

SURRENDER OF USE CONTRACT COMPANY BIKE LEASING

Dear Colleague,

Thank you for your decision to lease a company bike in cooperation with JobRad. This sporty offer gives you tax advantages whilst improving your health.

At the same time, you help us to strengthen our sustainable and green company activities by reducing the traffic volume. As a part of society, FIEGE is responsible for the good of society and is therefore always looking for efficient and resource-saving optimisations.

What next?


Below is the Surrender of Use Contract. Please read, sign and upload it to your “meinJobRad” portal.

Your application will then be checked and confirmed by JobRad once approved. And soon your new bike will be waiting for you!

Enjoy the ride!

FIEGE PASST ZU MIR

Impressed by FIEGE's green thinking?

Please leave us anonymous feedback on 

Simply scan this QR code or visit the page at:
www.kununu.com/de/fiege



Application number: Lease contract number

Contract for the Surrender of a Vehicle ("Surrender of Use Contract")

between the "Employer"

Company name Company name
Street, No. Street, No.
Post code, City Post code, City

and the "Employee"

Title Ms
Name Forename Surname
Street, No. Street, No.
Post code, City Post code, City
Telephone
Email email@beispiel.de

Personnel number Personnel number
Cost centre
Statistical order

The above Parties herewith conclude an additional contract to the employment contract in the respective valid version.

Vehicle details

Make	Make	Model	Bicycle
Size	Size	Colour	Colour
Type	Bicycle		

The Employee herewith engages the Employer to order this vehicle for the purpose of surrender from the following bicycle specialist retailer:

Specialist retailer	Company name
Street, No.	Street, No.
Post code, City	Post code, City

Agreed purchase price	EUR 2,320.00	(incl. VAT)	
RRP	EUR 3,000.00	(incl. VAT)	
Vehicle insurance	Yes	JobRad Service Package	FullService
Insurance premium paid by	Employer	Servicing fee paid by	Employer
Term	36	months	
Total usage fee	EUR 82.60	per month (excl. VAT)	
Conversion rate	EUR 65.60	per month	

1. Compensation conversion, salary bonus

In accordance with the corresponding amendment to the existing employment contract, the Employee shall convert a partial amount of the conversion rate stated on page 1 from their entitlement to gross monthly salary into an entitlement to use the above-stated bicycle, pedelec or S-pedelec, including accessories to be leased (hereinafter referred to as “vehicle”) leased by the Employer. The salary conversion shall start on the first day of the month following the handover of the vehicle and end upon expiry of the surrender of use. Should it become impossible to convert the salary during the term of the Contract, the Employee shall pay the conversion rate stated on page 1, subject to the provisions in sections 3.2 et seqq.

In the event of the vehicle being surrendered to the Employee in addition to the salary owed anyway, in other words the conversion rate stated on page 1 amounting to EUR 0.00, the provisions of this Surrender of Use Contract shall apply accordingly, unless special provisions have been agreed below.

Any cash advantage arising from the surrender of the vehicle is subject to tax and social insurance contributions. At present, a potential cash advantage shall be agreed to be a quarter of the recommended retail price, rounded to the nearest EUR 100.00. The Contracting Parties are aware that the tax regulations may change even during the term of the surrender and that an adjustment of the VAT rate could affect the conversion rate stated on page 1. The Employee shall herewith agree already to the resulting adjustments.

2. Terms and conditions of surrender, use and limits to the right of disposal

The Employer shall surrender to the Employee the vehicle stated on page 1 in accordance with this Contract, the provisions of the company vehicle leasing contract concluded between the Employer and the group works council in the respective valid version, and the terms and conditions of the leaflet “JobRad Fully Comprehensive Insurance and Mobility Guarantee” and, if this options has been selected, the terms and conditions of the leaflets “JobRad Inspection” and “JobRad FullService”, for company and private use in the regions covered by the fully comprehensive insurance as stated in the leaflet “JobRad Fully Comprehensive Insurance and Mobility Guarantee”. The leaflets form an integral part of this Surrender of Use Contract. They can be accessed on the meinJobRad portal or obtained from the person authorised by the Employer to deal with JobRad.

The vehicle is surrendered to the Employee exclusively for the contractually agreed use, which arises, in particular, from the characteristics of the vehicle, the user manual and the manufacturer’s instructions. The Employer and lessor may inspect the vehicle and check its conditions with prior notification.

The vehicle shall not be leased, lent, given away as a gift, sold or encumbered with third-party rights. It shall remain the property of the lessor for the term of surrender.

2.1. Third-party use, Employee’s joint and several liability

The vehicle shall not be surrendered to third parties at any time, excluding for the contractually agreed use of the vehicle by members of the Employee’s household. In addition to the Employee stated in the Contract, authorised users include the spouse, partner and persons living in the same household. Liability for the vehicle shall remain with the Employee. The Employee’s main place of residence is always relevant. The Employee shall assume joint and several liability with the user for the surrender of the vehicle and related use of the vehicle by third parties.

2.2. Start of surrender, takeover, inspection obligation and dealing with vehicle defects

2.2.1. The vehicle shall be surrendered to the Employee under the condition precedent of the vehicle being properly delivered by the specialist retailer and acceptance by the Employee. The Employee shall herewith already be instructed and authorised to inspect the vehicle to ensure that its condition is as contractually agreed, that it is operational and functioning properly, and that it visually appears to be non-defective, upon receipt and in the name of the Employer (“inspection obligation”).

2.2.2. If the vehicle is non-defective, the Employee shall accept the vehicle in the name and with the authorisation of the Employer and confirm receipt of the vehicle, and therefore its proper and non-defective conditions, to the lessor via JobRad GmbH or cooperate in the transfer of such confirmation by the specialist retailer (“confirmation of acceptance”). If a non-defective vehicle is delivered to the Employee, the latter shall confirm acceptance within seven days from delivery.

2.2.3. Should the Employer fail to meet their inspection obligation, should the Employee refuse to confirm acceptance contrary to their obligation or should the Employee wrongfully confirm acceptance despite visual defects, the Employee shall compensate the Employer for any damages arising as a result thereof.

2.2.4. Should a defect be detected during the inspection of the vehicle upon acceptance, the Employee shall report it immediately to the delivering specialist retailer in the name and by order of the Employer. If the vehicle has been dispatched, any defects shall be reported to the specialist retailer immediately, but no later than five days from receipt of the vehicle. The Employee undertakes to notify the Employer as well as JobRad GmbH (abrechnung@jobrad.org) about any notification of defect and incomplete delivery immediately, but no later than one week from declaring the notification of defect to the specialist retailer.

2.2.5. The Employee shall assert any defect claims arising under the sale of goods law in accordance with Section 439 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) for subsequent fulfilment (repair or replacement delivery) against the delivering specialist retailer. The Employee is herewith already being ordered and authorised to do so. Any compensation for expenses incurred in this respect (Section

670 BGB) shall be excluded. The Employee shall notify the Employer and JobRad GmbH immediately about the failure of an initial attempt to repair a defect. The Employee shall not rectify a defect themselves as this will result in an expiry of all defect claims relating to the defect.

2.3. Servicing and maintenance

The vehicle shall be properly serviced and maintained in accordance with the operating and maintenance instructions / manufacturer’s terms and conditions of guarantee at all times and maintained in a safe operational condition. The Employee shall carry all costs incurred in this respect that are not covered by the following services.

If the "JobRad Inspection" option has been selected, the Employee undertakes to initiate the annual inspection in accordance with the leaflet "JobRad Inspection". If the "JobRad FullService" option has been selected, the Employee shall be entitled to the "JobRad FullService" services in accordance with the terms and conditions stated in the leaflet "JobRad FullService". The Employee undertakes to initiate the annual inspection within the scope of the "JobRad FullService".

2.4. Vehicle modifications – installations, refitting and additions

Vehicle modifications are not permitted. In particular, modifications or additions that increase the vehicle's performance (tuning) are prohibited. However, it is permitted to add / replace the saddle, handle bar grips, pedals, bell, rear-view mirror and/or speedometer if the quality of these parts is as good or better than that of the original parts. The Employee's ownership and/or expectant right in all legally installed items that are fixed to the vehicle, particularly spare parts, shall be transferred to the lessor, which owns the vehicle, at the time of installation. Uninstalled items shall remain the property of the lessor, unless they have been replaced with replacement parts of a quality that is at least the same as the original parts. If the Employee asserts their right to remove parts within the scope of a modification, the Employee shall restore the vehicle to its original condition. Failure to do so shall result in the ownership of the modified part being transferred to the lessor without any compensation being due.

2.5. Reporting damage or loss of vehicle

The Employee shall notify the lessor and JobRad GmbH of any damage or loss of vehicle immediately, but no later than three weeks from the occurrence of the damage or loss, by order of the Employer. Damage shall include any type of substantial deterioration of the vehicle.

2.6. Insurance

2.6.1. The bicycle or pedelec (hereinafter referred to as "bicycle", including accessories to be leased) is insured against theft, burglary, robbery (including additional parts) and damage through the JobRad fully comprehensive insurance agreed between the Employer and lessor in the individual lease contract, in accordance with the provisions of the leaflet "JobRad Fully Comprehensive Insurance and Mobility Guarantee". The employee is obliged to lease a lock that complies with the insurance conditions (especially the recommended retail price of €49).

2.6.2. The Employee undertakes to comply with the terms and conditions of the leaflet "JobRad Fully Comprehensive Insurance and Mobility Guarantee" and, in particular, the connection and security obligation as well as the obligation to report incidents to the police, which are also the Employee's contractual obligations. If, in a damage event, it is found that the Employee violated the terms and conditions of the leaflet, which entitles the insurance company to reduce the compensation payment according to the severity of the Employee's joint culpability, the Employee shall pay compensation for the damages not covered by insurance due to their conduct.

2.6.3. S-pedelecs, which are motorised vehicles, cannot be insured through the JobRad fully comprehensive insurance. The Employee shall properly insure an s-pedelec through an insurance company domiciled in Germany and obtain third party, fire and theft cover with a maximum excess of EUR 150.00, including VAT, per damage event and properly register the vehicle for the duration of surrender. The insurance policy shall cover the following risks at a minimum: destruction, loss, fire damage and theft. The Employee shall ensure that the insurance certificate is issued in the name of, and sent to, the lessor. The Employee shall provide proof that the insurance policy has been concluded no later than 14 days from the start date of the Contract. Should it come to light that the insurance refuses to cover all of the costs of a damage event, the Employee shall pay for any damages not covered by the insurance.

2.7. Conduct in the event of damage to, or loss of, bicycles

In the event of damage to a bicycle (see definition in Section 2.6.1), a damage report shall be filed in accordance with leaflet "JobRad Fully Comprehensive Insurance and Mobility Guarantee" and the documents stated therein submitted. Upon request, the Employee shall further provide all information required for the investigation of the damage event or scope of insurance payout in text form (e.g. email). Photos of the location of the damage shall be submitted at a later date, if necessary. In addition, the Employee shall permit any investigation of the cause and scope of damage and the scope of insurance payout. The Employee shall provide information on any other form of existing insurance cover, such as home content insurance, in particular, when reporting damages caused by theft / burglary including additional parts.

In accordance with the JobRad fully comprehensive insurance cover, the Employee shall notify JobRad GmbH immediately, but no later than three weeks from the damage event, in text form about the destruction or value impairment of the vehicle, by order of the Employer.

2.8. Liability, excess payable for a damage event and waiver of liability

2.8.1. The Employee shall assume liability for all damages caused to third parties whilst using the vehicle.

2.8.2. If the vehicle was used for company purposes, the statutory principles of privileged employee liability shall apply. In accordance with these principles, the Employee shall assume full liability for all damages caused by acts of malicious intent or gross negligence committed by the Employee and from the latter's violation of the insurance obligations against the Employer. In the event of moderate or slight negligence, the Employee shall always pay a reasonable share of the costs for rectifying the damage. When using the vehicle for company purposes, the Employee shall pay the potential excess specified in the insurance policy.

2.8.3. The Employee shall assume liability for all damages during private use of the vehicle. If insurance cover is provided through the JobRad fully comprehensive insurance financed by the Employer, the insurance company shall carry the costs.

2.8.4. The Employee shall take out their own adequate private liability insurance and provide the Employer with proof thereof immediately upon request.

2.8.5. The Employee shall use the vehicle at their own risk.

2.8.6. Within the scope of the Employee's liability, the Employee shall herewith hold the Employer harmless of third-party claims and compensate the Employer for any related payments upon request.

3. Contractual term, expiry of the surrender of use, withdrawal of the right of usage

3.1. This Surrender of Use Contract has a fixed term and expires automatically after 36 months, counted from the first day of the month following the acceptance of the vehicle (Section 2.2), without requiring special notice of termination by one of the Contracting Parties. This Contract shall become effective upon signature. It carries a condition precedent and only comes into effect if the Employer has approved the Employee's application for the surrender of a vehicle within a period that the Employee may expect under regular circumstances. Both Contracting Parties may withdraw from this Contract if the individual lease contract fails to be concluded due to reasons outside the Contracting Parties' scope of control, thus making the surrender of the vehicle impossible for the Employer.

3.2. It is generally impossible to terminate the Surrender of Use Contract, unless in the event that before the expiry of the Contract:

- a) the Employer is no longer able to surrender the vehicle to the Employee for reasons arising from the contractual relationship between the Employer and lessor (e.g. termination of the individual lease contract, insolvency of one of the contracting parties, other loss of the right to surrender property);
- b) the employment contract between the Contracting Parties is terminated;
- c) the employee is deceased;
- d) the Employee severely violates their obligations arising from the Surrender of Use Contract and the prevailing circumstances justify termination without notice of the contractual relationship, taking into consideration the interests of both Parties;
- e) the possibility for converting the fee permanently ceases to exist for other reasons (particularly if the Employee becomes permanently unable to work);
- f) the surrendered vehicle is stolen or otherwise lost; or
- g) the surrendered vehicle is an economic or technical write-off.

In the above cases stated in a) to d), the Surrender of Use Contract shall expire upon the occurrence of the stated event. In the cases e) to g), the Contract shall expire at the end of the month following the event without requiring special notice of termination.

3.3. The Employee shall compensate the Employer for any damages resulting from the early termination of the Surrender of Use Contract if such early termination is the result of actions that fall within the Employee's scope of control.

3.4. The Employer reserves the right to permanently or temporarily withdraw the Employee's right to use the vehicle in writing if there are factual reasons and taking into consideration the Employee's interests, particularly if

- a) the Employee is sent on leave of absence following notice of termination or a withdrawal agreement is concluded for the term of the leave of absence, starting at the end of the month in which the termination was issued or the withdrawal agreement concluded;
- b) the Employee takes on a position for the Employer in a non-European country;
- c) the opportunity to convert the fee temporarily ceases to exist for the duration of the cessation, e.g. if the Employee receives sickness pay or maternity pay;
- d) the Employee's salary is seized, if and insofar as the opportunity to convert the fee ceases to exist due to such seizure.

3.5. In the event of the Employer withdrawing the Contract, the Employee's obligation to pay the conversion fee ceases to exist for the duration of the withdrawal.

3.6. In the event of a temporary cessation of the opportunity to convert the fee (Section 3.4 c)) and the seizure of the Employee's salary (Section 3.4 d)), the Employer may grant the Employee the use of the vehicle instead of withdrawing the Contract if the Employee pays the conversion fee directly to the Employer. The Employee shall not have any entitlement in this respect. The tax advantage created by the salary conversion shall cease to exist for this period.

3.7. The above provisions shall apply accordingly in the event of the use of the vehicle being granted in addition to the salary owed. In the events stated in Section 3.4 c) and 3.4 d), the above conversion fee corresponds to the total usage fee stated on page 1.

4. Obligation to return the vehicle upon expiry of the Surrender of Use Contract or withdrawal of the possibility to use the vehicle, compensation for damages and use, exception of the obligation to return the vehicle

4.1. The Employee (or their heir), shall return the vehicle, including all accessories that have been leased, immediately, in the name and by order of the Employee, to the lessor or an instance engaged by the lessor, in a condition that reflects the age and contractually agreed use of the vehicle, in an operational and safe condition, in the event of the regular (Section 3.1) or early (Section 3.2) termination of the Surrender of Use Contract. If the vehicle is an economic or technical write-off (Section 3.2 g)), the Employee shall return the remaining components of the vehicle upon request by the Employer or lessor. The obligation to return the vehicle shall not apply in the event of theft or other loss of the vehicle (Section 3.2 f)). Should the lessor have a legitimate interest, the lessor may, at its discretion and taking into consideration the Employee's interests, specify a different place for the return of the vehicle. The Employee shall not suffer any financial or legal disadvantage due to such action compared with the return of the vehicle to the head office of the lessor.

4.2. In the event of the option to use the vehicle being withdrawn (Section 3.4), the above provisions shall apply accordingly. In such case, the vehicle shall be returned to the Employer or an instance engaged by the Employer.

4.3. The Employee shall carry the costs for returning the vehicle and restoring it to the contractually agreed condition upon return.

4.4. In the event of the Employee violating the obligation to return the vehicle, the Employer may request compensation for any damages incurred as a result. This rule shall not apply if the violation of obligation falls outside the Employee's scope of control.

4.5. Should the Employee fail to return the vehicle once the Surrender of Use Contract has expired or after the option to use the vehicle has been withdrawn, the Employee shall pay a usage fee of one thirtieth of the agreed total usage fee for each day that the Employee continues to fail to return the vehicle. The Employer reserves the right to assert further-reaching damage claims.

4.6. The Employee's right of retention and claims for damages or loss of use on the grounds of the cessation of the private use option shall be excluded.

4.7. The continued use of the vehicle without the Employer's consent shall not be deemed to be an extension of the Contract for an indefinite term. The application of Section 545 BGB shall be excluded.

4.8. The Employee shall not be obliged to return the vehicle in accordance with the above provisions if the vehicle is offered for sale to the Employee at the end of the Surrender of Use Contract, the Employee accepts such purchase offer and meets their obligations arising from the purchase agreement on time. However, the Employee shall not have any entitlement to purchase the vehicle.

5. Helmet

It is recommended to wear a helmet, regardless of this being compulsory or not.

6. Employee's obligations to cooperate in insurance claims and gratuitous promises

The Employee shall provide the Employer with information and documentation required by the Employer for asserting a claim for a gratuitous promise or insurance against the lessor or insurance company and agree to the transfer of such information and documentation to the lessor or an insurance company.

The Employee shall further agree to all inspections of the cause and scope of an obligation to deliver on a gratuitous promise or insurance obligations.

7. Data processing information

The Employee is herewith being informed that their personal data stated on page 1 of this Surrender of Use Contract is processed for contractual conclusion and fulfilment purposes and is forwarded to JobRad GmbH, the lessor and their vicarious agents (e.g. specialist retailer, insurance company and refinancing company) for this purpose. The provisions of the Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG) and the General data Protection Regulation (GDPR) are being complied with. The Employer can provide the Employee with comprehensive information on data protection.

The Employee is further being informed that within the scope of the existing insurance cover and/or the contractually agreed entitlement to be held harmless, it may be necessary for the Employer to send further personal data of the Employee (e.g. date of birth, profession, termination of the employment contract and the reason for such termination, a copy of the notice of termination), and also specific personal data, particularly health data (e.g. inability to work, such as date on which the inability to work was determined, end date of the inability to work, copy of the

medical certificate confirming the inability to work) to the lessor, JobRad GmbH or directly to the insurance company, if required.

The Employer collects and transfers the Employee's personal as well as special personal data to the parties involved (lessor, JobRad GmbH and insurance company) on the basis of Art. 88 GDPR in conjunction with Section 26 BDSG. The personal and special personal data may be transferred between the parties involved (JobRad GmbH, lessor and insurance company) for the processing of the gratuitous promise and/or insurance claim and processed by these parties for the fulfilment of the contract for processing the gratuitous promise and/or insurance claim.

8. Final provisions

8.1. The obligations arising from the Surrender of Use Contract shall continue to apply in any case until it has been concluded in full and final. 8.2. No additional agreements to this Contract have been entered into.

8.3 Should individual provisions of this Contract be or become ineffective, this shall not affect the effectiveness of the Contract as a whole. In such case, the Contracting Parties shall replace the ineffective provision with a provision which comes closest in meaning to the original legal and economic purpose of the ineffective provision, taking into consideration both Parties' interests. The same shall apply in the event of an unintentional omission.

By signing this Contract, the Employee confirms that they have read and acknowledged the leaflet "JobRad Fully Comprehensive Insurance and Mobility Guarantee" and, if the "JobRad Inspection" and/or "JobRad FullService" options have been requested, the leaflets "JobRad Inspection" and/or "JobRad FullService".

City, date

City, date

Signature(s) of Employer / HR
department

Signature Employee

Print forename and surname(s)

Print forename and surname(s)