

GENERAL TERMS AND CONDITIONS - PLEASE READ CAREFULLY

1. **Request for Enrolment** - I hereby enrol in TransLink's Employer Pass Program (the "Program") that enables me to purchase a transit pass ("Employer Pass") for travel in selected zones/distances through payroll deduction. I acknowledge a non-refundable enrolment/administration fee of \$15.00 is payable upon enrolment.
2. **Minimum Commitment** – I understand my obligation to participate in the Program and make payments is for a minimum term of 12 months participation in the program (the "Commitment Period").
3. **Payroll Deduction** – I understand that in order to participate in the Program, amounts owing to TransLink must be made through payroll deduction. **I hereby authorize my employer to deduct a sufficient amount each pay period through payroll deduction to cover the monthly rate applicable for my Employer Pass from time to time. I further authorize my employer to deduct any other amounts owing by me with respect to the Program and for which I have not made direct payment to my employer, including the application fee, any replacement fee(s) and any early withdrawal fees.**
4. **Early Withdrawal/Termination**
 - a. **Termination (after expiry of the Commitment Period)** – I understand that after the Commitment Period and provided I return my Employer Pass, I can withdraw from the Program upon providing TransLink 1 month's written notice.
 - b. **Early Withdrawal (before expiry of the Commitment Period)** – I understand that I cannot withdraw from the Program during the Commitment Period unless: (i) I provide TransLink with 1 month's written notice; (ii) I return my Employer Pass, and (iii) I pay to TransLink, in addition to any other amounts owing to TransLink, the difference between the cost of an equivalent zone/distance regular monthly pass and the monthly rate applicable to my Employer Pass for the months I participated in the Program. I understand and agree that I must remit this adjustment amount at the time I make a written request for early withdrawal or it will be deducted from my paycheque and remitted to TransLink by my employer on my behalf.
5. **Temporary Suspension** – I understand I can temporarily suspend my participation in the Program for a minimum of 3 months upon providing TransLink 1 month's written notice and surrendering my Employer Pass if I am away from work for: (i) maternity/parental leave; (ii) long term disability leave; (iii) temporary assignment; or (iv) any other reason approved by TransLink.
6. **Termination of Program** – I understand my ability to participate in the Program arises from my employer having entered into an agreement with TransLink to offer the Program at my workplace and is subject to TransLink continuing to offer the Program. If TransLink discontinues the Program or the agreement between my employer and TransLink is terminated, this agreement also terminates effective the date of discontinuance of the Program or termination of the agreement with my employer. Upon such termination, I will surrender my Employer Pass to my employer or be liable for continued payment to TransLink.
7. **Obligation to Pay** – I understand I am responsible for payment of the monthly rate applicable for my Employer Pass for each month during the Commitment Period and continuing until I have returned my Employer Pass to TransLink. I understand my ability to withdraw from the Program or temporarily suspend participation in the Program will be subject to surrender of my Employer Pass. I understand I could be subject to legal action by TransLink for recovery of any unpaid amounts.
8. **Lost and Stolen Pass** – I will immediately advise TransLink if my Employer Pass is lost or stolen. I will be entitled to receive a replacement Employer Pass upon payment of a replacement fee of \$50, provided no other payments are outstanding.
9. **Conditions of Use/Change in Rate** – Despite any other term of this contract, I understand use of the Employer Pass, any benefits associated with the Employer Pass, and the monthly rate payable by me are subject to the South Coast British Columbia Transportation Authority (TransLink) Transit Tariff as amended from time to time by TransLink (the "Tariff"). I understand the monthly rates shown on page 1 are current as at the date of signing this contract and are subject to change. I agree to pay the applicable rate for the Employer Pass as amended from time to time and set out in the Tariff.
10. **Ownership** – I understand that even though the Employer Pass contains my name, the Employer Pass remains at all times the property of TransLink and I must surrender it to TransLink when requested to do so.
11. **Non-Transferable** – I understand my Employer Pass is for my use only and use by any other person is a breach of this contract and may result in penalties and/or prosecution under legislation, confiscation of my Employer Pass and/or cancellation of my participation in the Program.
12. **Annual Renewal** – I am aware my Employer Pass is valid until the expiry date shown on its face provided no payments are outstanding. I will be required to obtain a new Employer Pass annually and understand TransLink has the right to withhold providing a renewal Employer Pass until any amounts owing to TransLink by me or my employer are paid in full.
13. **Notices** – Any notices to be given to TransLink may be given either to TransLink at the address set out on page 1 or through the representative named by my employer to administer the Program at my workplace (the "EPP Coordinator"). Any notice to be given by TransLink to me will be validly and sufficiently given if provided by TransLink to the EPP Coordinator for distribution.