TERMS AND CONDITIONS

1. *Definitions* – In addition to terms defined elsewhere in this agreement, the following terms have the following meanings:

   "**Employee**" means a regular, full-time or part-time employee of the Employer, or such other category of employee as authorized in writing by TransLink;

   "**Enrolment Contract**" means the agreement signed by an Employee, a sample of which is posted on TransLink's website, and as amended from time to time.

   "**Passholder**" means an Employee, including a former Employee, who has signed an Enrolment Contract and possesses an Employer Pass.

2. *Term and Termination:*
   (a) *Term* - This agreement will commence on the effective date shown on page 1 and will continue until terminated in accordance with section 2(b);
   (b) *Termination* – Either party may terminate this agreement upon at least 3 months' written notice to the other party. Despite any other term of this agreement, if at any time the number of monthly Passholders falls below 25 or the Employer fails to comply with this agreement, TransLink may terminate this agreement upon giving at least 1 month's written notice to the Employer;
   (c) *Effect of Termination* – Termination of this agreement will result in automatic termination of all Enrolment Contracts effective the termination date of this agreement. The Employer must give notice of termination to Passholders and request the return of Employer Passes from each Passholder. Within 1 month of termination, the Employer will return Employer Passes collected to TransLink, along with the names and last known work and home contact information for Passholders who have not returned his/her Employer Pass as authorized by the Enrolment Contract. This provision survives the termination of this agreement.

3. *Employer Responsibilities* – In consideration of TransLink providing the benefits of the EPP to its Employees, the Employer agrees to encourage transit use among its Employees and will administer and facilitate the management of the EPP at its workplace, including performing the following functions and responsibilities:
   (a) *Program Administration and Management* – The Employer will implement and administer the EPP at its workplace(s) in accordance with processes created by TransLink as modified from time to time;
   (b) *Communication* – The Employer will post, distribute or otherwise make known to Employees and Passholders any information provided by TransLink, including any changes or modifications to the Enrolment Contract, that would be of interest to Employees in general or affect Passholders;
   (c) *Payroll Deduction* - The Employer will make payroll deductions authorized by each Enrolment Contract during each pay period and remit payment to TransLink as required by this agreement;
   (d) *Employee Participation* – It is a condition of the EPP and a term of each Enrolment Contract that Passholders must at all times be an Employee and must permit payroll deduction as payment for the Employer Pass. The Employer will immediately notify TransLink if any Passholder ceases to be an Employee or revokes his/her payroll deduction authorization and will use its best efforts to recover Employer Passes from such Passholders. **It is a breach of this agreement for the Employer to permit persons who are not Employees to participate in the EPP.**
   (e) *Disclosure of Information* – As authorized by each Passholder in his/her Enrolment Contract, the Employer, upon request by TransLink, will confirm the continued employment of any Passholder and will provide TransLink with the last known work and home contact information of any Passholder who: (i) has ceased being employed by the Employer and has not surrendered his/her Employer Pass; (ii) has discontinued or revoked his/her payroll deduction authorization; (iii) has outstanding amounts owing to TransLink with respect to the EPP; or (iv) has failed to return his/her Employer Pass after withdrawing from the EPP;
   (f) *EPP Coordinator* – The Employer will appoint an EPP Coordinator to administer the EPP on behalf of the Company in accordance with the requirements of TransLink from time to time. The EPP Coordinator will be required to complete TransLink's TravelSmart Training Workshop within 2 months of executing this agreement, and otherwise within 2 months of being appointed EPP Coordinator during the Term.

4. *Fees:*
   (a) *Invoice and Payment* - TransLink will render a monthly invoice to the Employer for the amount owing to TransLink with respect to each Passholder as more particularly identified in the Enrolment Contract. The invoice is deemed to be correct unless the Employer notifies TransLink of any errors in writing by the 15th day of that month. The Employer will remit payment no later than the 15th day of that month. It is the Employer's responsibility to collect and co-ordinate any amounts due and owing from Passholders
   (b) *Interest for Non-Payment* - Late payments will be subject to an interest charge, accruing from the date payment was due until the date of actual payment, at the rate of 24% per annum;
   (c) *Default in Payment* – TransLink reserves the right to refuse to print any new or replacement Employer Passes if any payments due and owing to TransLink by the Employer are outstanding.

5. *Protection of Privacy* – TransLink is subject to the *Freedom of Information and Protection of Privacy Act (British Columbia)* and is required to comply fully with all provisions of that Act, including as they relate to disclosure of information.