

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.
"Budget Holder" shall mean the senior manager accountable for financial expenditure.
"Scheme" shall mean the Lease Car Scheme.
"Scheme Manager" shall mean Knowles Associates Total Fleet Management Limited (Company Number 03185631).

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 their employer to participate in the scheme for a set period 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 long-term agreement.

4. The scheme is based on a binding agreement between the employer and a specified employee.

Your Right to Cancel

5. You may cancel your application by the Scheme Manager 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 to cancel your application. If you cancel 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 Scheme Manager's costs associated with the cancellation. You are advised to contact the Scheme Manager 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, information you provide will be used primarily for the provision of management and support services to you but also in related purposes including: updating and enhancing client records, analysis to help us to manage the service, statutory returns, legal and regulatory compliance.

The Scheme Manager 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.

The Scheme Manager 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, the Scheme Manager will share data where required to by law or under a statutory obligation.

The Scheme Manager will maintain a data protection register and make certain that their licence is current. The Scheme Manager will ensure that their suppliers or third parties conform to the requirements of the Data Protection Act 2018.

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

The Nature of the Scheme

8. Under the scheme the employer and Scheme Manager shall arrange through a lease company for the employee to be provided with a new motor vehicle as specified. In addition, full comprehensive insurance cover will be arranged on behalf of the employee. The employer reserves the right to decline a vehicle selection if it is considered inappropriate.
9. The monthly cost of the car, which shall include the cost of insurance and breakdown cover will be determined by the employer at the beginning of the agreement.
10. The Lease car payment can be adjusted for any variations between the estimated and actual mileage upon request from the employee or following a recommendation by the scheme manager.

The employer reserves the right to discontinue the scheme at the end of the agreement and decline any application should it be determined that it is not in the best interest of the employer.

Reimbursement of fuel for business use

11. The employee will be responsible for all fuel and electric costs for the vehicle but also be entitled to reclaim business mileage through the expenses system at the appropriate HMRC Advisory rate for their vehicle in the usual way.
12. The lease car charge may be adjusted at any stage of the contract due to any variations between the estimated and actual mileage resulting from a lifestyle change. Mileage adjustments can be made at the request of the employee or following a recommendation by the scheme manager. Although the scheme manager will endeavour to inform the employee of any variations it is the employee's responsibility to inform the scheme manager of any variations to the contract mileage.
13. Not used
14. Not used
15. Where other employees or members of the employing authority are conveyed in the contract hire vehicle the passenger allowances will NOT be paid.

TERMS & CONDITIONS OF USE

Hire

16. Not Used
17. The employee desires a vehicle for use in the performance of their duties and/or for social, domestic and pleasure purposes. The employee acknowledges that they have 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

18. 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 agreement period and on return of the car.
 - c. Any charges resulting from excess wear and tear at the end of the agreement 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 policy 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 payments due to the employer that were made by the employer to cover any shortfall in car payments during periods of leave (if applicable)

Employee's Obligation

19. Not used
20. Not used

HMRC

21. HMRC will only allow an employee to opt in, opt out or vary the payments of this agreement where a lifestyle change "significantly alters" employee's financial circumstances. The employee has the burden of proof to provide evidence to validate the claim. Should HMRC audit the agreement and feel that a significant lifestyle change has not occurred then you may be liable for repayment of the savings generated.

Penalty Notices, Fines and Charges

22. 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 Manager who will in turn apply to redirect the notice to the employee.
23. Redirection of the notice enables the response period to restart and provides the employee with an opportunity to make representation or challenge the charge, to make a representation the Scheme Manager will be required to provide the employee'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 notify the scheme manager before the vehicle is delivered.
24. Any escalation charges or excess parking charges will be recharged to the employee.
25. Where a penalty notice, fine or charge cannot be redirected to the employee, the notification of the amount to pay will be notified to the employee by email, failure to supply your current email address to the scheme manager may result in additional charges or legal action from the issuing authority.

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 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 their 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 agreement and shown on the quotation form and confirmed on the signed agreement.
29. On entering the lease car agreement, the employee will have established and accepted any effect of 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 to the employer. If a long term period of absence results in the employee's pay falling below the national minimum wage or national living wage, or below other statutory pay thresholds such as statutory maternity pay, the employee shall discuss options with the employer, which may include making payments by deduction from net salary. If the employee chooses to terminate this agreement and end the lease early, the employee may be liable for early termination fees – see clauses 97-102.

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 Premium, 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 lease company 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 Manager 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 policy excess charges 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 having 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 they will normally have the option at the end of the contract period to either:
 - a. Enter into a new agreement. Or
 - b. Use their 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' when used for business, placing a 'duty of care' on employers where employees are using motor vehicles for business use.

Employee's Responsibility

46. Employees must remain responsible for their own and others safety on the road. Employees must drive safely complying with Road Traffic Acts and the Highway Code. Under the Health and Safety at Work Act, employees 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 valid driving licence and are included on the insurance policy. Business use is restricted to when the employee is using the car on the official business of the employer.
48. The employee 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 Manager of any changes including any driving offences or penalties awarded against the nominated driver. The hirer will also notify the Scheme Manager 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 organisation's business activity without express written approval from the employer and Scheme Manager.
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 only be used for driving tuition with the expressed written approval from the scheme manager.
51. Use in the European Economic Area (EEA) is permitted subject to prior written approval from the Scheme Manager. Maintenance costs and Breakdown 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 European Breakdown Cover or equivalent. Employees will be advised on the maintenance requirement when written permission is given.
52. Motorists will need to carry a physical Green Card while driving in the EEA and some other countries. A second green card will be necessary when towing trailers which are over 750kgs or braked (e.g. articulated trailer, caravan, horse box). The green card will be issued by Scheme Manager; a minimum of 10 working days' notice must be given. The Scheme Manager will also provide advice on obtaining proof of ownership (title), driving licence requirements and safety equipment.
53. If during the period of hire the vehicle becomes un-roadworthy for any reason the employee's obligations to make the hire payments to the employer under this Agreement and any tax implications will remain the same.

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 on behalf of the employer.

54. When parking the vehicle should be left in a manner as to minimise the risk of damage or theft and the vehicle should be secured. Employees should, whenever possible, avoid leaving the vehicle parked on a public highway overnight. The hirer must inform the Scheme Manager of any change of address at which the vehicle will be kept or garaged.
55. Relief Vehicles: The employee does not have an automatic entitlement to a replacement vehicle if the lease car is unavailable due to normal repairs or servicing. A relief vehicle is available as an optional extra at the start of the contract and the employee will meet the full cost, a relief vehicle cannot be added to the contract after its commencement. Where a hire car is provided by the employer, for

business use, the type of vehicle will be dependent on the work requirement and may not be of the same specification as the lease car. Employees will make a contribution for the hire car if it is used privately.

56. 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 Manager. 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.
57. Should the lease 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

58. 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 with the written approval of the leasing company. Except as permitted above, no accessories may be fitted to the vehicle.
59. Income tax is chargeable on all accessories fitted to the vehicle. Therefore, it is the responsibility of the employee to notify the Scheme Manager of the item and the full list price excluding VAT of the item and the price paid.

Smoking

60. 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

61. The scheme incorporates repairs arising from normal usage and 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.
62. Breakdown and Recovery services are included in the scheme. Membership of the recovery service is based on a fleet arrangement and does not provide corporate membership facilities. Certain exclusions from breakdown cover may apply – the employee is encouraged to contact the Scheme Manager for details.
63. 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.
64. An approved dealer, who is acceptable to the lease company, 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.
65. A driver's handbook will be available on the Scheme Manager website. The employee must familiarise themselves 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.
66. A vehicle handbook and servicing book will be supplied when the vehicle is delivered, as either a physical copy within the vehicle or an electronic copy
67. The employee must not commit the employer, or the leasing company to any expenditure for repair, unless in an extreme emergency occurring outside working hours, without the express consent of the leasing company or employer (as applicable).
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 Scheme Manager 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 Manager.
 - c. Taking all reasonable precautions against frost damage and ensuring the anti-freeze content within the engine coolant system is of adequate strength.
 - d. Observing 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 Manager.
 - 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 lease company to receive the certificate and obtain a valid road fund licence. The employee 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 Manager.
 - i. Conforming to all instructions and recommendations in the manufacturer's handbook and all other instructions and advice given by the leasing company, Scheme Manager 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 Manager 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 deliver up the vehicle to the leasing company 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 leasing company the cost of any repairs that the leasing company considers are needed to return the vehicle to 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 collections fees levied by the lease company if the vehicle cannot be collected due to the vehicle not being roadworthy or the employee or representative not being available to hand over the vehicle. . 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 leasing company and subject to an administration charge by the Scheme Manager.

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 employer of any such fees, penalties or excess charges incurred during the course of the employee carrying out their duties.

INSURANCE REQUIREMENTS

- 77. The employer will arrange comprehensive insurance cover for the vehicle. The vehicle shall be at the risk of the employee, who will keep in force (i.e. not invalidate), with the insurer, the 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 additional 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 Manager of any changes. A copy of the insurance policy and schedule will be retained by the Scheme Manager and made available to the employee on request.

79. Employees will not allow other drivers to use their vehicle without express consent from the Scheme Manager, charges for additional drivers may apply.
80. The employer will arrange and automatically renew the insurance cover annually. Employees will ensure that they keep in force and do not by any act or omission invalidate the insurance cover.
81. The policy excesses may vary from time to time and will be advised in the event of any claim. Our standard excess rate and additional excess factors are set out in the Car Salary Sacrifice Scheme Policy which has been made available by the Employer to the Employee. For example, additional excesses may 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. Additional excesses may also apply if Dashcam footage is not supplied in the event of an accident subject to your employers terms.
82. 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 card or salary deduction.
83. The standard policy may provide limited cover for any loss or damage to personal effects in or on the insured vehicle if they are lost or damaged. Please note, you are advised 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.
84. All personal effects are left in the vehicle at the employees' risk, the employer will not accept any liability for their loss or damage. Employees are advised to ensure that insurance cover is adequate for their needs; additional cover should be taken out if necessary. Personal effects are normally covered under domestic household contents policies.
85. 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

86. In the event of any accident that may result in a personal injury claim the employee must report the incident immediately to the Scheme Manager as per clause 95 and the employer. Any correspondence received from a third party must be posted to the Scheme Manager and copied to the employer, 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.
87. Employees are responsible for informing the Scheme Manager and employer of all accidents and uploading dashcam footage where applicable via the online portal the next working day. Any claims not reported to the Scheme Manager within 90 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.
88. Repairs must be commenced within 90 days of the date the incident is reported, failure to commence repairs within this timescale may result in the claim being closed and all costs being borne by the employee.
89. 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.
90. Dashcams when fitted should be left on at all times and in the event of an accident, the employee should immediately remove the memory card from the dashcam to preserve the footage. The footage must be sent to the Scheme Manager as soon as possible.
91. Where damage is light, the employee may choose to pay for the cost of repairs rather than submit a claim, subject to notification to the Scheme Manager.
92. In the event of a total loss of the vehicle the employee will continue to pay their agreed monthly lease payment until such time as settlement has been made. Any early termination cost as a result of a total loss may be payable by the employee.

93. Type of Cover

- a. Fully Comprehensive Fleet Insurance Includes cover for own damage, fire, theft and windscreen and third-party damage.
- b. Any person can drive the vehicle with the written permission of the Scheme Manager.

94. Accidental Damage Excesses

The insurance is subject to a policy excess: under the Terms and Conditions of this agreement 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 Manager the current excess in the event of an accident or if young or inexperienced drivers are using the car. Please note that this is in the best interest of the employer and employee to keep additional named drivers to a minimum.

If the employer offers a Dashcam as part of the lease car scheme and if the employee opts out of having a dashcam 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 a dashcam is fitted but not used the higher excess will apply. The additional excess will be confirmed as part of the application and will be readvised to the employee in the event of an accident.

95. Claims Reporting

All claims must be reported on the Scheme Manager's website www.knowlesfleet.com or by calling 01206 257220

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

96. Accident Courtesy Car

A courtesy car may 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 employee to make necessary arrangements for a replacement vehicle. At the end of the 48 hours the hire car will be collected from the employee or they can continue with the vehicle but will be responsible for the hire charges.

Early Termination of the Contract

97. If any of the following events occur the employee's right to a car within the scheme will discontinue
- The cessation of the employer's entitlement to possession of the vehicle under its agreement with the leasing company
 - The vehicle for whatever reason becomes, in the opinion of the leasing company, uneconomic to repair and/or maintain.
 - The total loss, whether by theft or otherwise of the vehicle.
 - The termination of the employee's contract of service with the employer whether by virtue of death, voluntary resignation, dismissal, redundancy, retirement or otherwise.
 - The employee commits any breach of the terms of the hire agreement, express or implied.
 - 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.
 - Prolonged absence by the employee from their official duties.
 - Failure to pay money due to the employer from the employee under this agreement within thirty days of the same becoming due.
 - The employee becoming disqualified from holding or for any reason ceasing to hold a valid licence entitling him/her to drive a car.
 - In the absence of any of the aforementioned events, the expiration of the period of hire specified above, or any extensions of the same.
 - When terminates their participation in the scheme.
 - The gross earnings of the employee fall below the national minimum wage (in the case of Salary Sacrifice)
 - Any other very exceptional circumstances not provided for in sub-paragraph a to m above.
98. If it is the employee's choice to terminate the lease of 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
99. Save in the event of the employee's death in service or on early termination through incapability due to ill health, due to either a long term or terminal condition which prevents the person working in the future (this will be for the employee to prove), in the event of early termination, the employee will be liable to pay:
- Any early termination charge plus administration charge charged by the Scheme Manager or leasing company
 - Any outstanding insurance premium.
 - Any costs arising from the condition of the car or excess mileage on handover.

For the avoidance of doubt, the employee will usually be liable to pay such sums if incapability is linked to lateness, absenteeism, or persistent absence through illness or injury where the employee is capable of future employment.

100. Employees are advised to seek advice before terminating this agreement.

101. Not used

Change to employment conditions

102. If the employee leaves their employment and moves to another 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 payment of an administration charge payable by the employee. If the employee changes jobs or voluntarily takes on a new role with their current employer, they may choose to keep the car. If the employee chooses or has to return the vehicle when changing employers, they will be liable for the early termination of the contract as noted above. . If the decision to terminate the contract is taken by the employer, there will usually be no early termination penalty to the employee subject to the discretion of the employer.

Note: It is very important that at least two months' 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.

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 Manager.

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 or support@knowlesfleet.com