



Tudhoe Learning Trust

Car Lease Policy

Approved by:	Trust Chief Executive Officer	Date: July 2024
Last reviewed on:	July 2024	
Next review due by:	July 2026	

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1. Introduction

This document sets out the rules of the Car Benefit Scheme. By participating in the scheme, you are agreeing to adhere to these rules. This document should be read in conjunction with the Salary Sacrifice Agreement and the FAQs. Please note that participation in the Car Benefit Scheme is entirely at your discretion. You should make sure you are satisfied with the terms and conditions in respect of the products and services on offer. Should you decide to enter into the Car Benefit Scheme, you are responsible for selecting the exact specification of the Vehicle that you require.

2. Definitions

“us”, “we” - Employer

“you” - Employee “Agreement” is your Agreement with us comprising the Salary Sacrifice Agreement and the Scheme Policy

“Driver Guide” means the document that outlines the in-life services and processes in association with the Car Benefit Scheme.

“Driver Portal” or “website” means the Car Benefit Scheme website.

“Other Services and Benefits” means all other ancillary services and benefits you will receive in connection with the Vehicle as detailed in your quotation.

“Salary Sacrifice Agreement” means the agreement between you and us for the reduction of your salary and the provision of a Vehicle.

“Scheme Mileage” means the mileage allowance which you have selected on the Driver Portal.

“Tusker Driverline” or “Driverline” means the phone number as detailed on the Driver Portal.

“Vehicle” means the vehicle you order and all parts and accessories including keys, master keys, remote devices, alarm and immobiliser codes and documents containing the information that you need to use and obtain the benefit of the vehicle, (including the service book, manufacturer’s handbook and the vehicle warranty).

Any reference to obtaining permission from Tusker in writing shall require you to contact the Driverline to request such permission.

3. Eligibility

The purpose of the lease car scheme is to provide transport to employees. The requirement to drive business miles is not essential as the salary sacrifice or salary deduction lease car is open to all employees (subject to earning the threshold).

In this respect, participation in the scheme will be offered to all new and existing employees. However, there are specific requirements that must be met:

1. The salary must be over £26K, and the deduction amount cannot reduce an employee's taxable salary below the National Living Wage.
2. The employee must have passed their probationary period.

The Trust reserves the right to reject applications with a full explanation of the basis of the rejection being provided.

Eligible employees may join the scheme but may not opt out during the lease period without reimbursing any early termination charges incurred by the Trust.

4. Part One: Our Agreement with you for use of the Vehicle

The scheme operates as a salary sacrifice arrangement and you will be required to enter into a Salary Sacrifice Agreement. This means that you voluntarily give up a portion of your gross salary for the period of the scheme. In return, you will be provided with the use of a Vehicle and the Other Services and Benefits provided in connection with the Vehicle. At no stage will we own the vehicle that you will have use of as part of this scheme.

This arrangement will last for a period of up to 4 years subject to any change in the duration of your participation in the scheme as described below.

We have appointed Tusker to operate and manage the Car Benefit Scheme.

In certain circumstances you may also have to pay charges which are additional to the amount that you sacrifice from your gross salary during the term of the Agreement. These charges are outlined in the relevant sections below. All charges exclude VAT and any other applicable taxes which you must also pay. Where it is necessary for you to pay a charge, we or Tusker will inform you of the charge in writing and we will make a deduction from your net pay (or from any other amounts payable to you by us) at the next available payroll. If we are unable to make deductions to cover the amount of any charges owing (including where you leave our employment) then you must pay the full amount owing to us as a debt and upon demand.

5. Pre-Delivery and taking Delivery of the Vehicle

Although Tusker will provide you with an approximate lead time for the Vehicle you choose, the manufacturer may sometimes change the date, which is outside of our and Tusker's control. If you have no other means of transport we would advise keeping hold of your existing vehicle until you take delivery of the new Vehicle. Under no circumstances will we or Tusker be liable to you for any losses incurred due to a delay or failure to provide the Vehicle.

If, prior to arranging delivery of the Vehicle, you decide that you no longer want to participate in the scheme you can cancel your order by telephoning the Tusker Driverline. The supplying dealer or the manufacturer may charge a cancellation fee which you will be required to pay to us, and such cancellation charge shall be advised by Tusker after you order the vehicle.

If you decide that you no longer want to participate in the scheme, and the Vehicle has already arrived at the dealership, then you will incur a cancellation charge that you must pay to us. This will be notified to you at the time of cancellation.

Please note that the cancellation charges outlined above are likely to be higher if you choose a less popular vehicle specification or colour combination.

You must be present when the Vehicle is delivered. You will be asked to inspect the Vehicle to ensure there is no damage or visible defects and that any additional options you have ordered are present. You will then be asked to sign an inspection report to confirm this. If any of the additional options you have ordered are not present, the vehicle does not meet the specification ordered or you notice any damage or defect, you must call the Tusker Driverline prior to signing the inspection report and note the damages and/or non-conformance on the inspection report. For the avoidance of doubt, it is your responsibility to carefully check the Vehicle on delivery and to confirm that there are no visible defects or damage and that all options chosen by you are included. If you sign

the inspection report, this will be conclusive evidence that you accept that the Vehicle was free from damage, visible defects and conforms to the specification that you chose on delivery.

Please note that rejection of the Vehicle in any other circumstances will incur a cancellation charge.

You must report any faults with the Vehicle at any time to Tusker by calling the Tusker Driverline as soon as possible. You and any other insured drivers must not use the Vehicle until the fault has been rectified (if it may otherwise be unsafe to do so).

6. Use of the Vehicle

Once you have taken delivery of the Vehicle you are able to enjoy use of it for both personal and business purposes. However, there are several restrictions on how you may use the Vehicle, as set out below.

You must obtain the permission of Tusker in writing and pay any charges notified by Tusker if you wish to:

- use the Vehicle for towing;
- convert, modify or alter the Vehicle; or
- affix any sign, letter or advertisement, e.g. a personalised registration number to the Vehicle.

Permission and details of any costs involved can be obtained by contacting the Tusker Driverline.

You must not:

- use the Vehicle as security for the payment of a debt;
- involve the Vehicle in any other legal process;
- mortgage the Vehicle;
- loan, hire, rent out, or otherwise part possession with the Vehicle;
- use the Vehicle on building sites;
- use the Vehicle for any trial, racing, rallying, pacemaking, speed testing or any form of competition;
- use the Vehicle for off-road driving;
- use the Vehicle to give driving tuition to anyone that is not on the insurance policy;
- allow the Vehicle to be driven by anyone who does not hold a provisional* or full UK, EU or EEA driving licence;
- allow the Vehicle to be driven by anyone who has not been insured to drive the vehicle;
- overload the Vehicle as per limitations guidance in the manufacturer's handbook;
- disconnect or tamper with the odometer drive cable; or
- transfer the benefit of your Agreement with us or transfer any of the obligations that you owe to us under the Agreement.

*If you have contacted Tusker and they have added a provisional driver to the insurance policy, when the provisional driver passes their test, you will need to notify Tusker immediately. The driver will not be insured to drive the car on their own until the motor insurance has been updated.

7. Other Services and Benefits

The process for you to obtain Other Services and Benefits is set out in the Driver Guide. Any reference to fair wear and tear means the fair wear and tear to a Vehicle that is described in the British Vehicle Rental and Leasing Association guide entitled "Fair Wear and Tear for Company Cars" as varied from time to time. A copy of the guide is available on the Driver Portal.

Servicing, Maintenance and Repairs

The scheme covers routine servicing, maintenance and repairs of the Vehicle, including for fair wear and tear, replacement of exhausts, batteries and tyres (excluding winter tyres and subject to fair wear and tear) but does not include all costs of repair to the Vehicle as a result of:

- damage to the Vehicle (except where this is covered by the insurance policy);
- misuse of the Vehicle or abuse to the Vehicle, including repairs to bodywork, tyres punctured and/or damaged by your negligence, misuse or abuse (this is not an exhaustive list of damage and is included for indicative purposes only);
- charges for replacement glass (except where this is covered by the insurance policy); and
- fuel and 'top-up' oils and lubricants (including AdBlue) between servicing.

You are responsible for paying the charges for these repairs and items. You must:

- maintain the bodywork of the Vehicle and the exterior and interior must be in good Tusker condition (fair wear and tear excepted) having regard to the age and mileage of the Vehicle;
- maintain the Vehicle and carry out maintenance in accordance with the manufacturer's handbook;
- maintain the Vehicle in a roadworthy condition;
- obtain servicing, maintenance and repair services promptly in line with the manufacturer's guidelines and when indicated to do so by the Vehicle or by Tusker, by following the rules set out below;
- book the Vehicle in for servicing, maintenance and repairs through the Driver Portal or by telephoning the Tusker Driverline; and
- regularly check and maintain levels of washer bottle water, engine oil, coolant, and where relevant AdBlue, along with checking all lights are in fully working order and the tyres for inflation levels, visible damage and tread depth.

You must not have the Vehicle serviced, maintained or repaired at any garage not approved by Tusker. If you do not arrange services, maintenance and repairs through Tusker, you will have to pay all the reasonable costs of repair. If these unauthorised services, maintenance and/or repairs devalue the Vehicle, you must pay a charge equivalent to the loss in value. The loss in value will be determined by an independent vehicle assessor. If the assessor determines that there is a loss in value then in addition to you paying the loss in value, you must also pay Tusker's costs in appointing the vehicle assessor.

Servicing, maintenance and repair services are only available in the UK (unless you have obtained permission to take the Vehicle abroad and Tusker have approved maintenance and repairs to be carried out under the 'Travel Aboard' section of this policy).

Tusker will use local premier independent garages as standard, except for warranty concerns and repairs which will be booked with franchised dealers. If you have selected the 'main dealer servicing' option, Tusker will always try to use the nearest manufacturer's dealership or service centre for any servicing or maintenance work.

Please note that Tusker cannot currently support the use of manufacturer 'connected' services. If you elect to have the service activated, please ensure that you continue to contact Tusker directly for all service, maintenance, tyre and repair enquiries. Tusker utilises its own network of preferred suppliers so please do not use any dealers or garages that the connected service may suggest.

If you do not understand anything in this section, you should contact the Tusker Driverline for clarification.

Statutory Requirements and Vehicle Excise Duty (vehicle tax)

Vehicle tax is included as part of Other Services and Benefits and Tusker will renew it each year prior to the expiry date.

If the cost of the vehicle tax, VAT, Insurance Premium Tax, corporation tax or capital allowances used to calculate your salary reduction/the charges for the Vehicle changes whilst you have the Vehicle, or there are any changes to any other applicable laws or tax rates, it may be necessary to amend your Salary Sacrifice Agreement to reflect this change. If this becomes necessary, we will write to you.

For the avoidance of doubt, you are responsible for all taxes related to the Vehicle and will be liable for any increases in tax. Your reductions under the Salary Sacrifice Agreement will be adjusted to include any such increases in taxes or other increases due to changes in law.

It is your responsibility to ensure the use of the Vehicle complies with all laws relating to the Vehicle and you must have and maintain all applicable licences, duties and registrations relating to the Vehicle.

If the law changes so that a modification is required to be made to the Vehicle (an example of this would be that a fire extinguisher must be carried in the vehicle at all times), you must bear the cost of complying with this.

You are responsible for any statutory notices and fines.

You must:

- pay for all parking fines, fees or penalties, speeding fines, bus lane fines and any other fines issued to you during the term of the Agreement relating to the Vehicle or your use of the Vehicle including those which result from motoring offences, violation or traffic or parking regulations;
- if your vehicle exceeds emission standards, pay any charge if you drive in a clean air zone
- pay the London congestion charge if you enter the appropriate zone; and
- inform the insurance provider of any penalty points issued to you or any of your named drivers, which may result in a review of your premium, as failure to do so may result in your insurance cover being invalidated.

If you do not pay these amounts then Tusker will pay them on your behalf and we will recharge this cost to you together with an administration fee of £10 plus VAT. If, as registered keeper of the vehicle, Tusker receives notification of any speeding fine or nonpayment of a fixed penalty notice, Tusker will charge an administration fee of £10 plus VAT for dealing with such notification. For the avoidance of doubt, these charges will form part of your Salary Sacrifice Agreement and you agree to these deductions being taken from your net pay.

If you use the Vehicle contrary to applicable law, you must reimburse us for any loss that we and/or Tusker suffer.

MOT/Testing

You must submit the Vehicle for testing as required by law, e.g. an MOT, before the date any test certificate or replacement test certificate is required. If we or Tusker are required to pay any fines, penalties or make any payments as a result of you failing to submit the Vehicle for such testing, this cost will be recharged to you and deducted from your net pay as part of the Salary Sacrifice Agreement.

The cost of MOT testing is included as part of the Other Services and Benefits.

Roadside Assistance

European roadside assistance and breakdown cover is included for the Vehicle as part of the Other Services and Benefits provided to you.

You must:

- only use the roadside assistance provided under this scheme and we will not pay to you any costs that you incur if you use any other roadside assistance service provider; and
- book all roadside assistance by telephoning the Tusker Driverline. If you do not arrange roadside assistance through Tusker, you will have to pay all the reasonable costs for the roadside assistance.

Insurance

The Vehicle is fully comprehensively insured against all loss or damage resulting from fire, theft and other risks (including shattering of windows) and for all other third party liabilities including personal injury and damage to property. Fully comprehensive insurance is included as part of the Other Services and Benefits provided to you by us and your policy document will be available on the Driver Portal shortly after the Vehicle has been delivered.

The policy is issued on a 12-month insurance basis and the premium will be fixed for the term of your agreement if you have no more than two fault claims within any 12-month period. If you do have more than two incidents or claims, your next annual premium may be affected, but Tusker and/or we will notify you of any increased premiums prior to the 12 month renewal and the salary reductions under your Salary Sacrifice Agreement will be adjusted accordingly.

You must:

- notify Tusker of any damage to the Vehicle as soon as possible and in any event within two days of the damage being incurred. To notify Tusker of any damage you should call the Driverline;
- on request, (unless this would invalidate the insurance) deliver the Vehicle to a location requested by Tusker to enable repairs to be carried out (whether or not you are making a claim under the insurance policy);
- pay the full amount of any insurance policy excess for every claim you make under the policy;
- pay any money received by you because of loss or damage to the Vehicle (including any insurance monies paid to you by any party or by the person that damaged the Vehicle) to us;
- ensure that you have provided accurate information to the insurer at all times. This will include providing accurate insurance history for you and/or for other named drivers on the policy. Failure to do this may invalidate the insurance policy;
- notify the insurer in writing of any changes that have an impact on the insurance policy (including change of your home address). Failure to do this may invalidate the insurance policy;
- notify the insurer of any driving convictions. Failure to do this may invalidate the insurance policy; and
- comply with the terms of your insurance policy at all times. Failure to do this may invalidate the insurance policy.

The insurance policy details are available on the Driver Portal and you must not:

- do anything that will void the insurance policy;

- do anything to prevent an insurance payout being paid; or
- do anything to invalidate the manufacturer's warranty.

If any damage caused or sustained to the Vehicle (other than fair wear and tear) is not covered by the insurance due to your use, abuse, negligence or misuse of the Vehicle or for any other reason, you must pay the reasonable costs of repair. If the Vehicle is then devalued, you must pay the loss in value to us. The loss in value will be determined by an independent vehicle assessor.

If Tusker is unable to source insurance for you for any reason before you join the scheme, you will not be able to participate in the scheme. If Tusker is unable to source insurance for you for any reason during the term of an existing Salary Sacrifice Agreement, you will be required to terminate your Salary Sacrifice Agreement and pay the early termination charge outlined in the 'Early Termination Charge' section of this policy.

8. Odometer (Mileage Meter) Maintenance

You must:

- notify Tusker via the Tusker Driverline as soon as possible if the odometer fails to function;
- take a mileage reading and send this in writing along with the date of the failure to Tusker; and
- obtain a replacement odometer (this can be arranged via the Tusker Driverline at Tusker's expense).

When Tusker calculates whether you have exceeded the Scheme Mileage, Tusker will pro-rata the Scheme Mileage or pro-rata your previous registered mileage (for each day that the vehicle does not have a working odometer) for the purpose of determining whether you have exceeded the Scheme Mileage.

9. Travel Abroad

You may only take the Vehicle outside of the UK to the European Economic Area (and not to countries outside of the European Economic Area) for a maximum of 28 consecutive days in one year and with permission in writing from Tusker which will be in the form of a letter sent to you. You can request this by telephoning the Tusker Driverline.

Tusker will arrange a VE103B or such other relevant document (this is a legal requirement), which is valid for 12 months, at a charge to you of £10.00 plus VAT. You will be required to pay this charge direct to Tusker.

At Tusker's request, you must inform them of the location of the Vehicle whilst abroad. You must also contact the insurer direct to inform them of the dates you are travelling to ensure the policy is valid whilst you are in Europe. The roadside assistance included in the Other Services and Benefits that we provide to you is also valid in Europe.

All roadside assistance services you require whilst you are abroad must be booked through Tusker. If you do not arrange roadside assistance through Tusker, you will have to pay all the reasonable costs of the roadside assistance.

All maintenance and repairs carried out whilst you are abroad must be booked through Tusker. All services, maintenance and repairs must be carried out by a dealership franchised by the manufacturer of the Vehicle which is approved by Tusker (unless it is impractical for you to reach one of Tusker's approved garages). You will pay for all work whilst you are abroad, and Tusker will reimburse you on your return up to a maximum of what that work would have cost if it had been carried out by one of Tusker's approved garages in the UK.

If you do not arrange services, maintenance and repairs through Tusker, there may be no reimbursement. Following the UK's exit from the European Union, the provisions of the 'Travel Aboard' section of this policy may change and you may not be permitted to take the Vehicle into the European Economic Area and/or you may be required to pay additional costs for insurance coverage in Europe. In the case of such changes, Tusker shall notify you.

10. Smoking and Penalties

Smoking is not permitted in Vehicles at any time. Where statutory penalties are applied for non-compliance you are responsible for any fines or penalties that may occur. For information purposes only, existing penalties are:

- Smoking in smoke-free premises or vehicle: a fixed penalty notice of £50 or a fine up to £200.
- Failure to display no smoking signs in smoke-free premises and vehicles as required by smoke-free legislation: a fixed penalty notice of £200 or a fine up to £1,000.
- Failing to prevent smoking in smoke-free premises or vehicle: a fine up to £2,500.

If you wish to smoke, you must do so outside the Vehicle (when safely and correctly parked in an appropriately designated area when taking routine rest breaks) and dispose of cigarette ends and packaging responsibly.

Smoking in vehicles can cause damage to the fabric of the vehicle interior and burns to seats and carpeting, additionally smoke residue may accumulate on the inside of the windscreen. Such damage adversely affects the return of the vehicle.

If any damage is caused to the Vehicle through smoking, you may be required to meet the full cost to make good any such damage.

11. Changing the Terms of the Agreement

When you select the Vehicle, you will be able to choose the Scheme Mileage based on your own personal circumstances. This is the number of miles you anticipate driving during the Agreement. Your chosen Scheme Mileage directly influences the amount of salary you will be required to sacrifice.

To help you monitor your mileage, we recommend that you regularly update your mileage on the Driver Portal. This will allow you and Tusker to check it is in-line with the Scheme Mileage.

If your circumstances change and the mileage is or is likely to be significantly different to the mileage you expected to be driving, it may be possible to amend your Salary Sacrifice Agreement in order for you to avoid incurring significant excess mileage charges at the end of the Agreement. However it is likely that any increase in the Scheme Mileage will also result in an increase in the amount of salary you will be required to sacrifice. If Tusker believes it is likely that you will exceed your mileage by 5,000 miles or more, they may increase your Scheme Mileage in order to prevent you from having a large excess mileage charge at the end of the Agreement. Tusker or we will notify you in such circumstances.

Any mileage change must be made at least four months before the end of your existing Agreement and the minimum change to the Scheme Mileage must be at least 5,000 miles before you can make any changes.

If you accept the changes, your existing Agreement will be amended reflecting the requested changes, and you must comply with the amended Agreement.

12. Periods the Vehicle is off the road

For the avoidance of doubt, your Salary Sacrifice Agreement will continue for any period where the Vehicle is off the road, regardless of the reason for the Vehicle being off the road, including (but not limited to), repairs and maintenance.

13. Part Two: End of our Agreement with you

14. Returning the Vehicle

At the end of the Agreement, you must arrange for the Vehicle, along with the keys and all relevant documents, to be made available for collection by Tusker. You will need to make collection arrangements with Tusker giving at least 5 working days' notice. If you fail to return the Vehicle as described, your Salary Sacrifice Agreement will continue until the Vehicle is returned, with reductions being made to your gross salary on a monthly basis. If you do not return the Vehicle on or before the end date of the Agreement, you will be accountable for a full months' reduction for any part month that the Vehicle is retained.

If you have affixed any sign, letter or advertisement, e.g. a personalised registration number onto the Vehicle these must be removed before the Vehicle is collected by Tusker. Please note that the DVLA quote up to 6 weeks to complete a transfer. It is your responsibility to check the DVLA transfer timescales. The Salary Sacrifice Agreement will remain in place until this process has been completed and the car has been collected. Failure to remove your personalised registration number with Tusker and the DVLA prior to collection may result in you losing entitlement to the personalised registration.

You must be present when the Vehicle is collected by Tusker. Tusker will inspect the Vehicle and you will then be asked to sign an inspection report. Your signature on this report will confirm the condition in which the Vehicle is being returned. This is important as you may have to pay some charges if the Vehicle is not in a good state of repair (fair wear and tear accepted).

Following the return of the Vehicle, you will not have to pay:

- charges for fair wear and tear; or
- charges for anything that is consistent with the Vehicle's age and mileage.

Following the return of the Vehicle, you may have to pay:

- Excess Mileage Charges (see below);
- for any damage or defects not resulting from fair wear and tear;
- the costs of rectifying any sub-standard repairs that were not arranged in accordance with the processes set out in the Driver Guide or on the Driver Portal;
- for the replacement of any missing accessories (including keys, locking wheel nuts or service books); or
- for the removal of any accessories/equipment fitted by you or for the repair of any damage caused by the removal of any accessories/equipment fitted by you.

You will reimburse us for the above items as well as any reasonable costs or expenses that we must pay Tusker as a result of Tusker having to recover and repossess the Vehicle if you do not return the Vehicle in accordance with your Agreement with us. If we do not receive prompt payment from you

for these costs or expenses, these will be deducted from your net pay as part of your Salary Sacrifice Agreement.

Please note that it is your responsibility when returning the Vehicle to remove all personal data (e.g. home address, personal telephone numbers etc.) that have been saved to the satellite navigation or telephone system and all possessions. Neither we nor Tusker accept any responsibility for any personal data or possessions that may remain in the car whilst in your possession or after it has been returned.

Important: If there is any circumstance which prevents Tusker from collecting the car at the end of the Agreement term (e.g. if you wish to purchase the car, or to renew, but fail to return the necessary paperwork to Tusker on time, or you fail to arrange with Tusker a date for them to collect the car from you) and you continue to have possession of the car, then the term of your Agreement will be extended on a monthly basis. In these circumstances, your Salary Sacrifice Agreement with us will also be extended on a monthly basis, and we will continue to reduce your gross salary by the agreed gross sacrifice amount, until such time as the car has been returned or the purchase/renewal completed.

15. Excess Mileage Charges

On collection of the Vehicle, Tusker will take a reading of the mileage (“Actual Mileage”) and will compare the reading to the Scheme Mileage. Where the Actual Mileage exceeds the Scheme Mileage, you must pay a charge for the excess mileage used. This charge will be calculated by multiplying the number of miles in excess of the Scheme Mileage by the rate per mile set out in your quotation plus VAT.

16. Returning the Vehicle early

You may end your Agreement with us on written notice to us and return the Vehicle before the end of the Agreement between us, however, you must notify us in writing of the date that you would like the Agreement between us to end. We will refer to this as the “Early Termination Date”.

This is only on condition that:

- you are responsible for everything listed within Part Two, ‘Returning the Vehicle’ section of the policy; and
- your Salary Sacrifice Agreement continues until the Early Termination Date and you pay the “Early Termination Charge” (as described below).

If you are returning the Vehicle early because you are leaving your employment with us, it is important that the car is returned to Tusker before your last day at work. If Tusker do not receive collection details by this time, we may need to take legal action to recover the car from you and you will be liable for any costs incurred.

17. Early Termination Charge

If you decide you want to end the Agreement before the end of the agreed term you will be required to pay an Early Termination Charge, which will be deducted from your net pay, and this could be a considerable amount. An Early Termination Charge will also be due if your Agreement is terminated as a result of your breach of its terms.

The “Early Termination Charge” will be calculated based on the number of months remaining on the agreement:

- 1 month remaining will be equal to 1 month’s gross reduction

- 2-11 months remaining will be equal to 2 months' gross reductions
- 12-17 months remaining will be equal to 3 months' gross reductions
- 18-23 months remaining will be equal to 4 months' gross reductions
- 24-29 months remaining will be equal to 5 months' gross reductions
- 30+ months remaining will be equal to 6 months' gross reductions.

If you are considering terminating your Agreement you should contact Tusker to obtain confirmation of the Early Termination Charge that will be charged before making your final decision. Tusker will inform us of any early termination requests.

Please note if you are returning the Vehicle early it is advisable to return it on or before the same day of the month which you took delivery, i.e. the monthly anniversary. This will enable us to coordinate the termination of the Salary Sacrifice Agreement with the return of the Vehicle and prevent the Agreement still being in place after the Vehicle has been returned. If you do not return the Vehicle on or before the monthly anniversary, you will be responsible for an additional month equal to the gross salary reduction amount.

If in a single month your net pay is not sufficient to make full payment of the Early Termination Charge, we will continue to deduct this from your future net pay until full payment is made and/or we may recover the Early Termination Charge (in whole or in part) from you as a debt.

For the avoidance of any doubt, the Early Termination Charge is a charge that you must pay in addition to any other charges imposed under the terms of the Agreement.

18. Early Termination Charge Exemptions

Under certain circumstances you will not be required to pay the Early Termination Charge (excluding any Excess Mileage Charge and any other charges payable under the Agreement which shall still be payable). These circumstances are detailed below but are also subject to the "Exclusions" listed below:

- you voluntarily resign and leave the company (subject to the first Exclusion listed below);
- you leave your employer due to redundancy (subject to the first Exclusion listed below);
- your or your domestic partner's driving licence is withdrawn for medical reasons;
- your or your domestic partner's death;
- you or your domestic partner suffer disablement or mental illness;
- you or your domestic partner lose your/their sight; or
- you or your domestic partner suffer physical separation of one or more limbs at or above the wrist or ankle.

Exclusions

The exclusions to the above are:

- if you resign or you are put at risk of redundancy in the three-month period commencing on the date the Vehicle was delivered to you (and in the case of redundancy you are subsequently made redundant);
- if any of the circumstances listed above were known or could reasonably be expected to be known by you on the date the Vehicle was delivered to you.

19. Early Termination Charge where the Vehicle is written off

If the Vehicle is the subject of an insurance write-off:

- the Salary Sacrifice Agreement will remain in place until such time as the insurance proceeds are paid. Where the write-off was not your fault the insurer will provide a replacement vehicle whilst the Salary Sacrifice Agreement is continuing (as long as this is provided for by the policy of insurance for the Vehicle); and
- you will be covered for any Early Termination Charge (excluding any Excess Mileage Charge which shall still be payable) by Total Loss Protection, no matter when in the Agreement the Vehicle is declared a total loss.

20. Pension

It is important that employees fully understand implications of their salary sacrifice arrangement. By reducing their salary employees pension contributions will reduce and as a result they will receive a lower pension in retirement.

- **LGPS** - Deductions for a salary sacrificed leased car are not pensionable under LGPS regulations. Salary sacrifice scheme such as the Car Lease Scheme, contractual pay is being reduced and this means that an employee's level of pension contribution will be reduced. There will be no impact on the pre April 2014 pension scheme, unless a salary sacrifice contract runs into the period used to calculate pension entitlement. Death in Service entitlement could be reduced as this is calculated on the last 12 months of service.
- **Teachers' Pension** - Non maintained school teachers can be offered additional salary sacrifices other than those covered in the STPCD however these are not pensionable and would reduce pensionable pay and contributions. A car lease salary sacrifice arrangement may also reduce death in service benefits.

21. HMRC

A car sourced through an employer's salary sacrifice lease scheme is classed as a company car for HMRC purposes. The amount that paid towards the vehicle does not offset the benefit in kind and therefore the full taxable benefit of the car will reduce an employee's tax code. The benefit in kind (BIK) is notified on a P11d and will have Class IA NIC implications for an employer.

Any mileage paid over the HMRC advisory rates for a leased car will be subject to tax and this will also reduce an employee's tax code. HMRC review the advisory fuel rates quarterly.

The Trust is aligned to HMRC's Advisory Fuel Rates which are updated quarterly by HMRC and then automatically by payroll. The rates are dependent on your engine size and fuel type (e.g. Petrol, Diesel, LPG, Electric) with hybrid cars treated as Petrol or Diesel.

The current and historic rates can be found here: [Advisory fuel rates - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

22. Maternity, Paternity, Adoption, Shared Parental Leave and Long-Term Absence from Work

Participation in the Car Benefit Scheme will not take your gross pay below the statutory minimum levels applicable during periods of maternity, paternity, adoption or shared parental paid leave and you may continue to have use of the Vehicle. In these circumstances you will need to provide us with a copy of your MAT B1 or adoption approval letter. Please contact us if you wish to understand what happens to this benefit during a period of family related leave.

Where you are absent from work on the grounds of ill health and either your pay falls below the statutory minimum levels or you are in receipt of no pay in any month, the reductions to your gross salary under the Salary Sacrifice Agreement will be suspended for that month. When you return to

work the reductions under the Salary Sacrifice Agreement will resume and continue for the remaining number of months. This may result in the salary sacrifice continuing after the Vehicle has been returned. In these circumstances you will need to provide us with a copy of your 'fit note'.

23. Data Protection

Your personal data will be used by Tusker, us and third party service providers appointed by Tusker for the purpose of the Car Benefit Scheme. Tusker and any third parties appointed by them will process your data in line with Tusker's privacy policy, a copy of which can be viewed at <https://tuskercars.com/legal#privacy>.

24. Part Three: Schedule of Administration Charges

You will be required to pay the administration charges listed below for the services that are not covered by the scheme:

Description Charge

- Processing Parking Fines, Congestion Charges etc. £10
- Lost or unreturned keys at termination date £100
- Lost or unreturned Service Book at termination date £250
- VE103B (valid for 12 months) £10

Administration charges are payable to us with the exception of the VE103B cost which is payable directly to Tusker. All charges quoted above are subject to VAT. All charges payable to us will be deducted from your net pay.

25. Part Four: Driver Portal (website)

You agree that you will not allow the login name and password given to you to enable you to access the website to be used by anyone other than you.

The information provided on the website including the tax calculator, cost comparisons, Benefit in Kind information, product evaluator and product descriptions do not in any way constitute financial advice by us or Tusker. You should always seek independent financial advice.

26. Part Five: Charges

By entering into an Agreement for a Vehicle, you agree that all charges outlined in this Scheme Policy may be deducted from your net pay or from any other amounts due or owing to you as part of your Salary Sacrifice Agreement. If you dispute any charges which are levied, you must notify us as soon as possible and provide us with full details as to why you dispute the charge. We will investigate your dispute (acting reasonably), including raising this dispute with Tusker, however the outcome of the investigation will be final (subject to manifest error) and you will be liable for all charges levied by Tusker in relation to the Vehicle.

To the extent that we are unable to or do not make any deductions from your pay, you will be directly liable for all such costs and must pay these to us on demand. If you do not make such payments, we may take action against you to recover the debt and we will seek to recover any costs incurred by us in recovering such debt from you in addition to the debt.