

**SALARY SACRIFICE ELECTRIC VEHICLE AGREEMENT
VARIATION TO EMPLOYEES CONTRACT OF EMPLOYMENT**

EMPLOYEE'S NAME: **MR EXAMPLE USER**

PAYROLL NUMBER: **0123456**

DATE OF COMMENCEMENT OF THE LEASE:

DATE OF TERMINATION OF THE LEASE:.....

Northern Ireland Electricity Networks Limited (hereinafter referred to as the Employer) is proposing, subject to receipt of your written consent, to vary the terms and conditions of your contract of employment. The end result will be a salary sacrifice of an amount as determined below; in return, you will be provided with a lease car by the Employer for a set period of months, to include an annual allocation of business and private miles as detailed in your application and quotation.

Except as expressly provided otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

By signing this notification, you agree that:

1. your gross salary will be revised and reduced by **£tbc** per annum
2. entering this agreement imposes a financial commitment on you for the duration of the agreement
3. you have read, and agreed to comply with the Salary Sacrifice Electric Vehicle Salary Sacrifice Scheme Policy and Terms and Conditions of Use (which has been provided to you)
4. there are no circumstances known to you at the time of entering the Salary Sacrifice Car Scheme that would cause you to terminate the contract prematurely
5. should you leave your employment or need to return the car during the contracted period of the Salary Sacrifice, you will be liable for an early termination penalty in accordance with the rules of the scheme as set out in the Terms and Conditions and the Scheme Policy.
6. you are being provided with an electric vehicle that will result in an EV Salary Sacrifice scheme upon which income tax will be due in accordance with HMRC rules, which can vary from time to time
7. By signing this agreement, you agree to any other net deductions that would be charged for the following including administration charges.
 - (a) Any fixed penalty notices.
 - (b) Congestion charge and/or ULEZ emission penalty charges.
 - (c) Bus lane penalty fines and/or other traffic offences.
 - (d) Excess wear and tear or Excess Mileage at end of contract

This list is not exhaustive but as the person responsible for the lease car, this also includes any other offences incurred by other drivers with permission to drive the lease car. If you fail to pay these charges/fines directly when incurred, the full amount that is invoiced to your employer will be deducted from your pay in the next available pay run.

This variation to your Terms of Employment will commence on delivery of the vehicle and remain in force for the period of the car lease or date the vehicle is returned if later. All other Terms and Conditions remain unchanged. The scheme allows you to opt in or out of the salary sacrifice where a lifestyle change "significantly alters" your financial circumstances.

Please see the important information below

This revision will take effect from the first available pay-day following delivery of your car. Please be aware that should your vehicle delivery date mean you have missed the payroll cut off for that month then you may be charged arrears in addition to your first payment.

YOU MUST SIGN AND RETURN THIS DOCUMENT PRIOR TO THE ORDER OF YOUR VEHICLE

EMPLOYEE SIGNATURE: DATE:

Important information

This Salary Sacrifice arrangement allows you to receive a car in return for a reduction in your gross salary. By doing this you will save Income Tax and National Insurance, on the amount of salary sacrificed.

Participation in the Salary Sacrifice arrangement is voluntary and is generally financially beneficial for you; however, in some situations there can be a detrimental financial impact.

The information provided in the FAQs highlights situations to be considered before entering into a salary sacrifice arrangement. This does not constitute advice and is given as guidance only. You are advised to seek independent advice on the impact of a salary sacrifice arrangement if required.

Maternity Pay: statutory maternity pay is calculated on earnings received in the two months before the 15th week before childbirth. Having a salary sacrifice arrangement in place in these two months will reduce statutory maternity payments.

Statutory Sick Pay: a salary sacrifice arrangement may affect SSP entitlement.

Hire Period Variation: HMRC will only allow an employee to opt out of this agreement where a lifestyle change "significantly alters" your financial circumstances, the burden of proof will be on yourself to provide evidence to validate your claim. Should HMRC audit and feel that a significant lifestyle change has not occurred then you may be liable for repayment of the savings generated. Further information on lifestyle change can be found on the scheme FAQs.

If you have any doubts about how a salary sacrifice arrangement affects you personally; please seek appropriate independent advice.

[PRIVATE AND CONFIDENTIAL]