

**BRECKLAND COUNCIL**

**CAR LEASE SCHEME POLICY**

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## DOCUMENT CONTROL

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## DOCUMENT TERMS

“Hirer”	The main driver and applicant to the scheme. Also known generally as a Lease Car User.
“Head of Asset Management”	The current post holder of this role or equivalent in the Council and/or a representative acting on their behalf.
“Insurance Officer”	The current post holder of this role or equivalent in the Council and/or a representative acting on their behalf.
“Scheme”	The Breckland Council Lease Car Lease Scheme Policy for employees.
“Service Manager”	Employee who has responsibility for a main service areas of the Council.
“Head of Human Resources”	The current post holder of this role or equivalent in the Council and/or a representative acting on their behalf. Acknowledgement of representative needs to be provided to Head of Asset Management

## PART 1 - THE SCHEME

### 1. General

- (a) The Council will provide vehicles to employees within the scope of the Scheme, which can be used, subject to the Terms and Conditions of the Scheme, for business and private travel. The employees may be subject to a charge in respect of private use and will be able to reclaim from the Council fuel costs in respect of business use.
- (b) Employees wishing to apply for a vehicle should study the Terms and Conditions of the Scheme in Part 2 of this document before entering into a commitment.
- (c) The employee will not be eligible for the Scheme if he/she has been convicted of an offence, a result of which is to prevent the applicant from obtaining comprehensive insurance.
- (d) On entry to the Scheme, the employee will forego the current N.J.C. Conditions relating to travelling allowances and will continue in the Scheme until (i) expiry of the period of hire (at which time the Hirer will have the choice of entering into a new lease contract if eligible or reverting to the standard allowances system) or (ii) termination of the period of hire pursuant to the Terms and Conditions of the Scheme.
- (e) The Scheme includes AA/RAC or equivalent automotive breakdown cover.
- (f) The selected vehicle must not exceed band C CO<sub>2</sub> emissions (150 g).
- (g) The Terms and Conditions of the Scheme may be varied from time to time at the discretion of the Council, and all existing Hirers that are on the scheme will abide by the new Terms and Conditions of the Scheme.
- (h) The cost to the employee varies according to the vehicle chosen and the salary grade of the post. The Council will make an annual contribution to the cost of the scheme. This will operate at four levels depending on the grade of the employee. The current grade contributions are as follows:

Salary grades 1 to 3	£3,940 per annum
Salary grades 4 to 5	£3,345 per annum
Salary grades 6 to 7	£3,150 per annum
Salary grades 8 to 12	£3,010 per annum

Example: Grade 7 employee:

Lease cost	£4,824.00 per annum
Less Salary contribution	£3,150.00 per annum
Add minimum charge	£ 517.00* per annum (*see 1.i below)
Excess	£2,191.00 – to be paid by Hirer per annum

The monthly payroll deduction would be £182.58 (i.e. £2,191.0 divided by 12).

- (i) There is a minimum charge. Regardless of the Council's contribution the Hirer will contribute a minimum charge currently £43.08 per month to the cost of the vehicle. Where the lease fee for the selected vehicle costs more than the Council's contribution the Hirer will pay the full amount of the excess.

## 2. Eligibility

- (a) The eligibility criteria to enter the scheme is as follows:

- (b) The following user categories are eligible to participate in the scheme:

- (i) Essential Users:

### ~~a=Job Based~~

~~Posts identified for recruitment and retention reasons (including Chief Officers, Service Managers and certain specialist posts)~~

### ~~b=Work Based~~

Posts which have been designated by their Service Manager as workers whose essential workplace is 'in the field' i.e. workers whose essential duties could not be carried out without extensive and consistent activity in the community e.g. carrying out inspections of premises, home visits, enforcement activities. Field Workers must cover 2,500 business miles per annum.

- (ii) Casual Users travelling in excess of 4,500 miles per annum:

Casual Users are employees who use their vehicle, from time to time, in carrying out their duties but who are essentially office based.

- (iii) Other staff may be allowed to participate at the ~~Chief Executive Officer's Head of Human Resource's~~ absolute discretion.

- (iv) Whilst participating in the scheme, the employee's right to other normal user travelling allowances will be suspended.

- (c) Termination: If the Council has previously terminated a car leasing agreement with the relevant employee before its expiry date, the relevant employee will only be eligible at the Head of Asset Management's absolute discretion.
- (d) If an employee terminates a car leasing agreement pursuant to any statutory right of the offer, he/she will not be allowed to participate further in the Scheme until the date on which that agreement would have expired.
- (e) Retirement: The applicant must be at least 3 years from retirement.
- (f) Secondment: The applicant cannot be on secondment due to the temporary nature of the post grade.
- (g) Employment Contract: The applicant must be party to an employment contract with Breckland Council or in a shared service post with another authority. The relevant Chief Officer has the authorisation to override this criteria if extenuating circumstances exist and if appropriate to do so.

- (h) Employment Contract Period: The applicant's employment contract with Breckland Council or their employing authority must exceed the period of hire of the vehicle.
- (i) Probation: The applicant must have completed the statutory probation period before applying to the scheme. The relevant Chief Officer can override this.
- (j) Mileage: All existing Hirer's must have covered 2,500 business miles in the preceding 12 months—~~unless the user is designated as Job Based.~~

### **3. Application**

- (a) Employees may select a vehicle of their choice, (not exceeding CO<sub>2</sub> emissions -150 g.). Any vehicle selected is subject to the approval of the Chief Officer of the service who authorises the application. The amount of the hire charge will depend on the salary grade of the applicant. Employees will obtain the necessary quotations for their selected vehicle in order to submit an application.
- (b) If the employee has a vehicle loan from the Council outstanding at the time of delivery of the leased vehicle, he will be required to repay the loan in full immediately upon delivery of the lease vehicle.
- (c) The Council reserves the right to offer a vehicle that is not new for e.g. a vehicle that is on the Council fleet and available. In such cases, the period of hire will be the unexpired portion of the period of its availability and the hire charge will be calculated by the Head of Asset Management as appropriate.
- (d) Applications on the forms supplied shall be submitted to the relevant Chief Officer for approval and the Head of Finance for financial checks. The forms are then submitted to the Head of Asset Management who will approve the ordering of the vehicle, subject to the application being in accordance with the requirements of the Scheme.
- (e) The Head of Asset Management will notify the employee when the application is approved and the vehicle is ordered. A date of delivery will be given when it is available.
- (f) The hire charge payment will be based on the cost of the vehicle to the Council at the date of delivery and is therefore subject to change after submission of an application. Every effort will be made to avoid such variations. The leasing period will commence from the date of delivery of the vehicle to the Hirer.

### **4. Income Tax**

The provision of a vehicle for employees is a taxable benefit. Applicants to the scheme need to be aware that their income tax code may change when they have the use of a lease vehicle. More information can be obtained the HR – Payroll department.

## **5. Scheme Administration**

The Scheme is currently administered by the Head of Asset Management, to whom all enquiries should be made.

## **PART 2 – TERMS AND CONDITIONS OF HIRE**

### **1. Restrictions**

- (a) The Hirer shall not:-
- (i) assign the benefit of this Agreement;
  - (ii) sub-let this Agreement
  - (iii) represent himself or hold himself out as being, or do anything or permit anything to be done whereby he may be reputed to be, the owner of the vehicle
  - (iv) (save as is hereinafter expressly provided) part with possession of the vehicle;
  - (v) agree to or suffer any of the aforesaid acts;
  - (vi) during the period of hire, use or suffer the vehicle to be used in contravention of any statute, statutory instrument or regulation for the time being in force and shall indemnify the Council against any costs, claims or other liability arising out of such contravention;
  - (vii) sell, assign, transfer, charge or dispose of the vehicle or attempt to do so or suffer the same to be done
  - (viii) smoke or allow passengers of the vehicle to smoke in the vehicle
- (b) Any act or omission of any person authorised by the Hirer in accordance with the terms of this Agreement to use the vehicle shall for the purposes of this Agreement be deemed to be the act or omission of the Hirer.

### **2. Application**

- (a) The Hirer shall make an application to join the lease car scheme for initial or subsequent vehicles according to the requirements to the scheme administrator and on the prescribed forms.
- (b) The period of hire shall be limited to and not exceed four years. It is the Hirer's responsibility to make arrangements to return the vehicle at the end of the lease period and/or arrange for the delivery of a new vehicle according to the terms of this Agreement. At the discretion of the Head of Asset Management the period of hire may be extended for up to a maximum of six months to allow for the delivery of a new vehicle. Applications for hire extensions are the responsibility of the Hirer and should be made by the Hirer in enough time to process the application.
- (c) Hirers can choose the business and private mileage on the application, subject to a minimum total mileage of 10,000 per year. **Hirer's are reminded of the excess mileage costs incurred if Hirer's exceed the mileage they apply for.**
- (d) Leased vehicles can be transferred to other employee's at the discretion of the Head of Asset Management provided they are admitted to the scheme, abide by the terms and conditions of the scheme and accept that they are liable for the condition of the vehicle over the full period of hire.

### **3. Accessories**

- (a) The Hirer may, at the discretion of the Council, specify at the time when the vehicle is ordered any accessories approved by the manufacturer of the vehicle which will thereon be fitted to the vehicle by the supplier – cost of such accessories will be reflected in the calculation of hire payments. The Hirer will remove at their cost, on termination of this Agreement, any accessories required by the Council to be removed. The Hirer shall not otherwise be entitled to remove from the vehicle either before or after the expiry of the period of hire any such accessories so fitted nor to claim from the Council any compensation therefore.
- (b) A Hirer wishing to tow a caravan, boat or trailer shall obtain the prior approval, in writing, of the Head of Asset Management, which will not be forthcoming in the absence of written confirmation from the manufacturer or the manufacturer's authorised agent that the vehicle is suitable for the proposed towing. Any caravan, boat or trailer shall be towed only in conformity with all legal requirements relating thereto.
- (c) Except as permitted in sub-clause (a) above, no accessories may be fitted to the vehicle.

### **4. Use of Vehicle**

- (a) The vehicle may be used for normal social, domestic and pleasure purposes by the Hirer and other persons authorised in writing by the Council's Head of Asset Management, who are properly qualified drivers. This includes provisional licence holders accompanied by a full licence holder at least 21 years of age, who has held a full licence for no less than three years. In the event of applicable regulations altering, provisional licence holders shall be accompanied in compliance with such regulations.
- (b) The vehicle shall be made available at all times (non-availability for repairs and servicing excepted) by the Hirer for Council business.
- (c) Use abroad may be permitted, subject to prior written application to the Head of Asset Management, who will arrange insurance cover, obtain the necessary approval of the lease company and give further instruction with which the Hirer shall comply. Application should be made by the Hirer at least one month before the journey commences. Maintenance costs are not covered when the vehicle is abroad and are the Hirer's responsibility. Cover for AA breakdown insurance or equivalent and recovery of the vehicle to the Council's head office must be taken out at the Hirer's expense. Breakdowns abroad are not covered by the normal AA/RAC subscription. The cost of such insurance must be paid for by the Hirer in advance.
- (d) All Council business mileage as far as is reasonably possible shall be undertaken in the vehicle, unless specific approval has been given to the use of other means of transport. Hirers will be expected to travel by leased vehicle rather than train, where this is cheaper to the Council and will make every effort to ensure that the method of travel chosen for any journey is the most economical for the Council.

- (e) Hirers will be expected to travel by lease vehicle rather than with an employee receiving essential or casual user payments at all times.

## **5. Insurance**

- (a) The insurance policy arranged by the Council for the vehicle provides fully comprehensive cover (including windscreen) for the Hirer on Council business and for the Hirer and other persons authorised in writing by the Council's Head of Asset Management for social, domestic and pleasure purposes.
- (b) Currently the policy contains a basic excess of £100.  
An additional excess of £100 is payable by drivers who are:
  - a) under 25 years of age, or
  - b) aged 25 years and over and
    - i) hold a provisional licence
    - ii) have held a licence other than a provisional licence for less than 12 months.
- (c) If there are no claims on the insurance by the Hirer, a certificate can be issued to the effect that there have been no claims which will be accepted by many insurance companies to enable a full bonus to be obtained in any subsequent vehicle insurance, depending on the length of hire.
- (d) The vehicle shall be used only by the Hirer and other persons authorised, in writing, by the Council's Head of Asset Management so to do except in the case of an emergency, in which event the Council, pursuant to the terms of its insurance policy, hereby gives consent to such other persons, not otherwise authorised so to do, to drive the vehicle.
- (e) Any person using the vehicle must hold a current driving licence. In the event of the Hirer or any other person authorised under Clause 9 of this Agreement ceasing to hold a current driving licence, the Hirer shall forthwith notify the Council's Head of Asset Management. The Council reserves the right to remove the Hirer from the scheme if this situation arises.
- (f) The vehicle shall be used only by the Hirer in the course of his/her employment with the Council or by the Hirer and any person authorised under Clause 4 of this Agreement for social, domestic or pleasure purposes and for no other purposes whatsoever.
- (g) The Hirer shall not use or permit to be used the vehicle in breach of clause 5 of this Agreement nor for hire, reward, competition trials or pacemaking. The vehicle shall not be used for driving tuition except with the prior express authority, in writing, of the Head of Asset Management, and in accordance with any conditions contained therein.
- (h) The Hirer, having been supplied with details of the insurance cover relating to the vehicle and its use, hereby undertakes to observe all the requirements of the insurers and to do nothing which would invalidate such insurance cover and hereby agrees to pay the Council any excess as required for the said insurance cover in connection with the Hirer's or other declared drivers actual or deemed use of the vehicle.

- (i) Should the Hirer or a person authorised to drive the vehicle be convicted of any offence, other than a parking offence, or if the Hirer or other such person is disqualified or temporarily suspended from holding a licence or driving, the Hirer must not drive any leased vehicle and the Council reserves the right to give written notice to the Hirer restricting the use of the vehicle and the Hirer shall comply with such notice. All such convictions must be notified to the Head of Asset Management immediately by the Hirer.
- (j) The insurance cover does not include cover for driving other vehicles (except other vehicles currently leased pursuant to the Council's Car Lease Scheme Policy and then only for use on official duties).
- (k) In the event of the vehicle being involved in an accident, the Hirer will be responsible for paying any excess required by the Insurers, regardless of fault.

## **6. Accident and Damage**

- (a) In the case of an accident or other damage (however slight), details must be submitted immediately to the Council's Insurance Officer on an accident report form supplied by the Council's Insurance Officer and action taken in accordance with the instructions supplied with the Accident Report Form. Unless the instructions state that repairs may be carried out, advice will be given as soon as possible on the appropriate action that should be taken. The authorisation of repairs is a matter for the Head of Asset Management in consultation with the Insurers.
- (b) The carrying out of any repairs is the responsibility of the Hirer.
- (c) If the vehicle is unroadworthy due to an accident or damage and a replacement vehicle is unavailable it is the Hirer's responsibility to provide transport to undertake the duties of their job. There is no duty on the Council to provide a vehicle if the Hirer's lease vehicle is off the road.
- (d) Any damage cost to the vehicle which is not covered by an insurance claim or any other reason is the responsibility of the Hirer.
- (e) The Hirer is liable for any dehire damage at the end of the vehicle hire period.

## **7. Care**

- (a) The Hirer shall observe in relation to the vehicle the standard of care of a careful owner and (without prejudice to the generality of the foregoing) shall:
  - (i) Notify the supplier through which the vehicle is supplied of any faults upon delivery and report to the Head of Asset Management, in writing, any serious faults which appear during the period covered by the manufacturer's warranty which have not been satisfactorily dealt with by the servicing garage.
  - (ii) Throughout the period of hire, report promptly to the Head of Asset Management any defects or symptoms of defects, which are not rectified in the course of routine servicing.

- (iii) Ensure that routine servicing and maintenance and repairs are carried out at the intervals recommended by the vehicle manufacturer by a garage which is a main dealer for the vehicle or is otherwise previously approved in writing by the leasing company and report, in writing, any defects not rectified by the servicing garage.
- (iv) Permit persons authorised by the Council to inspect the vehicle at any reasonable time and place upon being given reasonable notice of their intention to do so.
- (v) Co-operate with the Council and any third party nominated by the Council in obtaining the benefits of any warranty or guarantee given upon supply of the vehicle. Except in cases of emergency, the Hirer shall not incur expenditure, which would otherwise have been recoverable under warranty or guarantee.
- (vi) Keep the vehicle clean and at regular intervals check and maintain all oil and other fluid levels and tyre pressures. The vehicle shall not be used unless the tyres conform to all legal requirements relating thereto.
- (vii) Take all reasonable precautions against frost damage and ensure that the anti-freeze content within the engine coolant system is of adequate strength.
- (viii) Endeavour to keep the vehicle garaged during the hours of darkness and at all times to park the vehicle in such a manner as to minimise the risk of damage or theft. The vehicle shall not be left parked on a public highway overnight without good reason and the Hirer shall inform the Council of any change of address at which the vehicle may be housed, garaged or kept.
- (viii) Bear the cost of cleaning, checking and maintaining oil and other fluid levels and tyre pressures and garaging as aforesaid.
- (x) Not alter, modify or remove any parts from the vehicle nor change any of the identification marks or numbers without prior consent, in writing, of the Head of Asset Management.
- (xi) Conform to the recommendations and instructions contained in the manufacturer's handbook as to running – in speeds and use of the vehicle and comply with the Council's written instructions and recommendations as to care, maintenance and use of the same.
- (xii) Not overload, overwork or otherwise subject the vehicle to stresses for which it is not designed, nor use the same to carry chattels for which it is not suited.
- (xiii) Not use the vehicle in any race, rally or trial.
- (xiii) Observe all legal requirements regarding the use and possession of the vehicle and exercise all reasonable care in keeping the same in good condition, both mechanically and otherwise, and avoid loss of or damage to the same whether upon the public highway or elsewhere.

(xv) Reimburse to the Council, or at the request of the Council to the owner of the vehicle, any parking or other fines paid in respect of the vehicle, plus an administration charge equal to the fine, plus VAT.

(xvi) Pay for all petrol, oil, antifreeze and other fluids required to maintain the manufacturer's recommended levels between the services of the vehicle.

(xvii) Ensure that road fund licences are received and displayed by the due date.

## **8. Repairs, Maintenance and Servicing**

- (a) Upon delivery it is the Hirer's responsibility to ensure, so far as is reasonably practicable, that the vehicle is:-
- (i) in a satisfactory condition, free from rattles, distracting noises, leaks, scratches and paint blemishes.
  - (ii) fitted with parts and equipment in satisfactory working order and in compliance with all relevant legal requirements.
  - (iii) in its entirety usable without danger to persons or property and without breach of any requirements of law.
- (b) The Hirer shall be liable for the cost of keeping the vehicle in repair throughout the period of hire, except where the items are covered by the manufacturer warranty or the scheduled servicing of the vehicle contained in the lease agreement between the Council and the lease car company and shall be responsible for making arrangements to have repairs, maintenance and servicing undertaken on the vehicle. The Council reserves the right to make arrangements for repairs, maintenance and servicing on behalf of the Hirer.
- (c) The Hirer shall familiarise themselves with the procedures and instructions for dealing with repairs to the vehicle whether arising by virtue of an accident or otherwise and the Hirer shall, at all times and in all respects, abide by such procedures and instructions.
- (d) The Hirer shall organise their workload to enable the vehicle to be serviced with as little effect on his/her work as is possible.
- (e) Servicing, maintenance and repairs must be carried out at a garage which is a main dealer for the vehicle concerned or is otherwise previously approved by the lease company the vehicle has been hired from.
- (f) The liability for the cost of replacement tyres or repairs to tyres due to punctures or other damage are the responsibility of the Hirer unless the tyre tread depth is at the legal minimum that would require a replacement.

## **9. Hirer Costs**

- (a) The Hirer will pay the hire payment (less any contribution from the Council) and will also pay for all fuel, together with oil and other fluids required between servicing or repairs.

- (b) In the event of the rate of Value Added Tax or any other cost borne by the Council in connection with the provision of the vehicle being varied, the hire payments may be increased or decreased accordingly.
- (c) In the event of an increase in road fund licence for the vehicle the Hirer will be recharged the cost of the increase.
- (d) The official mileage rate will be a selected element within HMRC's Advisory Fuel Rates (AFRs) for Company Cars.
- (e) Reimbursement for fuel costs in relation to business mileage will be added to the Hirer's salary monthly in arrears on production of a certified mileage claim.
- (f)
  - (i) **Excess Mileage:** The Hirer shall pay to the Council a supplemental mileage charge at the rate according to the individual contract for that particular vehicle (which is known at the outset when the driver obtains the necessary quotation) of £0.05 pence (inclusive of Value Added Tax) per mile in respect of mileage of the vehicle exceeding the agreed contractual annual mileage as stated in the lease agreement, commencing on the commencement date of this Agreement and in any year commencing on an anniversary of such commencement date.
  - (ii) **Termination:** In the event of early termination of this Agreement, the supplemental charge shall be payable in respect of the part year ending on the date of termination and shall be calculated by applying the formula:

$$\frac{\text{Actual number of days in part year}}{365}$$

multiplied by the private mileage figure referred to in sub-clause 9 (f).

- (iii) The supplemental mileage charge shall be payable forthwith upon the expiry of the period of hire or earlier termination of this Agreement or if the Hirer's application for the vehicle shall have shown estimated private mileage exceeding the stated contract mileage.
- (g) The Council reserves the right to change (increase or decrease) the contracted mileage for individual lease car contracts at any time during the contract period to avoid excess mileage charges at the end of the contract. Any change in cost for the hire of that vehicle will be passed on to the driver. Hirers should be aware that this could increase or decrease their contributions.

## 10. Termination

- (a) (i) If any of the following events occur, the Council shall be entitled to terminate the Agreement with the Hirer by due notice in writing to the Hirer:
  - (a) The cessation of the Council's entitlement to possession of the vehicle under an agreement with any third party.

(b) The vehicle, for whatever reason, becoming in the opinion of the Council (exercised in its absolute discretion), uneconomic to repair and/or to maintain or to continue to maintain.

(c) The loss, whether by theft or otherwise, of the vehicle for three consecutive months.

(d) The termination of the Hirer's contract of service with the Council whether by virtue of death, voluntary resignation, dismissal, redundancy, retirement, or otherwise.

(e) The bankruptcy or insolvency of the Hirer.

(f) The Hirer committing any breach of the terms of this Agreement, express or implied.

(g) Failure to repay money due to the Council from the Hirer under a car loan agreement.

(h) The Hirer becoming disqualified from holding or for any reason ceasing to hold a valid licence entitling him to drive a vehicle, unless suitable arrangements have been made to the entire satisfaction of the Council.

(i) The Hirer becoming disentitled to receive any Job Based/Essential User/Casual User's car allowance in accordance with the National Joint Council for Local Authorities' Schemes of Conditions of Service as a direct or indirect consequence of the exercise by the Hirer of his own free will or of the conduct of the Hirer.

(j) The Hirer being convicted of an offence or any other occurrence arising which results in the Hirer being deemed an unacceptable risk by the Insurers.

(ii) If:

(a) the Council terminates this Agreement under clause 10 (a) (i) above; or

(b) the Hirer terminates this Agreement pursuant to any statutory right of the Hirer

And (in either case) the Council's agreement with its leasing company under which the vehicle is made available for the purposes of this Agreement is thereafter terminated (by negotiation or otherwise) and the Council becomes liable under the terms of or as a result of such latter termination or otherwise to pay a termination payment to such company, then the Hirer shall be liable to pay forthwith to the Council an amount equal to such termination payment.

(b) In summary in the event of early termination of the Agreement, the Hirer will be required to reimburse to the Council the amount of any termination fee payable by the Council to a third party. There will be no charge to the Hirer where the Council has initiated the termination of the employee's contract.

## **11. Vehicle Return**

- (a) Upon termination of the period of hire, the vehicle shall forthwith be returned to the Council in good condition. The Hirer shall pay forthwith to the Council any costs required to put the vehicle into good condition.
- (b) In the event of the Hirer failing to return the vehicle to the Council on termination of this Agreement, the Council may repossess the same without being liable to any action or other proceedings at the suit of the Hirer or any person claiming under or through him. The Hirer shall be liable for the costs of repossessing the vehicle.
- (c) Upon termination or expiry of the Agreement, it may (in the Council's absolute discretion) be possible for the officer to purchase the vehicle on terms negotiated with the Council.

## **12. Other Conditions**

- (a) The Hirer will take all reasonable steps to keep the vehicle free from any distress for rents, taxes, execution or other legal process and, if for any reason the same is (whether under legal process or not) seized or taken out of his possession or control, the Hirer shall immediately so inform the Council.
- (b) The Hirer will be liable for the vehicle's road-worthiness and is required to fully indemnify and keep indemnified the Council against parking fines or other liabilities arising from the way the vehicle is used, including but not limited to breaches of the Road Traffic Acts.
- (c) Only one vehicle will be leased to any employee at any time. If a Hirer fails to take action to either return their previous lease vehicle or purchase it by the date their new vehicle arrives they shall be liable for the total hire cost of the first vehicle to the Council. Following a written notification to the Hirer, payments will be deducted from the Hirer's remuneration to cover the Council's full liability. As per 11 (b) above the Council reserves the right to repossess the vehicle and to charge the costs of repossession to the Hirer.
- (d) The Hirer will provide original copies of their driving licence or insured drivers of the vehicle when requested within 14 days of request for inspection. Any failure to provide this will mean the Hirer has broken the terms and conditions of hire and the Council has the ability to repossess the vehicle and remove the Hirer from the scheme.
- (e) If during the application period or any time thereafter the lease vehicle is not available for use by the Hirer, i.e. it has not been delivered on time or is off the road for accident damage or repair the employee is responsible for providing transportation to undertake their employment duties. The Council is not responsible for providing a temporary vehicle in these circumstances.
- (f) The hired vehicle will be made available to be inspected at Elizabeth House, Walpole Loke, Dereham, Norfolk for any purpose that the Head of Asset Management requires i.e. pre-return inspections and annual inspections.

## **13. Payment**

- (a) The Hirer authorises the Council to deduct the hire payment and all other sums of money (i.e. any additional costs relating to this Agreement including but not limited to supplemental mileage, dehire, maintenance, repairs, punctures, administration fees, road fund licence increases and fixed penalties) which fall due to be paid by the Hirer to the Council under the terms of this Agreement from any remuneration and/or superannuation benefits or any other payments due to them from the Council and covenants with the Council duly to pay the said hire payments and other sums of money as aforesaid. Similarly the Council shall forthwith pay to the Hirer (as applicable) any amount due by way of under, or over payment.

**14. Variation**

- (a) These Terms and Conditions may be varied from time to time by written notification by the Council to the Hirer.

## **Appendix 1 Application Procedure**

1. Applicant reads and understands the Terms and Conditions of the Car Lease Policy.

### **Stage 1 – Authorisation to enter Lease Car Scheme**

2. Applicant submits a completed (Section A & B) Lease Car Authorisation Form (either the Existing Hirer – Renewal version or the New Hirer – New Lease version) to the Head of HR.
3. The Lease Car Authorisation Form is checked by the Head of HR and authorised by signature if applicant is eligible and returns to applicant.
4. Applicant submits Lease Car Authorisation Form to relevant Chief Officer.
5. Lease Car Authorisation Form checked by relevant Chief Officer and signed and returns to applicant. Applicant is now authorised to enter the scheme.

### **Stage 2 – Selection and order of vehicle**

6. Applicant selects vehicle.
7. Applicant obtains vehicle finance quotation, completes the Lease Car Finance Calculator spreadsheet, completes the Application for a Council Lease Car Form and completes an Insurance Form for every driver.
8. Applicant submits the vehicle finance quotation, Lease Car Finance Calculator spreadsheet, Application for a Council Lease Car Form and Lease Car Authorisation Form to the Chief Finance Officer for sign off.
9. Applicant submits the following fully completed forms to the Head of Asset Management:
  - a) **Application for a Council Lease Car Form**
  - b) **Insurance Form**
  - c) **Lease Car Authorisation Form**
  - d) **Lease Car Finance Calculator**
  - e) **Quotation from lease car company of chosen vehicle (must have at least 14 days until it expires)**
  - f) **Original seen and copy of driving licence of applicant**
10. Head of Asset Management checks all forms are complete and returns to applicant if not. If all forms are completed Asset Management requests Finance to provide budget for the vehicle/applicant.
11. Finance adds budget and informs the Head of Asset Management.
12. Head of Asset Management completes final checks and raises purchase order for vehicle to relevant lease company.
13. If required confirmation of order received from lease company is signed by Head of Asset Management.
14. Lease company confirms vehicle is ordered and an estimated delivery date.

15. Estimated delivery date given to applicant.
16. Applicant notified of vehicle delivery.
17. Applicant takes delivery of vehicle and enters scheme and becomes a Hirer.

## Appendix 2a Car Lease Scheme Authorisation Form (Existing Hirer - Renewal)

### Section A (Hirer to complete)

Name of employee:	
Employee job title:	
Employee salary grade:	

### Section B (Hirer to complete)

<b>Eligibility checks to be completed by applicant and checked by Head of HR</b>		
	Yes	No
1. Does the applicant have an employment contract with Breckland Council or in shared post with another authority?		
2. Is the Hirer Work-Based i.e. has the Hirer travelled 2,500 or more business miles in the last 12 months and how many (obtained from HR Payroll)? <del>This question is not applicable if the applicant is Job Based, see 6 below.</del>		
3. Is the Hirer at least 3 years from retirement?		
4. Is the Hirer on a secondment?		
5. Has the employee been given notice of redundancy or have they handed in their notice?		
<del>6. Is the Hirer Job Based or Work Based (circle)?</del>	<del>Job Based</del>	<del>Work Based</del>

### Section C (HR to complete)

Insert number of business miles claimed (travelled) in last 12 months	
Head of HR approved (circle)	Yes / No
Name Head of HR	
Signature of Head of HR	<b>I have checked and agree with Section B above</b>
Date Head of HR approval	

### Section D (Chief Officer to complete)

Chief Officer approved (circle)	Yes / No
Name of Chief Officer	
Signature of Chief Officer	
Date of Chief Officer approval	

If this form is not completed it will be returned to the applicant or if the applicant is not eligible the form will be returned to the applicant.

**Expected answers to confirm eligibility to proceed:**

1. Yes – Accept No if authorised by relevant Chief Officer
2. Yes and number of miles stated (This check not applicable is applicant is Job Based)
3. Yes
4. No
5. No
6. ~~Either Job Based or Work Based~~

## Appendix 2b Car Lease Scheme Authorisation Form (New Hirer – New Lease)

### Section A (Hirer to complete)

Name of employee:	
Employee job title:	
Employee salary grade:	

### Section B (Hirer to complete)

<b>Eligibility checks to be completed by applicant and checked by Head of HR</b>		
	Yes	No
1. Does the applicant have an employment contract with Breckland Council or in shared post with another authority?		
2. <b>Is the Hirer Work-Based i.e.</b> will the employee have essential user status and travel 2,500 business miles OR casual user status and travel 4,500 business miles per annum?		
3. Is the employee at least 3 years from retirement?		
4. Is the employee on a secondment?		
5. Has the employee been given notice of redundancy or have they handed in their notice?		
6. Has the employee completed any probation period?		
7. <b>Is the Hirer Job Based or Work Based (circle)?</b>	<b>Job Based</b>	<b>Work Based</b>

### Section C (HR to complete)

Head of HR approved (circle)	Yes / No
Name Head of HR	
Signature of Head of HR	<b>I have checked and agree with Section B above</b>
Date Head of HR approval	

### Section D (Chief Officer to complete)

Chief Officer approved (circle)	Yes / No
Name of Chief Officer	
Signature of Chief Officer	
Date of Chief Officer approval	

If this form is not completed it will be returned to the applicant or if the applicant is not eligible the form will be returned to the applicant.

**Expected answers to confirm eligibility to proceed:**

1. Yes – Accept No if authorised by the relevant Chief Officer
2. Yes (This check not applicable is employee is Job Based)
3. Yes
4. No
5. No
6. Yes
7. ~~Either Job Based or Work Based~~