



LEEDS COMMUNITY HEALTHCARE NHS TRUST LEASE CAR SCHEME



LEASING BY
Vauxhall-AMPL, a.s.

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LEEDS COMMUNITY HEALTHCARE NHS TRUST LEASE CAR SCHEME

Overview of Scheme

CPC Drive manage the Lease Car Scheme on behalf of the Leeds Community Healthcare NHS Trust. The Lease Car Dept. is based at 2150, Thorpe Park, Leeds, LS15 8ZB

The Lease Car Scheme is for staff of the Leeds Community Healthcare NHS Trust whereby employees who are required to be mobile on NHS business are eligible to participate in the Scheme offered within Leeds Community Healthcare NHS Trust Terms and Conditions.

Lease Agreements have been negotiated with companies and under the terms of the Scheme, Leeds Community Healthcare NHS Trust will pay the lease charge and insurance premiums. The participating employees will make a fixed contribution towards these costs by monthly salary or weekly wage deduction.

The main advantages of the Scheme are:-

- a) Participating employees will normally be provided with a new vehicle every three years (provided that the Scheme remains in operation);
- b) Maintenance and repair charges are included in the hire costs as are road tax, insurance (except excesses) and 'get you home' AA or similar membership;
- c) There is no need for the participating employees to use their own capital to purchase a vehicle;
- d) There are no sale problems associated with the vehicle provided;
- e) Apart from the fixed contribution and petrol (and any fines or insurance claims) the employee only pays for private mileage, including the cost of a tracking device, alarm and/or an immobiliser where appropriate;
- f) A replacement vehicle is provided free of charge for up to 7 days if the car is stolen (see Insurance Section);
- g) At the end of the 3-year Agreement the employee may purchase the vehicle at a price quoted by the Lease Company including a nominal handling fee.

To give employees a further insight into the Scheme, this brochure includes a more detailed guide to the Scheme's principles and conditions for employees, and copies of an application form and lease car agreement.

LEEDS COMMUNITY HEALTHCARE NHS TRUST LEASE CAR SCHEME

Guide to Scheme Principles and Conditions for Employees

1. INTRODUCTION

Leeds Community Healthcare NHS Trust Lease Car Scheme enables employees, who meet the necessary criteria, to select a car, which will be leased on their behalf. Any employee joining the Scheme will be entitled to private use of the car and will be charged for this at specified rates as described in Paragraph 5.

2. USE OF THE CAR

- 2.1 The car can be used for business and normal domestic and pleasure purposes by the employee (who must hold a full UK driving licence), and for normal domestic and pleasure purposes by anyone approved by the insurers and the Lease Car Department (see Paragraph 12 regarding insurance excesses). People with convictions for driving offences are likely to be refused permission or the insurance premium or excess may be increased.
- 2.2 Any employee may take the lease car abroad provided that permission is given by the Lease Car Department, the Lease Company and the Insurance Company and subject to the relevant fee, if any, being paid.
- 2.3 The employee shall permit representatives of the Lease Car Department or the Lease Company to inspect the state and condition of the car at any reasonable time.
- 2.4 The vehicle must be made available for use by another employee (approved by the lease car Department) for trust business as and when required.

3. JOURNEYS FROM HOME TO WORK

3.1 Employees working from home

The first daily journey from home to work and the daily journey back home should be considered as official travel. The payment of this mileage may be taxable.

3.2 Employees not based at home

Daily journeys from home to work and back should be considered as private travel.

4. TERMS OF HIRE

- 4.1 The allocation of a vehicle will commit the employee to a three-year agreement with Leeds Community Healthcare NHS Trust (see Paragraph 9; re termination of hire).
- 4.2 Whilst participating in the Scheme, employees will be required to have the vehicle at their disposal for official business, whenever required.
- 4.3 In exceptional circumstances a car that is not new may be offered if it has been released following the termination of use by another employee. In such cases, the period of use will be the unexpired portion of the three-year period and the contribution will be based on the original charge when the car was first supplied.
- 4.4 Employees will be required to sign a document relating to rules and regulations of use of the car prior to collection of the vehicle.

5. COSTS BORNE BY THE EMPLOYEE

- 5.1 In return for the private use of the car, employees will be subject to an annual charge payable on a weekly/monthly basis, by deduction from pay. The costs will be in accordance with Leeds Community Healthcare NHS Trust Terms and Conditions on lease cars

Quotations for chosen make and model of cars can be obtained once the authorised application form contained at the back of this booklet is completed and returned to the Lease Car Department.

- 5.2 The annual charge payable will be based on the lease cost at the time of order and may therefore differ from the quotation price. Any significant variation will be notified to the applicant who will have the option to cancel at that point.
- 5.3 Once a car has been supplied, the lump sum contribution based on agreed estimated mileages will be fixed for a three-year period. Changes in VAT, Insurance, Road Fund Tax, other legislative procedures are the only factors that can change the contribution paid, except for variations in previously agreed mileages. Should any modifications be required to the vehicle due to statute, any costs involved will be met by Leeds Community Healthcare NHS Trust. Any changes in contributions that may be retrospective in respect of VAT, Insurance, Road Fund Tax, and other legislative provisions will be notified to the employee as appropriate.

- 5.4 Mileages will be reviewed annually unless requested earlier by an employee and charged in accordance with the Lease Company's policy. In all other cases any required adjustments will always be made after the annual review and it is therefore necessary to submit mileage returns promptly on a monthly basis.
- 5.5 The mileages used to calculate costs will be the estimates for the three-year period for official and private mileage. The business mileage will be estimated by the employee and approved by the appropriate manager. Private mileage will be estimated by the employee and also agreed with the manager.
- 5.6 At the end of the three-year period the total mileage travelled by the vehicle will be compared with the original mileage contracted for. If the mileage is above the contracted limit the Lease Company will levy an excess charge upon Leeds Community Healthcare NHS Trust. If it is below a rebate may be given to Leeds Community Healthcare NHS Trust. The individual circumstances will be considered by the Lease Car Department who will determine whether or not the charges/refunds are to be levied/passed on to the user of the vehicle, and will depend upon the reasons or variations in mileages and whether the variations are on private or business mileage.
- 5.7 Employees will pay for all fuel, together with oil and other fluids required outside normal repairs and servicing, but will be reimbursed in respect of fuel for business mileage. (See Paragraphs 6 and 7.2 below). Reimbursement will be made via the payroll.
- 5.8 Fixed penalty and parking fines will always be the responsibility of the employee. The Lease Car Department will pass details of the employee to the police/local authority to enable any documents to be sent to the employee. Any disputes/queries will be taken up directly by the employee and the relevant authority. In the event that a fine is not paid and the trust is being threatened with legal action, then the fine will be paid by the trust and deducted from the employee's salary. If this isn't possible then an invoice will be issued.
- 5.9 Towing by the vehicle is permitted subject to the instructions in the Driver's Handbook, but the cost of the necessary towing equipment and electrical modifications must be borne by the employee. Agreement by the Lease Company must be obtained prior to any modifications being undertaken.

6. COST OF PETROL FOR BUSINESS MILEAGE

The reimbursement for business mileage will be based on HMRC recommended rates.

These are reviewed periodically by HMRC.

Passenger miles will not be paid for lease car users. This is in line with Agenda for Change.

7. MAINTENANCE AND REPAIRS

7.1 The Scheme provides for full maintenance, which includes the cost of all servicing in accordance with the manufacturer's schedule, repairs, replacement of tyres, batteries, exhausts etc. Servicing agents may provide a courtesy car for use by the employee, which should be arranged by the employee when arranging the service. Employees will however be expected to make adequate arrangements for their own transport when courtesy vehicles are not available. Any courtesy car provided when the lease car is off the road is covered by Leeds Community Healthcare NHS Trust insurance policy.

7.2 Servicing and repairs will be carried out at the manufacturer's service agent approved by the Lease Company and convenient to the employee.

If a service is not carried out at the correct intervals, which causes any damage etc that would have been avoided, then this will be charged to the driver.

7.3 AA Relay and Home Start (or equivalent) services are included within the Scheme at no additional cost to the employee. (This covers relief vehicle for first 24 hours only).

7.4 The cost of repairs and replacements, for example, to tyres, the car's interior and bodywork, due to deliberate abuse or wilful neglect, are not included in the Lease agreement. Any such costs identified by the Lease Company and charged to Leeds Community Healthcare NHS Trust will be charged to the employee, on receipt of details of the amount due.

8. EMPLOYEE'S RESPONSIBILITIES

8.1 Rental charges are determined by the Lease Company on the assumption that the cars will be kept in good condition and to the same high standard as if employees owned the cars. It is, therefore, in the interests of all parties that this standard is maintained particularly in ensuring that the cars retain their market value when returned at the end of the contract.

8.2 The employee has a specific responsibility for the following:-

- a) Keeping the car in a clean condition at your own cost;
- b) At regular intervals checking the petrol, oil, water, battery, brake and other fluid levels, tyre pressures and conditions of tyres, and 'topping' up as necessary;

- c) Ensuring that the anti-freeze level in the cooling system is checked and maintained at the level recommended by the manufacturer;
- d) Observing the recommended running-in speeds or period where applicable;
- e) Reporting defects promptly to the nominated garage or as otherwise instructed by the Lease Company or the Lease Car Department;
- f) Ensuring that servicing and maintenance is carried out at the nominated garage at the intervals recommended by the Lease Company. In cases of dissatisfaction with the work carried out, this must be taken up with the Service Manager of the garage(s) concerned. Where there is no resolution of the problem(s) then this must be referred to the Lease Car Department in writing with the relevant details to enable further action to be decided. Where the relevant servicing is not arranged and this invalidates any warranty or service agreement then the employee will be responsible for all subsequent charges. Where this is not practical an account will be issued;
- g) Payment for any unreported damage etc via deductions through the payroll;
- h) To report to the Lease Car Department as soon as practicable should the employee foresee that estimated mileages have been over/under estimated.
- i) Ensuring the Road Fund Licences are displayed by the due date;
- j) Ensuring the reasonable security of the car at all times, including safe storage of keys (replacement locks are not covered by the insurance policy where keys are stolen or lost);
- k) Conforming to all instructions and recommendations in the manufacturer's handbook and all other instructions and advice given by the Lease Company or the Lease Car Department;
- l) To report all accidents immediately to the Lease Car Department;
- m) Immediately advising the Lease Car Department in writing of impending resignation when known;
- n) Paying for all Insurance excesses by deduction through payroll. Where this is not practical an account will be issued;

- o) Paying for all damage and/or excess mileage on returned vehicles by deduction through the payroll. Where this is not practical an account will be issued;
 - p) Providing copies of their own driving licence and those of other named drivers, on an annual basis, to their manager;
 - q) Reporting to the Lease Car Department when a replacement vehicle, free of charge, is provided for 14 days or longer.
- 8.3 The employee should bear in mind that he/she will be personally liable for the car's roadworthiness in accordance with legal requirements as if he/she were the owner of the vehicle. Employees should not service, repair or adjust the vehicle themselves (other than as stated in sections 8.2 b) and c)) and in particular must not interfere with the mileage recorder (odometer).
- 8.4 The employee is under a duty to report all damage or defects promptly. Where an employee has damaged the vehicle due to failure to maintain or due to neglect of maintenance or non-reporting of defects, then he/she is liable to pay for the resulting repairs.
- 8.5 The employee, when required, must make the vehicle available for inspection by the Lease Car Department staff.
- 8.6 Travel claim forms must be submitted on a monthly basis at the end of each calendar month. Failure to do so will result in deductions doubling where there is a delay of three months or more, to offset any adjustments, which may occur, on the assumption that no business mileage is being undertaken. Claims in excess of 6 months will not be accepted.

9. EARLY TERMINATION OF HIRE

- 9.1 The employee's right to a car within the Scheme will be terminated:-
- a) On the employee's death;
 - b) On the termination of his/her employment by Leeds Community Healthcare NHS Trust ;
 - c) On the employee's retirement
 - d) Voluntary termination of employment with Leeds Community Healthcare NHS Trust .

In the case of c and d) the employee will be liable to the early termination penalty unless specifically waived by the employee's manager.

- 9.2 The employee's right to a car within the Scheme may be terminated by Leeds Community Healthcare NHS Trust at its discretion in the following circumstances, each case being considered on its merits: -
- a) By the breach of any of the Conditions of the Scheme;
 - b) In the event of the prolonged absence of the employee from normal duties;
 - c) If the employee's contributions cannot be recovered from his/her pay;
 - d) Change of post except by special arrangement;
 - e) In exceptional circumstances not provided for in a) to d) above.
- 9.3 When an employee's participation or right to participate in the Scheme is terminated the employee may have the option of buying the vehicle at current value, plus settlement of any Lease Company penalties for early termination.
- 9.4 Upon termination of the employee's participation, or right to participate in the Scheme, the employee must return the car as directed and shall pay any outstanding contribution for private use which will be calculated up to the date of termination, including excesses.
- 9.5 In the event of the employee's death in service or on early termination of the employee's employment contract on the grounds of ill health, there shall be no financial penalty to the employee or his/her estate, on account of the early termination of the contract for private use of the car.
- 9.6 In the event that the employee is absent from work for an extended period, e.g. maternity leave, sick leave or on approved training, an employee who has contracted for the private use of a Lease Car may choose to continue the private use at the same charge or to return the vehicle to the Lease Car Department. In the latter case there shall be no financial penalty to the employee on account of early termination of the contract.
- 9.7 Where vehicles are returned without any reason then the employee will be required to pay the Lease Company's penalty payment when this is levied.

10. NORMAL TERMINATION OF HIRE

At the end of the three-year agreement, the following procedures will apply: -

- 10.1 The car will be appraised for condition by an agent of the Leasing company. An appraisal form (example at the rear of this booklet) will

be completed by the Agent and will be signed by that person and the employee with a copy being retained by each. The employee will be required to reimburse Leeds Community Healthcare NHS Trust through the payroll, or by account if this is not possible, the cost of any repairs considered to be needed to bring the car in good condition, taking fair wear and tear into account as set out in the BVRLA Guidelines (see Paragraph 15.2). Where damage cannot be seen during this inspection and is subsequently found by the Lease Company the charges levied will be the responsibility of the employee deductible through the payroll. Where this is not possible an account will be issued.

- 10.2 The Lease will then be terminated for the existing vehicle and a replacement vehicle will be provided as required, providing the employee still meets allocation requirements. Costs will be calculated on prices ruling at that time.
- 10.3 The old car will be available for sale to the employee at the end of the three-year period based on a valuation agreed direct with the Lease Company. Leeds Community Healthcare NHS Trust nor Lease Car Department shall be directly involved in any sale although a small handling charge may be payable by the employee to cover administrative costs.

11. TERMINATION OF HIRE BY THE LEASE COMPANY

In the event of the Lease Company terminating the Agreement for any reason, Leeds Community Healthcare NHS Trust shall be entitled to terminate the Agreement with the employee forthwith and without notice, whereupon the employee will, without hindrance, permit and enable the Lease Car Department or the Lease Company to repossess the vehicle.

12. INSURANCE

12.1 During the time when the vehicle is being used, comprehensive insurance will apply. Employees will be advised where changes to the insurance company or cover are made.

12.2 The Insurance Policy provides: -

Comprehensive cover for the employee on business and private use and comprehensive cover for all other named drivers for private use. The cover also includes a free replacement car for up to 7 days if your car is stolen, providing the procedures are met. Personal goods are not covered. Full details of the cover and exclusions are available from the Lease Car Department.

- 12.3 The employee is responsible for providing adequate insurance cover for any personal property fitted to or left within the vehicle.
- 12.4 It should be noted that employees could lose No Claims Discount benefit when arranging insurance for their own car after terminating an agreement with Leeds Community Healthcare NHS Trust. Most insurance companies will request a letter from the Lease Car Department confirming that the individual had had no accidents whilst under NHS insurance and will automatically continue No Claims Bonus accordingly. Employees should be aware however, that not all insurance companies will accept this and may reduce No Claims Discount accordingly. The details of all claims will be disclosed by the Lease Car Department and insurance companies will use this to decide on a level of No Claims Bonus.
- 12.5 The policy only covers the lease car and courtesy cars provided by servicing or repair companies. It does not cover staff in the scheme to drive any other car.
- 12.6 Excesses on insurance claims costs will apply as follows: -
- Standard Excess £500
- Drivers aged 17 – 20 – additional £750.00
Drivers aged 21 - 25 – additional £150.00
Novice drivers – under 1 year since full licence obtained – additional £150.00
- Drivers with convictions for serious offences may suffer additional excess – typically around £250 in addition to the standard excess. This will be assessed in each individual case.
- In the event of claims being met by the insurance company, excesses will require to be paid by the employee for accidents on private journeys excluding those proven to be caused by an identified third party. The renewal date of the Insurance is normally 31 October and the excesses and cover may vary upon renewal. Any changes will be notified to all users in writing.
- 12.7 Accidents proven to be caused by an identified third party will not be the subject to an excess. Any costs incurred will be recovered by either the Trust insurer or its Uninsured Loss Recovery Agent.
- 12.8 When a car is stolen or damaged (except where proven to be caused by a third party) and is the subject of a write-off by the insurance company, the employee will be responsible for their contributions until the write-off is complete. Where a replacement car is provided by Leeds Community Healthcare NHS Trust this will result in the payment

for both vehicles, with the exception of a stolen car where the first 7 days of replacement car is free of charge.

- 12.9 A charge may be levied for a green card or letter of authority when the vehicle is taken abroad. Permission must be obtained from the Lease Car Department before the vehicle is taken out of the country and individuals are responsible for taking out their own breakdown cover for foreign travel, unless already covered by the lease company.

13. CHOICE OF VEHICLES

- 13.1 The Employee May choose any car with a CO₂ emission output of 130 or below.
The intention is to reduce the maximum CO₂ on an annual basis. Specific terms may however be imposed on specific vehicles e.g soft tops, which will be provided at the time of order.

14. INCOME TAX IMPLICATIONS OF THE SCHEME

The estimated implications of income tax on the employee will be provided at the time of quotation based on the rates appertaining at the time.

The benefit in kind (the figure on which the employee will pay tax) is currently based on:

The on the road value of the vehicle multiplied by a percentage based on the CO₂ emissions of the vehicle.

Less the amount the employee contributes for private mileage.

This information will be provided to the local tax office on an annual basis by the Lease Car Department.

15. OTHER INFORMATION

- 15.1 Where travel prior to the issue of a car has been made by train, it is now expected that all future journeys will be undertaken by car.
- 15.2 The following examples indicate what Lease Companies deem as fair wear and tear: -
- a) Scratches that do not penetrate the primer coat;
 - b) Small dents not more than 10mm in diameter;
 - c) Chipped paintwork as long as it has been “touched up” to prevent rusting;
 - d) Soiled seats, carpets, headlining that can be cleaned by normal cleaning methods.

Multiple dents or scratches on any one panel, broken aerials, damaged wheel rims, cracked or broken lights, cracked or broken number plates, cuts or burn holes to carpets and upholstery are not considered fair wear and tear and will be charged to the employee.

These guidelines are set out in the BVRLA handbook, a copy of which is available in the Lease Car Department at Trust HQ.

16. TEST DRIVES & DETAIL ENQUIRIES

You may enquire about models or request a test drive at the dealers listed below.

Please make sure you speak to the **FLEET SALES STAFF**.

		Tel.
1)	JCT 600 (Mazda)	2799600 ask for Roger Eyeington – Fleet Sales
2)	Harratts Volvo Wakefield	01924 254573 ask for Tony Habershon – fleet sales
3)	Evans Halshaw (Vauxhall)	01274 473520 ask for Pat Spencer – Fleet Sales
4)	Harratts (Peugeot)	2374888 ask for James Kirk – Fleet Sales
6)	Benfield Toyota (Leeds) (Toyota)	247 0055 ask for Andrea/Paul – Fleet Sales
7)	Evans Halshaw Renault, Leeds	2800200 ask for Phil Atkinson– Fleet Sales
8)	Leeds Volkswagen	382 7600 ask for Rachel – Fleet Sales
9)	Sunwin (Nissan)	01535 691330 ask for Roger Ingleson – Fleet Sales
10)	Barnsley Honda (Honda)	01226 704949 ask for Samantha – Fleet Sales
11)	D. M. Keith, Hunslet (Skoda)	3858242 ask for Tony Barraclough - Fleet Sales
12)	Leeds Audi (Audi)	290 4000 ask for Michaela Endeacott - Fleet Sales
13)	Robert Bowett (Leeds) (Saab)	277 6099 ask for Craig Mackintosh - Fleet Sales
14)	Benfield Ford (Wetherby)	01924 237392 ask for Sally - Fleet Sales
15)	Mercedes Benz (Leeds)	2015227 ask for Richard Sellars - Fleet Sales
16)	JCT 600 (Bradford) (BMW)	01274 263600 ask for Paul Smith / Joanne Taylor- Fleet Sales
17)	Seat Huddersfield	01484 360050 ask for Tony Clayton
18)	SB Citroen, Wakefield	01924 332525 ask for Daniel Higgs

* For details on other makes please contact the PTP Office.

17. Vehicle Sourcing

The sourcing of vehicles is the sole responsibility of the PTP section.
Cars are obtained from various companies.
It is not the place of the employee to select the dealer.

LEEDS COMMUNITY HEALTHCARE NHS TRUST
CAR LEASING AGREEMENT

This agreement is made the day, month and year recorded on the Schedule hereto (hereinafter called 'the Schedule') BETWEEN the Officer named in Paragraph 1 of the Schedule (hereinafter called 'the Officer') of the one part and Leeds Primary Care Trusts (PCT's).

WHEREAS

1. The Officer is employed by Leeds Community Healthcare NHS Trust.
2. The Officer has applied to Leeds Community Healthcare NHS Trust for the use of a motor vehicle under the terms of Leeds Community Healthcare NHS Trust Lease Car Scheme.
3. Leeds Community Healthcare NHS Trust has agreed to supply the vehicle specified in Paragraph 7 of the Agreement. The vehicle and any replacement vehicle is hereinafter referred to as 'the Vehicle'.
4. The owner is the Lease Company in whose name the vehicle is legally registered.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. USER CONTRIBUTION

The Officer shall pay Leeds Community Healthcare NHS Trust by way of a weekly/monthly contribution, which includes the cost of any additional extras, for the period of 3 years.

From the date hereof (which period will hereinafter be called 'the contract period') such weekly/monthly sum is to be paid by way of deduction from pay.

2. RESPONSIBILITIES OF:

The Officer hereby agreed with Leeds Community Healthcare NHS Trust :

- a) To use the vehicle for the purpose of the business carried on by Leeds Community Healthcare NHS Trust , and that Leeds Community Healthcare NHS Trust permits the vehicle to be used for social, domestic and pleasure purposes subject to clauses b), c) and d) below;
- b) Not to use or suffer the vehicle to be used for hire, commercial driving tuition, racing, pacemaking, speed trials or any other sporting competition;
- c) To only permit the vehicle to be driven by a person authorised to do so, and whilst holding all necessary current licences and permits in respect

of the vehicle and himself, such licence in respect of the driver to be a full and not provisional driving licence. Leeds Community Healthcare NHS Trust (through the Lease Car Department) will request inspection of such licences on an annual basis. Provisional licence holders cannot drive the vehicle without written approval from the Lease Car Department. Any changes to circumstances i.e. driving offences, must be notified to the Lease Car Department immediately;

- d) To use the vehicle only in accordance with the terms of the insurance cover provided by Leeds Community Healthcare NHS Trust and for no other purpose;
- e) To arrange for servicing and maintenance to be carried out at the required time at the expense of the Lease Company named in the Schedule hereto (hereinafter called 'the Owner') at the garage of the servicing agent named in Paragraph 8 of the Agreement in accordance with the vehicle manufacturer's specifications in the vehicle handbook;
- f) To ensure that any work covered by the manufacturer's warranty;
- g) To be responsible for the day to day maintenance of the vehicle, namely maintaining the car in a reasonably clean and tidy condition and carrying out the routine care of the vehicle detailed in the vehicle handbook including checking and correcting tyre pressure, oil and coolant levels;
- h) To report immediately to the Trust Insurers any damage or accident affecting the vehicle and to complete an insurance claim form.
- i) To follow the lease company's instructions in respect of mechanical breakdowns and defects affecting the vehicle;
- j) To repair before the end of the contract hire period, at the Officer's expense, any unreported damage to the vehicle other than fair wear and tear. Where this is not undertaken the vehicle will be returned to the Lease Company and any damage charged to Leeds Community Healthcare NHS Trust will be payable by the Officer and deducted through the payroll;
- k) To take reasonable care of the vehicle;
- l) If requested, to present the vehicle to Leeds Community Healthcare NHS Trust nominated representative for inspection;
- m) To obtain the written consent of the Owner, the Lease Car Department and insurers before travelling with the vehicle outside Great Britain or Northern Ireland and thereafter to arrange and bear the cost of such additional vehicle insurance as may be required including breakdown and recovery insurance;

- n) To seek the prior approval of the Owner and the Lease Car Department before fitting any accessories to the vehicle after the vehicle has first been supplied;
- o) Not to remove any accessories from the vehicle at the end of the lease period if this will result in damage to the vehicle or if they were factory fitted and to make good any damage or loss resulting from a breach of this paragraph;
- p) Not to use the vehicle for any towing whatsoever unless the vehicle manufacturer's recommendations are adhered to and a suitable towbar and related electrical equipment are fitted with the consent of the Owner and to recompense Leeds Community Healthcare NHS Trust for any damage arising out of the breach of this paragraph;
- q) Neither to overload the vehicle nor suffer the vehicle to be overloaded;
- r) Not to carry out any work or make such arrangements, which might deface, or suffer to be, defaced, the paintwork, body and coachwork of the vehicle, without the prior consent in writing of the Owner and Lease Car Department first being obtained;
- s) To ensure the car alarm, where fitted, is activated at all times when the vehicle is left unattended, and to store keys in a safe place. Any actions deemed negligent may result in the insurance being void and result in charges to the Officer.

3. ACCIDENTS

In the event of an accident and/or theft the Officer MUST notify the Trust Insurers within 24 hours, giving full details of the incident, including details of drivers, vehicles, damage and independent witnesses, in addition to notifying the Police where applicable as soon as possible after the accident and/or theft. Any notification received from a third party after an accident should be forwarded, unacknowledged to the Lease Car Department.

4. BREAKDOWNS

In the event of a breakdown the Officer agrees to arrange assistance as per details given in the driver's pack.

5. BUSINESS MILEAGE

It is hereby agreed that Leeds Community Healthcare NHS Trust will reimburse the Officer for the cost of fuel relating to business use at the agreed rate, upon receipt of mileage claim forms. Any claims received more than 6 months after the date of travel will not be accepted.

6. USE OF THE VEHICLE

It is hereby agreed the Officer will have exclusive use of the vehicle for both private use and the purpose of Leeds Community Healthcare NHS Trust business, but the private use of the vehicle must not take precedence over the requirements of the business undertaken for Leeds Community Healthcare NHS Trust . The vehicle must only be driven by those drivers specifically approved, in writing, by the Lease Car Department.

7. TERMINATION OF USE OF VEHICLE

In the event of an Officer leaving the employment of Leeds Community Healthcare NHS Trust this Agreement will terminate and the vehicle will normally be returned to the Lease Car Department. The Officer will be liable to pay any penalty charged by the Lease Company due to early termination. However, if the Officer intends to commence new employment with another Health Authority or Trust, the new Authority or Trust may be approached by the Officer with a request to accept assignment of Leeds Community Healthcare NHS Trust duties under this Agreement, or he/she may purchase the vehicle from the Owner. In the event of death of the Officer whilst in the employment of Leeds Community Healthcare NHS Trust any member of the immediate family of the Officer shall be able to surrender the vehicle without payment of any penalties for premature termination of the contract.

8. NOTICE

Any notice or report to be given to or by, or consent sought from Leeds Community Healthcare NHS Trust or Lease Car Department under this Agreement, shall, except where otherwise stated, refer to the Trust's Lease Car Department staff.

9. CHANGES IN PAYMENT

It is hereby agreed that:-

- a) In the event of any change in the Road Fund Licence, insurance, value added tax or other relevant fiscal duty Leeds Community Healthcare NHS Trust may adjust the Officer's weekly/monthly contributions in Paragraph 3 of the Agreement;
- b) In the event of a change in the nature of the Officer's job or job location or any redeployment or secondment of the Officer, Leeds Community Healthcare NHS Trust may review the weekly/monthly contribution specified in Paragraph 3 of the Agreement;
- c) Estimated mileages will be reviewed annually and should the actual mileage differ from the estimated mileage specified in Paragraph 2 of the Agreement, the Officer will have the opportunity to amend the mileage as appropriate.

10. ASSIGNMENT

Except as provided herein this Agreement is personal to the Officer and is not assignable.

11. ROAD TRAFFIC ACT

Nothing in this Agreement is to be construed as implying that title to the vehicle can, or shall at any time, pass to the Officer. However, for the purpose of Section 3 of the Road Traffic Act 1984 (and subsequent amendments thereto), the Officer hereby agrees that he/she shall be liable as if he/she were the 'Registered Owner' in the case of motor vehicles, for any offences and/or charges committed or incurred by him/her.

12. RETURN OF THE VEHICLE

- a) Unless stated to the contrary, the Officer shall on the expiration of the term, or the sooner termination of this Agreement, deliver up the vehicle in good and substantial repair and condition to the Owner at the Lease Car Department. If the condition of the obligations under this Agreement, the Owner shall be entitled, but without prejudice to any other right or remedy of the Owner hereunder, to effect any damage to the vehicle is to be paid to the Owner via deduction through the payroll or, if this is inappropriate, by account;
- b) Should the Officer wish to purchase the vehicle upon termination of the hire period he/she will enter into direct negotiation with regard to price with the Owner.

13. OTHER DOCUMENTATION

In addition to the matters referred to in this Agreement, the Officer agrees to abide by the conditions contained within the Owner's leasing agreement that specifically relate to use and maintenance of the car and any other matters specifically outlined in the guide to the Scheme's principles and conditions.

LEEDS COMMUNITY HEALTHCARE NHS TRUST
LEASE CAR SCHEME

Points of Contact Information Sheet

Lease Car Department – Fax 0113 3055933

Leeds Partnership NHS Foundation Trust, 2150, Thorpe Park, Leeds, LS15 8ZB.

Mrs Sue Rodriguez
0113 3055927 for: End of Lease enquiries, Insurance requirements
and Payroll deduction queries.

Mr Lawrence Fothergill
0113 3055949 for: Quotations, Issuing of Contracts, Test Drives and
General Information
MOT queries, Tax Discs, and general assistance
on quotes, vehicle deliveries etc.

Mrs Sue Richards
0113 3055928 for Travel Claims, Mileage queries and Foreign Travel.