.co.uk

If you would like this document translated into another language or in another format such as audio or large print then please contact the Equalities and Communications Section on 01382 834165 or communications@tayside-contracts.co.uk