

**APPENDIX E**  
**BRECKLAND DISTRICT COUNCIL**

**AGREEMENT FOR ASSISTED CAR PURCHASE**

THIS AGREEMENT is made the      day of                      **2013**.

BETWEEN      **A** (hereinafter called "the Officer") of the one part and the **Breckland District Council** (hereinafter called "the Council") of the other part.

WHEREAS:

- (1) The Officer is employed by the Council as **B**
- (2) The Council require that the Officer shall provide keep and maintain a motor car for the proper performance of **her/his** duties and/ or **C** reach **her/his** normal place of employment.
- (3) The Council has been requested by the Officer to make an advance to the Officer to enable **her/him** to complete the purchase of the motor car described in Schedule 1 hereto (hereinafter called "the Motor Car").
- (4) The Council have agreed to advance to the Officer the sum of £ **(figures, D) (in words)(E)** (hereinafter called "the Principal Sum") for the said purchase upon the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:-

**1. Repayments**

That in consideration of the Principal Sum of £**(F)** provided to the Officer by the Council (the receipt whereof the Officer hereby acknowledges) the Officer shall (subject to clauses 2, 9, 10 and 11) repay to the Council the said Principal Sum with the addition of interest calculated at the rate of **(G)** per centum per annum on the Principal Sum by monthly instalments of principal and interest as set out in Schedule 2 hereto, such sums to be repaid by way of retention by the Council from salary due to the Officer by the Council until the whole of the Principal Sum together with interest thereon to date of repayment has been repaid.

**2. Determination**

That if before the whole of the said Principal Sum has been repaid to the Council by the Officer as aforesaid the Officer shall:-

- (i) die; or
- (ii) cease to serve the Council for any reason whatsoever; or
- (iii) fail to observe any term or terms of this deed; or
- (iv) sell assign pledge or charge the Motor Car; or part with its possession;  
or

- (v) fail to insure the Motor Car or keep the same insured as hereinafter provided; or
- (vi) become bankrupt; or
- (vii) make any composition or arrangement with his creditors; or
- (viii) commit any act resulting in the seizure of the Motor Car whether by way of execution distress or otherwise

the whole of the said Principal Sum with accrued interest shall immediately become repayable to the Council by the Officer. The decision of the Council as to whether the Officer is required to provide a Motor Car for the proper performance of his duties shall be final and conclusive.

### 3. **Deductions**

The Officer hereby authorises the Council and the Payroll Manager of the Council to deduct from any money (whether in respect of salary, travelling and subsistence allowances or refund of superannuation contributions) which is now or hereafter may become payable by the Council to the Officer or **her/his** personal representatives such sum or sums of money as may become payable by the Officer or by **her/his** personal representatives to the Council by virtue of this Agreement.

### 4. **Taxes**

The Officer shall pay all fines and all sums due for licences, taxes and insurance in respect of the Motor Car and in default of such payment it shall be lawful for the Council to deduct any sum due to them in respect thereof from the salary payable to the Officer.

### 5. **Repairs**

The Officer shall keep the Motor Car and all parts thereof in good repair condition and working order (reasonable wear and tear only accepted).

### 6. **User**

Except when the Motor Car is receiving necessary repairs or overhauls the Officer shall during the continuance of this Agreement utilise the Motor Car in the performance of **her/his** official duties, as required by the Council. In the case of Officers granted a loan as a result of excess travelling arising out of reorganisation the Motor Car shall be utilised for this purpose.

### 7. **Insurance**

The Officer shall during the continuance of this Agreement maintain a comprehensive policy of insurance covering the Motor Car with an approved Insurance Company; such policy to include cover for 'Business Use' where

the Officer may use the vehicle for business related travel in the performance of her/his official duties, and shall whenever requested so to do by the Human Resources Manager for the time being of the Council, produce to her/him such policy of Insurance and current renewal receipt for inspection.

8. **Accidents**

The Officer shall be solely responsible for the Motor Car and for any accidents or injuries arising to **herself/himself**, passengers or other third parties by reason of the user thereof and hereby indemnifies the Council against all proceedings costs claims demands or liability whatsoever in respect of any claims howsoever arising or through any default in repayment of the loan or through the breach or non-performance of any of the terms of this Agreement.

9. **Option to Repay**

The Officer may at any time during the subsistence of this Agreement repay to the Council any balance of the said Principal Sum together with accrued interest thereon to the date of repayment.

10. **Disposal**

The Officer shall not dispose of the Motor Car during the period of repayment of the loan without the previous consent of the Council which consent will also require the balance of the Principal Sum then owing together with accrued interest thereon to become immediately repayable to the Council.

11. **Early Repayment**

In the event of the early repayment by the Officer to the Council of the Principal Sum under clauses 2, 9 or 10 of this Agreement the Officer will be required to pay the Principal Sum outstanding only.

12. **Consumer Credit Act**

Pursuant to Article 4(1)(b) of the Consumer Credit (Exempt Agreements) Order 1989/869 ("the Order") as amended from time to time, this Agreement for Assisted Car Purchase is not subject to the Consumer Credit Act 1974 on the ground that it is a debtor-creditor agreement which is of a type offered to a particular class of individuals and not offered to the public generally, is offered incident to the Officer's employment with the Council and the interest rate does not exceed the highest base rate of certain banks specified in the Order plus one per cent.

SIGNED  
by the said

\_\_\_\_\_

\_\_\_\_\_

Date

in the presence of:

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

Print Name

Signed by:  
on behalf of Breckland  
District Council

\_\_\_\_\_

In the presence of:

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

Print Name

DRAFT

**EMPLOYEE** .....

**THE SCHEDULES HEREINBEFORE REFERRED TO**

**Schedule 1 - The Motor Car**

Registration Mark:

Make:

Type:

Colour:

Engine Emissions:

Vin Number:

**Schedule 2 - The Repayment**

The Principal sum £

Period for repayment of loan years

Gross amount of interest per annum £

First repayment:

due on 25th day of  
Principal £  
Interest £

and thereafter by equal monthly payments on the 25<sup>th</sup> day of each succeeding calendar month (or date of payroll if earlier) in the amount of

Principal £  
Interest £