

**Contract Hire Lease Car Scheme
Scheme Rules - Terms & Conditions of Use**

Introduction

1. The scheme shall be known as the Employer Lease Car Scheme, hereafter referred to as 'the scheme'.

Definitions

"The employer" shall mean the Organisation offering the scheme
"The employee" shall mean an employee of the Organisation entering into this agreement.
"Line manager" shall mean the employee's direct supervisor who would sign mileage returns
"Budget Holder" shall mean the senior manager accountable for financial expenditure.
"Scheme" shall mean the Employer Lease Car Scheme.
"Scheme Manager" shall mean the representative of the Council administering the scheme
"Scheme Provider" shall mean Knowles Associates Total Fleet Management Ltd.

Eligibility

2. At their discretion, the employer may invite or permit any member of their staff to join the scheme. All new cars will be subject to the terms and conditions contained herein.

Duration of Scheme

3. Entry to the scheme will be voluntary but employees who decide to enter the scheme will sign an undertaking with the employer to participate in the scheme for a set period (Normally three years) or any such other period that is agreed.

Note: The scheme will place a long term financial commitment on employees, and employees should study carefully all the conditions contained in this document and the quote before applying to join. Employees submitting an online application and signing an agreement will be deemed to have entered into a binding agreement.

4. The scheme is based on a binding contract between the employer and a specified named person (hereafter referred to as 'The Employee).

Your Right to Cancel

5. You may cancel this agreement by email (applications@knowlesfleet.com) or post to Red Lion House, The Green Great Bentley, Essex, CO7 8QG. You have FIVE WORKING DAYS from the date that you signed your agreement. If you cancel this agreement within the cancellation period, any money you have paid will be returned to you. You will not have to make any further payment.

Cancellation Charge

6. If you cancel the order after the five day period has expired, you will be required to meet all costs associated with the cancellation. You are advised to contact the scheme provider before you cancel the order. An administration charge will also apply, and this will be advised at the time of cancellation.

Data Protection

7. Confidentiality will be assured throughout your contract period, we use information you provide primarily for the provision of management services to you but also in related purposes including: updating and enhancing client records, analysis to help us to manage our service, statutory returns, legal and regulatory compliance.

Knowles Associates Total Fleet Management Ltd will only collect information from an individual that is necessary and adequate for the performance of our service to that party. All data will be fairly and lawfully processed, and accuracy of data will be paramount. All information will be secure at all times and processed in accordance with the Data Protection Act 2018.

8. We will use your data for the purpose of managing the lease contract and we will only share your data with suppliers where it is necessary to enable them to carry out their contractual obligations. In addition, we will share data where we are required to by law or under a statutory obligation.

We will maintain our data protection register and make certain that our licence is current. We will ensure that our suppliers or third parties conform to the requirements of the data protection act.

More information regarding the use of data can be found in our Privacy Policy <http://www.knowlesfleet.com/privacy-policy.html>

The Nature of the Scheme

9. Under the scheme the employer shall arrange through a contract hire company for the employee to be provided with a new motor vehicle as specified which will be taxed and fully maintained by the contract hire company. In addition, full comprehensive insurance cover will be arranged on behalf of the employee. The employer reserves the right to turn down a selection if it is considered inappropriate.
10. The employee is required, as a condition of the car being made available for their private use, to pay the full cost of the car and services provided. The monthly cost will be determined by the Employer at the beginning of the agreement. On signing the agreement to enter the Scheme the employee will voluntarily forego entitlement to Somerset County Council Business Mileage Allowances and will be able to claim Lease Car Mileage Allowances.
11. The Lease car payment can be adjusted for any variations between the estimated and actual mileage upon request from the driver or following a recommendation by the scheme manager.
12. The employer reserves the right to discontinue the scheme at the end of the contract period

Reimbursement of fuel for business use

13. Employees will be required to refuel their contract hire car and submit monthly returns showing business and private mileage where appropriate.
14. The lease car charge may be adjusted at any stage of the contract due to any variations between the estimated and actual mileage. Mileage adjustments can be made at the request of the driver or following a recommendation by the scheme manager. Although the scheme manager will endeavour to inform the driver of any variations it is the drivers responsibility to inform the scheme manager of any variations to the contract mileage.
15. Failure to submit mileage returns will result in fuel reimbursement not being paid. It will be at the employer's discretion if reimbursement is made for a late return.
16. Continued failure to submit mileage returns may result in the allowance being removed (where applicable) and the full cost of the vehicle being charged.
17. Where other employees or members of the employing authority are conveyed in the contract hire vehicle the passenger allowances will be paid.

TERMS & CONDITIONS OF USE

Hire

18. The employer has agreed to hire out and the employee shall take the vehicle described in the Schedule and the word "Vehicle" shall include all and any replacements of component parts and all additions and accessories in any way affixed to the Vehicle during the subsistence of this Agreement subject to the terms and conditions set out in this Agreement, including the Schedule, for the Period of Hire and at the Rentals stated in the Schedule.
19. The employee desires to hire a vehicle for use in the performance of his/her duties and for social, domestic and pleasure purposes. The employee acknowledges that he/she has selected the vehicle and that the employer has entered into a contract hire agreement with the Leasing company for the purposes of this Agreement at the request of the employee. A copy of the Leasing company agreement will be made available on request.

Payment

20. The employee authorises the employer to deduct the rental and any other amounts, which may be due or become due under any part of this Agreement, from any remuneration due to the employee from the employer. These will include but not be restricted to the following:
 - a. Monthly Hire Payment.
 - b. Any excess mileage charge during the contract period and on return of the car.
 - c. Any charges resulting from excess wear and tear at the end of the contract or on termination.
 - d. Any payment for fixed penalty fines, parking fines, parking charges or any other costs for motoring offences charged to the Employer including administration fees.
 - e. Any early termination charge that is attributable to the employee.
 - f. Any insurance excess charges imposed that may be attributed to the employee.
 - g. Any increase in the annual car insurance premium.
 - h. Any increase in the annual cost of Road Fund Licence.
 - i. Any increase in the rate of Value Added Tax.
 - j. Any recharge as a result of over payment of the business allowance.
 - k. Any other charges imposed by the supplier that may be attributed to the employee.
 - l. Any administrative charge imposed by Somerset County Council
 - m. Any carbon offsetting levy for vehicles over emissions levels of 119 g/km

Employee's Obligation

21. The employee shall pay the Rentals and Excess Mileage Charge (if any) specified in the Schedule and all other moneys falling due under the terms of this Agreement punctually at the times specified in the Schedule or elsewhere in this Agreement or at such other times as the employer may notify to the hirer. Any such payment must include the appropriate amount of VAT on it.
22. Throughout the Period of Hire the employee agrees that he will not use or cause the Vehicle to be used in any way that may result in the breach of any of the covenants, restrictions and any stipulations contained in this Agreement

Penalty Notices, Fines and Charges

23. Initially the issuing authority, whether it is the police, local authority or private parking company will apply to the DVLA to establish the registered keeper of the vehicle and in most cases, this will be the leasing company. Within the leasing company contract they will apply to the issuing authority to redirect the notice to the scheme provider who will in turn apply to redirect the notice to the driver.

24. Redirection of the notice enables the response period to restart and provides the driver with an opportunity to make representation or challenge the charge, to make a representation the scheme provider will be required to provide the driver's name, home address and contract details to the issuing authority. If you do not wish your details to be passed on, the vehicle keeper (leasing company) will pay the fine and recharge the cost plus an additional administration fee. Please note once the fine has been paid it will not be possible to make a representation or challenge the notice. If you do not wish your details to be provided for the redirection of fines, you must let us know before your vehicle is delivered.
25. Any escalation charges or excess parking charges, will be recharged to the employee

Exclusion of Liability

26. Except in respect of death or personal injury arising as a result of the negligence of the employer or its employees (other than the employee leasing the vehicle) the employer shall not be liable for any damage, loss, charges or expenses arising out of or in consequence of the use of or any accident involving the Vehicle.
27. The employee hereby undertakes to indemnify and keep indemnified the employer and the Leasing company from any liability arising from death or personal injury or damage to or theft or loss of property caused by or to the Vehicle, unless such death, injury or damage is caused by the negligence of the employer or the Leasing company (as appropriate) or his/her respective employees (except the employee leasing the vehicle) or agents.

COSTS BORNE BY THE EMPLOYEE

Monthly Payment

28. The employee will pay the monthly contributions agreed at the commencement of the contract and shown on the Quotation Form and confirmed on the Second Schedule. The Second Schedule will be issued shortly after delivery of the vehicle and will confirm full vehicle and employee details.
29. On entering the lease car agreement, the employee will have established and accepted any effect this agreement may have on their retirement pension or other personal circumstances.
30. Where an employee has a period of absence without pay e.g. long-term sickness, maternity leave etc. the employee can retain the vehicle and continue to make payments. Any such payments will attract VAT at the prevailing rate. In some circumstances with the agreement of the employer the vehicle can be returned, and the contract terminated, this will result in an early termination penalty.

Variation to Charges

31. The lease car payment may be varied by the employer to take into account any increases resulting from changes to Insurance Rates, Vehicle Excise Duty, VAT legislation or Contract Hire variations due to changes in private mileage.
32. Additional costs attributable to the employee will be those arising from employee's actions or from misuse, negligence or breach of the contract conditions contained herein or contained within the manufacturers handbooks and other publications issued from time to time. Failure to ensure that the vehicle is serviced at the recommended intervals or failure to maintain correct air and fluid levels will constitute negligence or breach of contract and may result in additional costs being levied on the employee.
33. The lease car payment will be based on the latest price issued by the supplier applicable at the time of delivery of the vehicle. The price may vary from the quotation provided at the time of application. The employer and scheme provider will make every reasonable effort to notify employees of changes, but it will not accept any liability for additional costs.
34. Should any modifications be required to the vehicle due to statute, the employee will bear the cost
35. The employee will pay for all fuel, the provision of all vehicle top-up fluids and car cleaning.
36. The employee will pay any fines or penalties incurred by the leased car and issued by any Local Authority or Police. The employee will also pay any parking charge raised by a private parking company in accordance with the Protection of Freedoms Act 2012. The employee will also pay any reasonable related legal, administrative or maintenance costs which arise from such acts. In certain circumstances an administration charge may apply.
37. The employee will pay any insurance excess charges, for claims for accidental damage, fire or theft, including windscreens, window glass, mirrors and headlight replacement as they apply to the insurance policy in force at the time.
38. The employee will pay the costs of repairs and replacements to the car made necessary as a result of abuse or neglect of the vehicle. Any such costs, that the employer considers to have been caused by such abuse or neglect, must be reimbursed to the employer by the employee on receipt of an account for the amount due.
39. A nominated representative of the employer may make an inspection of the car at any reasonable time. Any damage found at that time should be rectified immediately.

Contract Terms

40. Save as expressly provided in this Agreement the employer does not supply the vehicle with or subject to any warranty express or implied by Statute or otherwise as to capacity, age, quality, state, condition or fitness for any purpose whatsoever.
41. The employee must not sell, assign, re-hire, charge or part with possession of the hired vehicle or attempt to do so except as authorised under the terms and conditions.
42. The act of omission of any person authorised by the employee to use the vehicle shall for the purposes of the Agreement be deemed to be the act or omission of the employee.

43. The employee shall permit representatives of the employer or the Contractor to inspect the state and condition of the car at any reasonable time.
44. Subject to the employee continuing to be eligible under these terms and conditions he/she will normally have the option at the end of the contract period to either:
 - a. Enter into a new agreement. Or
 - b. Use his/her own car for official employer business.

Health and Safety at Work

45. The Health and Safety at Work Act 1974 revised 1999 states that a vehicle is 'a place of work'. Health and Safety as it applies to motor vehicles places an absolute 'duty of care' on management applicable to vehicle users.

Drivers Responsibility

46. Whilst the employer will actively manage 'at work' road risk, drivers must remain responsible for their own and others safety on the road. Drivers must retain responsibility to themselves to drive safely complying with Road Traffic Acts and the Highway Code. Under the Health and Safety at Work Act, drivers should co-operate with the employer to enable the employer to comply with their Health and Safety duties. In this respect, they should take reasonable care of their own health and safety and that of others who might be affected by their actions, and they should use equipment provided to them correctly.

Use of Car

47. The car will generally be used only by the employee and by anyone authorised by the employer, provided that they are properly qualified drivers holding a full current driving licence and are included on the insurance policy. Business use is restricted to when the employee is using the car on official business.
48. The hirer will submit a copy of a driving licence for each driver named by the employee to drive the vehicle and will be responsible for notifying the Scheme Provider of any changes including any driving offences or penalties awarded against the nominated driver. The hirer will also notify the Scheme Provider of any illness or disability suffered by any approved driver, which may affect the employer's vehicle insurance.
49. The vehicle can only be used for your employer's official business and normal social, domestic and pleasure purposes. The vehicle cannot be used for any other organisations business activity.
50. The employee must not use, or permit to be used, the vehicle in breach of any sub-clauses of this clause nor for hire, reward, competition, trials or pace making. The vehicle may not be used for driving tuition.
51. Use abroad is permitted subject to prior written application to the Scheme Provider. Maintenance costs are not covered when the car is abroad. It is the employee's responsibility to make special arrangements to cover this period. The minimum acceptable cover is that provided under AA 5-star cover or equivalent. Employees will be advised on the maintenance requirement when written permission is given.
52. If during the period of hire the vehicle becomes un-roadworthy the employee's obligations to make the hire payments to the Authority under this Agreement will remain the same.
53. All official business mileage shall be undertaken in the lease car, unless the lease car is not available due to repair or servicing.
54. The use of a private vehicle for undertaking business mileage during the period of the lease is not permitted unless in exceptional circumstances to be agreed by the employer. Permission to use a private vehicle must be obtained via the Scheme Manager before any journeys are undertaken. Any journeys will be paid at the current lease car fuel rate.

Note All private vehicles used for official business must meet the full insurance requirements paying particular attention to cover during business use by the employee.

55. At all times to park the vehicle in such a manner as to minimise the risk of damage or theft and to keep the vehicle secured. You should, whenever possible, avoid leaving the vehicle parked on a public highway overnight. The hirer must inform the scheme provider of any change of address at which the vehicle will be kept or garaged.
56. Relief Vehicles: The employee does not have an automatic entitlement to a replacement car if the lease car is unavailable due to normal repairs or servicing.
57. The employee is permitted to tow a caravan, boat or trailer provided prior approval in writing is obtained from the Lease Company through the Scheme Provider. Approval will not be forthcoming if the employee's choice of vehicle is not considered suitable for the proposed towing. Any caravan, boat or trailer shall be towed only in conformity with all legal requirements and the manufacturer's specification.
58. Should the contract hire company choose to charge an increased amount to the employer to cover the lower residual value and higher maintenance costs which result from towing this charge will be paid in full by the employee.

Accessories

59. The employee may request either at the time the vehicle is ordered, or at any subsequent time, subject to written approval, the addition of any accessories approved by the Leasing company. An approved dealer will then add these to the vehicle at the employee's expense. The employee will not be entitled to remove from the vehicle, either before or after the expiration of the contract period, any such accessories so fitted save with the written approval of the Leasing company. Except as permitted above, no accessories may be fitted to the vehicle.
60. Income tax is chargeable on all accessories fitted to the vehicle. Therefore, it is the responsibility of the employee to notify the Scheme Provider of the item and the full list price excluding VAT of the item and the price paid.

Smoking

61. The Employer has a strict no smoking policy and all vehicles are no smoking areas during working time. This policy applies to all official vehicles whether owned, leased or hired by the Employer. Drivers are responsible for ensuring that they and their passengers observe and adhere to the law in regard to cars defined as 'Smoke Free' vehicles.

Maintenance and Repair

62. The scheme incorporates full maintenance which includes the cost of all servicing in accordance with the manufacturer's recommendations, mechanical or electrical repairs, replacement of tyres, batteries, exhaust except:
 - a. Where the need for repair or replacement arises by virtue of any breach of the terms of this Agreement by the employee (when the employee will be responsible) or
 - b. Where in the opinion of the Contract Hire Company, it would not be economic to repair the vehicle.
63. Breakdown and Recovery services (including Relay and Home start) are included in the scheme. Membership of the recovery service is based on a fleet arrangement and does not provide corporate membership facilities.
64. In certain cases, repairs to tyres (i.e. punctures) will be the financial responsibility of the employee although faults in tyres due to a problem in manufacture will be the financial responsibility of the servicing agent. Damage caused by accidents or running over debris etc. will be classed as accident damage and subject to insurance excesses. Where a tyre is replaced the value of the remaining tread depth will be taken into account.
65. An approved dealer, who is acceptable to the Contractor, the employer and the employee, will carry out all servicing, maintenance and repair. A franchised dealer must undertake all warranty work. Unauthorised maintenance/repair work could result in the withdrawal of a hired vehicle from the employee.
66. A driver's handbook will be given to the employee when the car is delivered. This handbook should be kept in the car for ease of reference. The employee must familiarise him/herself with the instructions contained therein for dealing with repairs to the vehicle whether arising by virtue of an accident or otherwise and comply with the same.
67. The employee must not commit the employer or the Contract Hire Company to any expenditure for repair, unless in an extreme emergency occurring outside working hours, without the express consent of the Leasing company.
68. Employees will be expected to arrange service/repairs in their own time and not during the working day.

Employee's Responsibilities

69. The employee has specific responsibility for the following:
 - a. Keeping the car in a clean condition.
 - b. At regular intervals checking the oil, water, lights, battery, brake and any fluid levels, tyre pressures and the condition of tyres and taking necessary corrective action.

N.B. Undue wearing of or damage to tyres must be reported to the repairer immediately and the car must not be used unless the tyres conform to all relevant legal requirements. The employee will not change the car's tyres or battery without the consent of the Scheme Provider.
 - c. Taking all reasonable precautions against frost damage and ensuring the anti-freeze content within the engine coolant system is of adequate strength.
 - d. Observe any recommended "running in" speeds and complying with any other recommendations concerning the running of the car during a "running in" period.
 - e. Reporting defects promptly to the appropriate dealer and the Scheme Provider.
 - f. Ensuring that the appropriate repairer carries out servicing and maintenance at the intervals recommended in the car manufacturer's handbook.
 - g. Ensuring that an MOT test is carried out in sufficient time for the contractor to receive the certificate and obtain a valid road fund licence. The driver should ensure that the service agent submits the MOT certificate directly to the contractor with their repair invoice. Where an MOT is due to coincide with the end of contract the MOT must be completed before the vehicle can be collected
 - h. Ensuring the reasonable security of the car at all times, any cost of garaging to be borne by the employee and any change of address to be given in writing to the Scheme Provider.
 - i. Conforming to all instructions and recommendations in the manufacturer's handbook and all other instructions and advice given by the Contractor or the employer.
 - j. Not altering, modifying or removing any parts from the vehicle, nor changing any of the identification marks or numbers, without prior consent in writing of the Leasing company.
 - k. Not overloading, overworking or otherwise subjecting the vehicle to stresses for which it is not designed, nor using the same to carry goods for which it is not suited.
 - l. Notifying the Scheme Provider as soon as reasonably practical of any defect or failure of the odometer or milometer attached to the vehicle. In which event, the employer may in its absolute discretion estimate unrecorded mileage upon the average distance covered during the last complete year before such failure, or defect was discovered and such other relevant information as it chooses to consider.

70. The lease car amount charged to the employee is on the assumption that the car will be kept in good condition and to the same high standard as if the employee owned the car. It is, therefore, in the interest of all parties that this standard is maintained particularly in ensuring that the car has a maximum value when returned at the end of the hire period.

AT THE END OF THE CONTRACT PERIOD

71. At the end of the contract hire period the employee must immediately return the vehicle to the employer in good repair and condition (fair wear and tear only accepted) and free from any defects other than those already notified by the employee to the employer.
72. The car will be appraised for condition in the presence of the employee who may be required to reimburse to the employer the cost of any repairs that the Contractor considers are needed to bring the car into good condition taking fair wear and tear into account. The Lease Company are under no obligation to complete the repairs but reserve every right to charge for the estimated repair cost.
73. In default of delivery of the vehicle upon termination, the employer will be entitled without notice to retake possession of the vehicle and all costs and expenses incidental to the recovery of the vehicle, incurred by the employer, must be repaid to the employer by the employee.
74. The employee will be liable for any aborted collection fees levied by the lease company if the vehicle cannot be collected due to roadworthiness. The lease company will not be able to collect the vehicle from the employee if the vehicle is not in a roadworthy condition. This may include, but not limited to; tyres being under the legal limit, the vehicle does not have a valid MOT, or a vehicle warning light is on.

Purchase of a Hired Car

75. At the end of the contract hire period, or on early termination of the contract, the employee will be given the opportunity to purchase the vehicle at a rate agreed with the contract hire company and subject to an administration charge by the Scheme Provider.

Title to the Vehicle

76. Nothing in this Agreement is to be construed as implying that title to the vehicle can or shall at any time pass to the employee. However, between the date of the agreement and the time when the vehicle is actually returned to the employer the employee is responsible for any notices served upon or proceedings instigated against the employer or the leasing company in respect of any offence allegedly committed or excess charge allegedly incurred in respect of the vehicle during the aforesaid period the employer and the leasing company shall be at liberty to take such action in relation thereof as the employer or the Leasing Company in their reasonable discretion deem fit (including paying any fines, penalties, or excess charges whether legally demandable or not, or defending such proceedings) and the employee shall indemnify the employer to the leasing company in respect of fines, penalties, excess charges costs or legal expenses and shall further indemnify the employer against their administration costs involved. The employee should notify the line manager of any such fees, penalties or excess charges incurred during the course of the employee carrying out his duties.

INSURANCE REQUIREMENTS

77. The vehicle shall be at the risk of the employee, which will keep in force, with the insurer, comprehensive insurance cover including private use against:
- a. Damage to the vehicle by fire, theft, accident and any other cause against which insurance is normally obtainable.
 - b. Third party liability arising in connection with the use of the vehicle as required by law.
78. Employees must make themselves familiar with the insurance arrangements and will, as part of the application provide details of all drivers of the vehicle and where the vehicle will be kept. Employees must submit a copy of each drivers licence as required by the employer and notify the Scheme Provider of any changes. A copy of the insurance policy and schedule will be retained by the Scheme Provider and made available to the driver on request.
79. The employer will arrange and automatically renew the cover annually. Employees will ensure that they keep in force and do not by any act or omission invalidate the insurance cover.
80. Policy excesses will vary from time to time and will be advised in the event of any claim. Additional excesses apply in the event that the vehicle is being driven by, or is in the charge of for the purpose of being driven by, any young person and any person who holds a driving licence other than a full driving licence for less than 12 months immediately preceding the claim
81. In the event of a claim for a windscreen or glass only replacement (and the insurance policy, in force at the time, includes an excess) the excess will be paid by the employer and recovered from the employee by cheque or salary deduction.
82. The standard policy provides limited cover for any loss or damage to personal effects in or on the insured vehicle if they are lost or damaged. Please note, we strongly advise that personal effects should not be left in the car at any time. If you do leave items in the car they should be securely locked in the boot and kept out of sight.
83. The employer will not accept any liability for the loss or damage to personal effects. Employees are advised to ensure that insurance cover is adequate for his/her needs; additional cover should be taken out if necessary. Personal effects are normally covered under domestic household contents policies.
84. The insurance premium quoted does not include an indemnity against financial loss consequent upon the early termination of the contract hire vehicle contract.

Accident Damage

85. In the event of any accident that may result in a personal injury claim the employee must report the incident immediately to the scheme provider. Any correspondence received from a third party must be posted to the scheme provider without delay. There is a legal requirement to acknowledge personal injury claims within a prescribed time scale failure to do so may prejudice any defence and may result in costs being awarded against the employer and/or the driver.
86. Employees are responsible for informing the Scheme Manager of all accidents and uploading dash cam footage where applicable via the online system the next working day. Any claims not reported to the insurance company within 180 days may become invalid and all

costs will be borne by the employee. Employees should also enact all repairs necessary to restore the vehicle to its former condition prior to the accident; as soon as possible after authority has been given.

87. Employees must report full details of the accident and provide the postcode/location of the scene. In addition, they must take photographs of the scene before any vehicles have been moved including roundabouts, road junctions, road markings, road/scene conditions, traffic lights and signs. Take pictures of the third-party vehicle and any damage as well as anything else that will help prove liability and blame. All sketches must be accurate and to scale, printing the scene from google maps will greatly assist with accuracy.
88. Dash cams when fitted should be left on at all times and in the event of an accident the clips must be sent to the scheme manager as soon as possible
89. Where damage is light, the employee may choose to pay for the cost of repairs, subject to notification to the Scheme Provider.
90. In the event of a total loss of the vehicle the driver will continue to pay their agreed monthly lease payment until such time as settlement has been made.
- 91. Type of Cover**
 - a. Fully Comprehensive Fleet Insurance Includes cover for own damage, fire, theft and windscreen and third-party damage.
 - b. Any person over the age of 21 can drive with the permission of the policy holder (the employer).

92. Accidental Damage Excesses

The insurance is subject to a policy excess: under the Terms and Conditions of your contract the treatment of excess payments will be as follows:

"In all cases" the Employee (Driver) will be liable to pay the excess. If, subsequently, any third-party claim is successful, refunds will be made accordingly.

The limitations of use and policy excesses may change each year at renewal of the insurance. You are advised to check with the scheme provider the current excess in the event of an accident or if young or inexperienced drivers are using the car. Please note that is in the best interest of the employer and drivers to keep additional named drivers to a minimum.

If the Employer offers a Dash Cam as part of the Lease Car Scheme and the employee opts out of having a dash cam in their vehicle, they will be subject to a higher excess. The additional excess will be confirmed as part of the application and will be readvised to the Employee in the event of an accident.

If the Employer offers a Dash Cam as part of the Lease Car Scheme and the Employee's vehicle contains a dash cam but they refuse to or are unable to provide footage in the event of an accident, they will be subject to a higher excess. The additional excess will be confirmed as part of the application and will be readvised to the Employee in the event of an accident.

93. Claims Reporting

All claims to be reported on our website www.knowlesfleet.com or by calling 01206 257220

If the vehicle is not driveable the hirer should contact the breakdown and recovery service to be taken to the nearest approved repairer. If the vehicle is driveable the accident should be report via the online system where the hirer can select a repairer. It is the responsibility of the hirer to arrange with the selected repairer to have the repairs estimated.

94. Accident Courtesy Car

A courtesy car will be provided when the vehicle is being repaired subject to availability.

If the vehicle is a total loss a hire car will be provided for the first 48 hours after the accident, free of charge, to enable the driver to make necessary arrangements for a replacement vehicle. At the end of the 48 hours the hire car will be collected from the driver or he/she can continue with the vehicle but will be responsible for the hire charges.

Early Termination of the Contract

95. If any of the following events occur the employee's right to a car within the scheme will discontinue forthwith. Any costs resulting from the early termination of the contract will be borne by the employer or the employee as described below:
 - a. The cessation of the employer's entitlement to possession of the vehicle under its agreement with the leasing company
 - b. The vehicle for whatever reason becomes, in the opinion of the leasing company, uneconomic to repair and/or maintain.
 - c. The total loss, whether by theft or otherwise of the vehicle for three consecutive months.
 - d. The termination of the employee's contract of service with the employer whether by virtue of death, voluntary resignation, dismissal, redundancy, retirement or otherwise.
 - e. The employee commits any breach of the terms of the hire agreement, express or implied.
 - f. Any meeting of the employee's creditors is called, or the employee commits any act of bankruptcy or any attempt be made to levy distress against the vehicle by reason of the employee's indebtedness.
 - g. Prolonged absence by the employee from his/her official duties.
 - h. The vehicle covering private mileage, which in the opinion of the scheme provider is abnormal.

- i. Failure to pay money due to the employer from the employee under this agreement within thirty days of the same becoming due.
 - j. The employee becoming disqualified from holding or for any reason ceasing to hold a valid licence entitling him/her to drive a car.
 - k. In the absence of any of the aforementioned events, the expiration of the period of hire specified above, or any extensions of the same.
 - l. When, in very exceptional circumstances an employee applies to terminate his/her participation in the scheme.
 - m. Any other very exceptional circumstances not provided for in sub-paragraph a to m above.
96. If it is the employee's choice to terminate the vehicle, the employee must provide the scheme manager with at least 2 months' notice of their intention to terminate, failure to do so may result in additional costs which will be borne by the employee

Costs borne by the Employer

97. In the event of the employee's death in service, compulsory redundancy or on early termination through capability due to ill health, due to either a long term/terminal condition which prevents the person working in the future (This will be for the lease holder to prove) there may be no financial penalty to the employee or his/her estate on account of the early termination of the contract. The Council will not be liable to pay early termination fees if dismissal through capability is linked to lateness, absenteeism, or persistent absence through illness or injury either or short or long term where the lease holder will be capable of future employment.

Costs borne by the Employee

98. In the event that an employee is absent from work on sick leave, maternity leave or on approved training, the employee may choose to continue the use of the car. If the employee chooses to return the vehicle to the employer they will be liable for a financial penalty, on account of early termination of the contract, except in exceptional circumstances to be determined by the employer.

Change to employment conditions

99. If the employee leaves their employment and moves to another public sector organisation the vehicle may transfer to the new employer with the new employer's and current employer's agreement and subject to agreement from the lease company and an administration charge. If the employee changes jobs or voluntarily takes on a new role within the current organisation they may choose to keep the car. If the employee chooses to return the vehicle they will be liable for a financial penalty on account of early termination of the contract. If the organisation prefers to terminate the contract under these circumstances, there may be no early termination penalty to the employee subject to the discretion of the employer.
100. In the event of early surrender of the car for any reason not covered above, the employee could be liable to pay the early termination charge imposed by the leasing company plus an administration charge. The calculation of the charge varies between leasing companies, the charge is higher in the first year and reduces during the contract. The actual cost will be provided by the Scheme Provider on written request.

Note: It is very important that at least one month's notice is given of early termination of the contract. Failure to provide adequate notice could result in a delay in the final payment of salary due, in order to resolve any problems.

101. In the event of early termination detailed above, the employee will be liable to pay:
- a. Any early termination charge plus administration charge
 - b. Any outstanding insurance premium.
 - c. Any costs arising from the condition of the car or excess mileage on handover.

102. Employees are advised to seek advice before terminating this contract.

General

103. The rights and remedies of the employer hereunder shall not be affected by any giving of time or any other concession or indulgence granted by or neglect of the employer to the employee.
104. The employee shall not assign transfer charge the benefit of or in any way make over this agreement nor pledge or purport to pledge the employer's credit.
105. All amendments to this Agreement shall be made in writing.
106. The employee must immediately report any change of address where the vehicle will be kept to the Scheme Provider.

Communications

107. Any communication required or permitted under the terms of this Agreement shall (unless otherwise provided) be in writing and shall be delivered in person or sent by registered mail or emailed as appropriate to: Knowles Associates Total Fleet Management Ltd, Red Lion House, Great Bentley, Essex CO7 8QG.