

## Low Carbon Car Scheme Terms and Conditions

This document sets out the conditions of the Low Carbon Car Scheme. By participating in the Scheme, you are agreeing to adhere to these conditions. This document should be read in conjunction with the [Low Carbon Car Scheme](#) and the [FAQs](#).

Please note that participation in the Car Scheme is entirely at your discretion. You should make sure you are satisfied with the terms and conditions in respect of the products and services on offer.

### Definitions

"us", "we"	Perth & Kinross Council
"you"	Employee
"Agreement"	Your Agreement with us comprising the Salary Sacrifice Agreement and the Scheme Policy
"Other Services and Benefits"	All other ancillary services and benefits you will receive in connection with the Vehicle as detailed in your quotation.
"Vehicle"	The Vehicle you order and all parts and accessories including keys, master keys, remote devices, alarm and immobiliser codes and documents containing the information that you need to use and obtain the benefit of the Vehicle, (including the service book, manufacturer's handbook and the vehicle warranty).

### Part One: Our Agreement with you for use of the Vehicle

The Scheme operates as a salary sacrifice arrangement. This means that you voluntarily give up a portion of your gross salary for the period of the Scheme. In return, you will be provided with the use of a Vehicle and the Other Services and Benefits provided in connection with the Vehicle.

This arrangement will last for a period of up to 4 years, subject to any change in the duration of your participation in the Scheme as described below.

Tusker have been appointed to operate and manage the Car Scheme.

In certain circumstances, you may also have to pay charges which are separate to the amount that you sacrifice from your gross salary during the term of the Agreement. These charges are outlined in the relevant sections below. All charges exclude VAT which you must pay. Where it is necessary for you to pay a charge, we will inform you of the charge in writing and will make a deduction from your net pay at the next available payroll.

## 1.1 Pre-Delivery and taking Delivery of the Vehicle

If, prior to arranging delivery of the Vehicle, you decide that you no longer want to participate in the Scheme, you can cancel your order by telephoning the Tusker Driverline. You may be required to pay a cancellation charge.

If, after arranging delivery of the Vehicle but before taking delivery, you decide that you no longer want to participate in the Scheme, you will incur a cancellation charge. This will be notified to you at the time of cancellation.

You must be present when the Vehicle is delivered. You will be asked to inspect the Vehicle to ensure there is no damage and that any additional options you have ordered are present.

You will then be asked to sign an inspection report. If any of the additional options you have ordered are not present or you notice any damage, please call the Tusker Driverline prior to signing the inspection report.

## 1.2 Use of the Vehicle

Once you have taken delivery of the Vehicle, you are able to enjoy use of it for both personal and business purposes. However, there are several restrictions on how you may use the Vehicle.

You must obtain the permission of Tusker in writing if you wish to:

- use the Vehicle for towing;
- convert, modify or alter the Vehicle; or
- affix any sign, letter or advertisement to the Vehicle, eg a personalised registration number.

Permission can be obtained by contacting the Tusker Driverline.

You must not:

- use the Vehicle as security for the payment of a debt;
- involve the Vehicle in any other legal process;
- mortgage the Vehicle;
- loan, hire, rent out, or otherwise part possession with the Vehicle;
- use the Vehicle on building sites;
- use the Vehicle for any trial, racing, rallying, pacemaking, speed testing or any form of competition;
- use the Vehicle for off-road driving;
- use the Vehicle to give driving tuition to anyone that is not on the insurance policy;
- allow the Vehicle to be driven by anyone who does not hold a provisional\* or full UK, EU or EEA driving licence;
- allow the Vehicle to be driven by anyone who has not been approved by the insurers;
- overload the Vehicle as per limitations guidance in the manufacturer's handbook;
- disconnect or tamper with the odometer drive cable; or
- transfer the benefit of your Agreement with us or transfer any of the obligations that you owe to us under the Agreement.

\*If you have contacted Tusker and they have added a provisional driver to the insurance policy, when the provisional driver passes their test, you will need to notify Tusker immediately. The driver will not be insured to drive the car on their own until the motor insurance has been updated.

### **1.3 Other Services and Benefits**

The process for you to obtain Other Services and Benefits is set out in the Driver Guide. Any reference to fair wear and tear to a Vehicle is as described in the British Vehicle Rental and Leasing Association guide entitled “Fair Wear and Tear for Company Cars” as varied from time to time. A copy of the guide is available on the Car Scheme website.

#### **1.3.1 Servicing, Maintenance and Repairs**

The Scheme covers routine servicing, maintenance and repairs of the Vehicle, including for fair wear and tear, replacement of exhausts, batteries and tyres (excluding winter tyres) but does not include all costs of repair to the Vehicle as a result of:

- damage to the Vehicle, misuse of the Vehicle or abuse to the Vehicle, including repairs to bodywork, tyres punctured and/or damaged by your negligence, misuse or abuse (and this is not an exhaustive list of damage);
- charges for replacement glass (except where this is covered by the insurance policy); and
- fuel and ‘top-up’ oils and lubricants between servicing.

You are responsible for paying the charges for these repairs and items.

#### You must:

- maintain the bodywork of the Vehicle and the exterior and interior must be in good condition (fair wear and tear excepted) having regard to the age and mileage of the Vehicle;
- maintain the Vehicle and carry out maintenance in accordance with the manufacturer’s handbook;
- maintain the Vehicle in a roadworthy condition;
- obtain servicing, maintenance and repair services by following the rules set out below; and
- book the Vehicle in for servicing, maintenance and repairs through the Tusker website or by telephoning the Tusker Driverline because this will ensure that the services will be provided by our approved garages.

#### You must not:

- have the Vehicle serviced, maintained or repaired at any garage not approved by Tusker. If you do not arrange services, maintenance and repairs through Tusker, you will have to pay all the reasonable costs of repair. If these unauthorised services, maintenance and/or repairs devalue the Vehicle, you must pay PKC the loss in value. The loss in value will be determined by an independent vehicle assessor. If the assessor determines that there is a loss in value then, in addition to you paying the loss in value, you must also pay Tusker’s costs in appointing the vehicle assessor.

Servicing, maintenance and repair services are only available in the UK (unless you have obtained permission to take the Vehicle abroad and Tusker have approved maintenance and repairs to be carried out under section 1.5 of this document).

Please note that Tusker cannot currently support the use of manufacturer connected services. If you elect to have the service activated, please ensure that you continue to contact Tusker directly for all service, maintenance, tyre and repair enquiries. Tusker utilises its own network of preferred suppliers so please do not use any dealers or garages that the connected service may suggest.

### **1.3.2 Statutory Requirements and Vehicle Excise Duty (vehicle tax)**

Vehicle tax is included as part of Other Services and Benefits and Tusker will renew it each year prior to the expiry date.

If the cost of the vehicle tax, VAT or Insurance Premium Tax changes whilst you have the Vehicle, it may be necessary to amend your Salary Sacrifice Agreement to reflect this change. If this becomes necessary, either Tusker or your employer will write to you.

It is your responsibility to ensure the use of the Vehicle complies with all laws relating to the Vehicle and you must have and maintain all applicable licences, duties and registrations relating to the Vehicle.

If the law changes so that a modification is required to be made to the Vehicle (an example of this would be that a fire extinguisher must be carried in the Vehicle at all times), you must bear the cost of complying with this.

You are responsible for any statutory notices and fines.

#### You must:

- pay for all parking fines, fees or penalties, speeding fines, bus lane fines and any other fines issued to you during the term of the Agreement relating to the Vehicle or your use of the Vehicle including those which result from motoring offences, violation or traffic or parking regulations; and
- pay the London congestion charge if you enter the appropriate zone.

If you do not pay these amounts then Tusker will pay them on your behalf and we will recharge this cost to you, together with an administration fee. If, as registered keeper of the Vehicle, Tusker receives notification of any speeding fine or non-payment of a fixed penalty notice, Tusker will charge an Administration fee of £10 plus VAT for dealing with such notification.

If you use the Vehicle contrary to applicable law, you must reimburse us for any loss that we and/or Tusker suffer.

### 1.3.3 MOT/Testing

You must:

- submit the Vehicle for testing as required by law, eg an MOT, before the date any test certificate or replacement test certificate is required.

The cost of MOT testing is included as part of the Other Services and Benefits.

### 1.3.4 Roadside Assistance

European roadside assistance and breakdown cover is included for the Vehicle as part of the Other Services and Benefits provided to you.

You must:

- only use the roadside assistance provided under this Scheme and we will not pay to you any costs that you incur if you use any other roadside assistance service provider; and
- book all roadside assistance by telephoning the Tusker Driverline. If you do not arrange roadside assistance through Tusker, you will have to pay all the reasonable costs for the roadside assistance.

### 1.3.5 Insurance

The Vehicle is fully comprehensively insured against all loss or damage resulting from fire, theft and other risks (including shattering of windows) and for all other third-party liabilities including personal injury and damage to property. Fully comprehensive insurance is included as part of the Other Services and Benefits provided to you by us and your policy document will be available on your Driver Homepage shortly after the Vehicle has been delivered.

You must:

- notify Tusker of any damage to the Vehicle as soon as possible and, in any event, you must notify Tusker within two days of the damage being incurred;
- on request, (unless this would invalidate the insurance) deliver the Vehicle to a location requested by Tusker to enable repairs to be carried out (whether or not you are making a claim under the insurance policy);
- pay the full amount of any insurance policy excess for every claim you make under the policy;
- pay any money received by you because of loss or damage to the Vehicle (including any insurance monies paid to you by any party or by the person that damaged the Vehicle) to us;
- ensure that you have provided accurate information to the insurer at all times. This will include providing accurate insurance history for you and/or for other named drivers on the policy. Failure to do this may invalidate the insurance policy;
- notify the insurer in writing of any changes that have an impact on the insurance policy (including change of your home address). Failure to do this may invalidate the insurance policy;
- notify the insurer of any driving convictions. Failure to do this may invalidate the insurance policy; and
- comply with the terms of your insurance policy at all times. Failure to do this may invalidate the insurance policy.

You must not:

- do anything that will void the insurance policy;
- do anything to prevent an insurance payout being paid out; or
- do anything to invalidate the manufacturer's warranty.

If any damage caused or sustained to the Vehicle (other than fair wear and tear) is not covered by the insurance due to your use, abuse, negligence or misuse of the Vehicle or for any other reason, you must pay the reasonable costs of repair. If the Vehicle is then devalued, you must pay the loss in value to us. The loss in value will be determined by an independent vehicle assessor.

#### **1.4 Odometer (Mileage Meter) Maintenance**

You must:

- notify Tusker as soon as possible if the odometer fails to function;
- take a mileage reading and send this in writing along with the date of the failure to Tusker; and
- obtain a replacement odometer (this can be arranged via the Tusker Driverline at Tusker's expense).

When Tusker calculates whether you have exceeded the Scheme Mileage (as defined in section 1.7 below), Tusker will pro-rate the Scheme Mileage or pro-rate your previous registered mileage (for each day that the Vehicle does not have a working odometer) for the purpose of determining whether you have exceeded the Scheme Mileage.

#### **1.5 Travel Abroad**

You may only take the Vehicle outside of the UK to the European Economic Area (and not to countries outside of the European Economic Area) for a maximum of 28 consecutive days in one year and with Tusker's permission in writing which will be in the form of a letter sent to you. You can request this by telephoning the Tusker Driverline.

Tusker will arrange a VE103B (this is a legal requirement), which is valid for 12 months, at a charge to you of £10 plus VAT. You will be required to pay this charge direct to Tusker.

You must, at Tusker's request, inform Tusker of the location of the Vehicle whilst abroad and ensure that the policy of insurance covers the Vehicle whilst it is abroad.

The roadside assistance included in the Other Services and Benefits that we provide to you is also valid in Europe. All roadside assistance services you require whilst you are abroad must be booked through Tusker. If you do not arrange roadside assistance through Tusker, you will have to pay all the reasonable costs for the roadside assistance.

You must also contact the insurer direct to inform them of the dates you are travelling to ensure the policy is valid whilst you are in Europe.

All maintenance and repairs carried out whilst you are abroad must be booked through Tusker. All services, maintenance and repairs must be carried out by a dealership franchised by the manufacturer of the Vehicle which is approved by Tusker (unless it is impractical for you to reach one of Tusker's approved garages). You will pay for all work

whilst you are abroad and Tusker will reimburse you on your return up to a maximum of what that work would have cost if it had been carried out by one of Tusker's approved garages in the UK.

If you do not arrange services, maintenance and repairs through Tusker, there may be no reimbursement.

## **1.6 Smoking and Driving**

If you wish to smoke, you should do so outside the Vehicle when safely and correctly parked in an appropriately designated area and dispose of cigarette ends and packaging responsibly.

Smoking in Vehicles can cause damage to the fabric of the vehicle interior and burns to seats and carpeting, additionally smoke residue may accumulate on the inside of the windscreen. Such damage adversely affects the return of the Vehicle.

If any damage is caused to the Vehicle through smoking, you may be required to meet the full cost to make good any such damage.

From 1<sup>st</sup> July 2007, when a Vehicle that is classed as a company car is used as a workplace by more than one person, regardless of whether they are in the Vehicle at the same time, it will be required to be smoke-free at all times.

This is meant to protect people who use the Vehicle from second-hand smoke, regardless of when they use the Vehicle.

### **Penalties**

Where penalties are applied for non-compliance, you are responsible for any fines or penalties that may occur. Existing penalties are:

Smoking in smoke-free premises or Vehicle: a fixed penalty notice of £50 or a fine up to £200.

Failure to display no smoking signs in smoke-free premises and vehicles as required by smoke-free legislation: a fixed penalty notice of £200 or a fine up to £1,000.

Failing to prevent smoking in smoke-free premises or Vehicle: a fine up to £2,500.

## **1.7 Changing the Terms of the Agreement**

When you select the Vehicle, you will be able to choose the mileage ("Scheme Mileage") based on your own personal circumstances. This is the number of miles you anticipate driving during the Agreement. Your chosen Scheme Mileage directly influences the amount of salary you will be required to sacrifice.

If your circumstances change and the mileage is, or is likely to be, significantly higher than the mileage you expected to be driving (such expected mileage is referred to by Tusker as the "Scheme Mileage"), it may be possible to amend your Salary Sacrifice Agreement in

order for you to avoid incurring significant excess mileage charges at the end of the Agreement.

However, it is likely that any increase in the Scheme Mileage will also result in an increase in the amount of salary you will be required to sacrifice.

Any change must be made at least four months before the end of your existing Agreement and the minimum change to the Scheme Mileage must be at least 5,000 miles before you can make any changes.

If you accept the changes, your existing Agreement will be amended reflecting the requested changes, and you must comply with the amended Agreement.

## **Part Two: End of our Agreement with you**

### **2.1 Returning the Vehicle**

At the end of the Agreement, you must arrange for the Vehicle, along with the keys and all relevant documents, to be made available for collection by Tusker. You will need to make collection arrangements with Tusker, giving at least 5 working days' notice. If you fail to return the Vehicle as described, your salary sacrifice arrangement will continue until the Vehicle is returned, with reductions being made to your gross salary on a monthly basis.

If you have affixed any sign, letter or advertisement onto the Vehicle, eg a personalised registration number, these must be removed before the Vehicle is collected by Tusker. Please note that the DVLA quote up to 6 weeks to complete a transfer. The salary sacrifice arrangement will remain in place until this process has been completed and the car has been collected. Failure to remove your personalised registration number with Tusker and the DVLA prior to collection may result in you losing entitlement to the personalised registration.

You must be present when the Vehicle is collected by Tusker. Tusker will inspect the Vehicle and you will then be asked to sign an inspection report. Your signature in this report will confirm the condition in which the Vehicle is being returned. This is important as you may have to pay some charges if the Vehicle is not in a reasonable state of repair.

#### Following the return of the Vehicle, you will not have to pay:

- charges for fair wear and tear; or
- charges for anything that is consistent with the Vehicle's age and mileage.

#### Following the return of the Vehicle, you may have to pay:

- Excess Mileage Charges (see below);
- for any damage or defects not resulting from fair wear and tear;
- the costs of rectifying any sub-standard repairs that were not arranged in accordance with the processes set out in the Driver Guide or on the website;
- for the replacement of any missing accessories (including keys or service books); or
- for the removal of any accessories/equipment fitted by you or for the repair of any damage caused by the removal of any accessories/equipment fitted by you.



You will reimburse us any reasonable costs or expenses that we must pay Tusker as a result of Tusker having to recover and repossess the Vehicle if you do not return the Vehicle in accordance with your Agreement with us.

Please note that it is your responsibility when returning the Vehicle to remove all personal data (e.g. home address, personal telephone numbers etc.) that has been saved to the satellite navigation or telephone system. Tusker does not accept responsibility for any personal data that may remain in the car whilst in your possession or after it has been returned.

**Important:** If there is any circumstance which prevents Tusker from collecting the car at the end of the agreement term (e.g. if you wish to purchase the car, or to renew, but fail to return the necessary paperwork to Tusker on time, or you fail to arrange with Tusker a date for them to collect the car from you) and you continue to have possession of the car, then the term of your agreement will be extended on a monthly basis. In these circumstances, your salary sacrifice arrangement with us will also be extended on a monthly basis, and we will continue to reduce your gross salary by the agreed gross sacrifice amount, until such time as the car has been returned or the purchase/renewal completed.

## 2.2 Excess Mileage Charges

On collection of the Vehicle, Tusker will take a reading of the mileage (“Actual Mileage”) and will compare the reading to the Scheme Mileage. Where the Actual Mileage exceeds the Scheme Mileage, you must pay a charge for the excess mileage used. This charge will be calculated by multiplying the number of miles in excess of the Scheme Mileage by the rate per mile set out in your Quotation Summary plus VAT.

## 2.3 Returning the Vehicle early

You may end your Agreement with us on written notice to us and return the Vehicle before the end of the Agreement between us, however, you must notify us in writing of the date that you would like the Agreement between us to end. We will refer to this as the “Early Termination Date”.

This is only on condition that:

- your salary sacrifice arrangement continues until the Early Termination Date and you pay the “Early Termination Charge” (described below).

## 2.4 Early Termination Charge

If you decide you want to end this Agreement before the end of the agreed term, you will be required to pay an Early Termination Charge and this could be a considerable amount. An Early Termination Charge will also be due if your Agreement is terminated as a result of your breach of its terms.

The amount of the Early Termination Charge will be calculated based on the number of months remaining on the agreement:

- 1 month remaining will be equal to 1 month’s gross reduction
- 2-11 months remaining will be equal to 2 months’ gross reductions

- 12-17 months remaining will be equal to 3 months' gross reductions
- 18-23 months remaining will be equal to 4 months' gross reductions
- 24-29 months remaining will be equal to 5 months' gross reductions
- 30+ months remaining will be equal to 6 months' gross reductions

If you are considering terminating your Agreement, you should contact Tusker to obtain confirmation of the Early Termination Charge that will be charged before making your final decision. Tusker will inform us of any early termination requests.

Please note if you are returning the Vehicle early, it is advisable to return it on or before the same day of the month which you took delivery, ie the monthly anniversary. This will enable us to coordinate the termination of the Salary Sacrifice Agreement with the return of the Vehicle and prevent the agreement still being in place after the Vehicle has been returned.

## 2.5 Early Termination Charge Exemptions

Under certain circumstances, you will not be required to pay the Early Termination Charge (excluding any Excess Mileage Charge which shall still be payable).

These circumstances are detailed below but are subject to the "Exclusions" listed below:

- you voluntarily resign and leave the Council (but see the first Exclusion listed below);
- you leave your employer due to redundancy (but see the first Exclusion listed below);
- your driving licence is withdrawn for medical reasons;
- your death;
- you suffer disablement or mental illness;
- you lose your sight; or
- you suffer physical separation of one or more limbs at or above the wrist or ankle.

### Exclusions

The exclusions to the above are:

- if you resign or you are made redundant in the three-month period commencing on the date the Vehicle was delivered to you;
- if any of the circumstances listed above was known or could reasonably be expected to be known by you on the date the Vehicle was delivered to you; or
- where any pre-existing medical condition (such condition being the cause of you notifying us that you wish to end your participation in the Scheme), was known or could reasonably be expected to be known by you when you submit the order.

## 2.6 Early Termination Charge where the Vehicle is written off

If the Vehicle is the subject of an insurance write-off:

- the salary sacrifice arrangement will remain in place until such time as the insurance proceeds are paid. Where the write-off was not your fault, the insurer will provide a replacement vehicle whilst the salary sacrifice arrangement is continuing (as long as this is provided for by the policy of insurance for the Vehicle); and

- you will be covered for any Early Termination Charge (excluding any Excess Mileage Charge which shall still be payable) by Total Loss Protection, no matter when in the Agreement the Vehicle is declared a total loss.

## 2.7 Maternity, Paternity, Adoption and Long-Term Absence from Work

Participation in the Car Scheme will not take your gross pay below the statutory minimum levels applicable during periods of maternity, paternity or adoption paid leave and you may continue to have use of the Vehicle. In these circumstances, you will need to provide us with a copy of your MAT B1 or adoption approval letter. You will need to check with us to see if there is a protection in place to cover your reductions whilst you are on leave.

Where you are absent from work and your pay either falls below the statutory minimum levels or you are in receipt of no pay in any month, the salary sacrifice arrangement will be suspended for that month. When you return to work, the salary sacrifice arrangement will resume and continue for the remaining number of months. This may result in the salary sacrifice continuing after the car has been returned. In these circumstances, you will need to provide us with a copy of your 'fit note'.

## 2.8 Data Protection

Your personal data will be used by Tusker, your employer and third party service providers for the purpose of the Car Scheme, and will be processed in line with Tusker's privacy policy, a copy of which can be viewed at [https://www.tuskercars.com/user\\_privacy\\_policy](https://www.tuskercars.com/user_privacy_policy).

## Part 3 – Schedule of Administration Charges

You will be required to pay the administration charges listed below for the services that are not covered by the Scheme:

### Description Charge

Processing Parking Fines, Congestion Charges etc. £10  
Lost or unreturned keys at termination date £100  
Lost or unreturned Service Book at termination date £250  
VE103B (valid for 12 months) £10

Administration charges are payable to us with the exception of the VE103B cost which is payable directly to Tusker. All charges quoted above are subject to VAT.

## Part 4 - Website

You agree that you will not allow the login name and password given to you to enable you to access the website to be used by anyone other than you.

The information provided on the website including the tax calculator, cost comparisons, Benefit in Kind information, product evaluator and product descriptions do not in any way constitute financial advice by us. You should always seek independent financial advice.