This Credit Agreement is regulated by the Consumer Credit Act 1974

CONTRACT HIRE AGREEMENT
Between

Essex Partnership University NHS Foundation Trust
Thurrock Hospital
Long Lane
Grays
RM16 2PX

And

Agreement no.

Welcome to the Essex Partnership University NHS Foundation Trust lease car scheme.

The following guide is to help you understand the benefits of the scheme and where your responsibilities lie in relation to the scheme. If there are any points upon which you need greater detail, please talk to us about it.

DEFINITIONS

"We", "Us" and "Trust" means the Essex Partnership University NHS Foundation Trust.

"You" means.... of ...

"the Rent, or Rental costs" means the charge we make to you.

"the Vehicle Supplier Lease" means any agreement between Essex Partnership University NHS Foundation Trust and a vehicle supplier to supply vehicles.

"the Lease cost" is the cost to Essex Partnership University NHS Foundation Trust of hiring the vehicle.

"Motoring Organisation Membership" means the Automobile Association or the Royal Automobile Club or similar organisation.

"the Schedule" means the Schedule attached to this document.
TERMS

1. **What We will do for you**

1.1 Provide your agreed car, the details of which are set out in the Schedule ("the Car") for the Rental Period, at the rent as in the Schedule.

1.2 Provide a drivers pack containing service cards, a breakdown call number, a driver’s handbook, a service schedule, and a copy of the British Vehicle Rental and Leasing Association "Fair Wear and Tear Guide".

1.3 Ensure the car is taxed, insured, and carries full break-down cover.

1.4 Arrange to have the car delivered to your address provided it is within mainland United Kingdom at no additional charge. If you have an existing lease vehicle, you are expected to return your existing vehicle for inspection and exchange at the lease car department.

1.5 Make available servicing facilities for the Rental Period with the car dealer’s franchise holder, but ONLY within the mainland United Kingdom.

1.6 Under the vehicle supplier lease we have arranged services to rectify mechanical defects where those defects are covered either by the lease or by our insurance and subject to the condition that they are not caused by your negligence or misuse.

1.7 Replacement of, tyres, batteries, and exhausts, as required except those attributable to driver mis-use or negligence are covered by the maintenance contract.

1.8 Provide full break-down cover through membership of a Motoring Organisation but ONLY within mainland United Kingdom.

1.9 Provide for Ministry of Transport Tests (where applicable) at our expense.

1.10 Pay any increase in the Road Fund Licence duty or value added tax as and when payment becomes due, and recover the amount from you.

*Such charges would be recovered unless the Trust’s contribution at your banding is in excess of the lease cost and would remain so after said increases take effect.*

2. **What you will do for us:**

2.1 Ensure the car receives regular servicing as provided for by clause 1.3 above, and that any repairs to maintain the Car in a roadworthy condition are carried out as soon as the defect comes to your notice.

2.2 Fill the Car with the recommended fuel in accordance with the schedule.

2.3 Notify us of any changes in the use of the car, or its drivers, to enable us to keep current information for insurance purposes.

2.4 Ensure the car is driven by a person holding the necessary current licences and any required permits in respect of the car and themselves.
2.5 Ensure that any parking fines, tickets or other penalties incurred in relation to the car are paid and fully indemnify us against the amount of any administration charges incurred in processing unpaid parking fines or penalties, in addition to the original charge.

2.6 Not sell, charge, pledge, mortgage, assign, or sub-lease the car to any person or institution or other body.

2.7 Not carry out or permit the carrying out of, the painting, sign writing, lettering or any other amendment to the design of the car.

2.8 Not use the car for driving tuition or any form of sporting competition.

2.9 Not without our consent in writing take, or allow the car to be taken outside the United Kingdom.

2.10 Not without our consent in writing make any alterations to the car or affix any accessories.

2.11 Notify the insurance company immediately of every accident in which the car is involved.

3. Miscellaneous

3.1 Further Stipulations

3.1.1 If you do not pay all sums due to us promptly, we may add additional rent equivalent to interest on the outstanding amount at the rate of 5% above the bank of England base rate calculated on a daily basis and compounded monthly until such sum is paid.

3.1.2 This agreement shall end without notice at the end of the rental period, and we will arrange collection of the Car at no additional charge, provided it is within mainland United Kingdom.

3.1.3 Subject to your rights under the Consumer Credit Act, we will repossess the Car if:

   (i) you default on any money due to us for more than 31 days.

   (ii) you breach any of the terms of this agreement.

   (iii) you are declared bankrupt.

3.2 Return of the Car

3.2.1 You will return the car in good and substantial condition as per the recommended conditions in the BVRLA guided provided in your lease car pack, at the end of the Rental Period or upon reasonable notice by us, or under the conditions applying to early termination in 3.3, at a location agreed upon by you and us.
3.2.2 You will not cause the car to suffer excessive deterioration by overloading, insufficient coolant or oil or driving the car when it is in an overheated condition and shall return the car in a condition reasonably satisfactory to us, free from exterior impact damage, damaged wheels and tyres, torn or defaced upholstery, carpets and linings howsoever caused.

3.2.3 If the car is returned by you in a condition not consistent with normal wear and tear for the age of the car, in accordance with an agreed joint examination report, you will be liable for the cost of making good such damage.

3.2.4 You will ensure the car is equipped with the same or similar accessories that were in the car at the commencement of the rental period.

3.2.5 If it is necessary for the leasing company to have the car valeted due to the condition in which you deliver it to us, we will charge you for the valeting.

3.3 Early Termination

3.3.1 The period of hire will terminate upon any of the following events and any costs incurred as a result of early termination will be paid by the employee:

3.3.2 The said vehicle for whatever reason becomes in the opinion of, and at the sole discretion of the lease company, uneconomic to repair and/or maintain.

3.3.3 The loss whether by theft or otherwise of the vehicle for three consecutive months.

3.3.4 The employee commits any breach of the terms of the hire agreement.

3.3.5 Failure to repay monies due to the Trust by the employee under the lease Agreement.

3.3.6 The employee becoming disqualified from holding or, for any reason ceasing to hold, a valid licence entitling him/her to drive a vehicle.

3.3.7 The period of hire will terminate upon the termination of the employee’s contract of service with the Trust for whatever of the contract will be as follows:

3.3.8 Upon voluntary resignation or dismissal, should the employee decide not to purchase the vehicle and the Trust is unable to transfer the agreement to a) another employee or b) the employee’s new employer, any early termination costs will be met by the employee.

3.3.9 Upon redundancy should the employee decide not to purchase the vehicle and the Trust is unable to transfer the Agreement to another employee or the employee’s new employer (if applicable), and early termination costs will be met by the Trust.
4. **Price and Payments**

4.1 The rental cost is as set out in the schedule.

4.2 The rental cost includes break-down cover, insurance costs, the road fund licence, VAT, and our administration costs in relation to the scheme.

4.3 Payment for the charges in 4.2, less the Trust contribution, will be deducted from your salary or other payment due to you, on a monthly basis.

4.4 We will make a fixed contribution to the running costs of the car.

4.5 These charges will remain fixed for the duration of the rental period subject to:

4.5.1 any excess mileage payments;

4.5.2 any excess charges for repairs not deemed fair wear and tear, parking fines, and other items not covered by the lease agreement;

4.5.3 Government changes to VAT or Road Tax which will affect the overall charge;

4.5.4 insurance excess if the level of risk changes, and insurance cover is negotiated annually and prices may vary.

In all the above circumstances the next deduction from your salary or other payment due to you, will be adjusted to take account of any variations from the date they became effective.

4.6 You are responsible for paying the income tax due. As the lease car is classed as a benefit in kind, it attracts an income tax liability. We will inform HMRC with the vehicle details.

5. **Maintenance**

5.1 Essex Partnership NHS Foundation Trust's lease includes the cost of regular servicing, and replacement of mechanical parts damaged through fair wear and tear.

5.2 You are responsible for making sure the car is regularly serviced by the recommended agent, detailed in your driver's pack.

5.3 You are responsible for using the recommended fuel, and for checking at weekly intervals, the tyre pressures and oil and coolant levels.

5.4 You need to ensure that any problem with the Car is noted in the service book, and that the service book is stamped after each service.

5.5 You are responsible for replacement bulbs, headlights, or for items damaged other than by fair wear and tear. Whether you are required to pay for other certain items is dependent on the make of the car, and will be evident from the Schedule.

5.6 Our insurance covers the cost of shattered or broken windscreens, and other windows. You are responsible for the replacement of any other glass, lens covers, or aerials which suffer damage however caused.
5.7 You are responsible for the replacement of tyres where they are damaged other than through fair wear and tear.

5.8 You will ensure the Car is cleaned regularly to preserve its upholstery and bodywork.

6. Breakdowns

6.1 In your driver's pack there are details of who to contact in the event of a breakdown.

6.2 You are covered for any breakdown, and the service provides for a full relay service for driver and their passengers to your home base or to your intended destination.

6.3 For additional benefits (if applicable) refer to the Schedule.

6.4 If your car is off the road for a period outside the cover given under the manufacturer's agreement, then we will ensure you are kept mobile by providing a courtesy car. This Car will not be a direct replacement.

7. Insurance Cover

7.1 You are not covered for road racing, pace-making, or other competitive use of the Car.

7.2 In the event of an insurance claim you are responsible for paying the first amount as follows:

<table>
<thead>
<tr>
<th>Driver Age</th>
<th>Compulsory Excess</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;21</td>
<td>£1,000</td>
</tr>
<tr>
<td>21-25 and held licence for two years or less</td>
<td>£750</td>
</tr>
<tr>
<td>21-25 and held licence for more than two years</td>
<td>£500</td>
</tr>
<tr>
<td>26 and over</td>
<td>£200</td>
</tr>
<tr>
<td>Licence held for less than 12 months</td>
<td>£500</td>
</tr>
</tbody>
</table>

In addition, the following excess will also apply should a driver make a 'fault' claim in a three year period.

<table>
<thead>
<tr>
<th>Number of Accidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of At Fault Claims in a 3 year period</td>
</tr>
<tr>
<td>2nd Claim</td>
</tr>
<tr>
<td>Each additional claim thereafter</td>
</tr>
</tbody>
</table>

7.3 With certain cars the excess may be increased or you may be refused cover by the underwriters if you require a young or inexperienced driver to be insured.

7.4 Should you wish additional drivers to be insured you must send us a proposal form and we will let you know the position. If you allow a person to drive the car illegally you will be liable for all and any costs if the car is damaged in an accident or otherwise.

7.5 You must advise us of any driving convictions or health related matters which might affect the level of risk to be covered.
7.6 The car and its fittings are fully covered against theft. Personal effects left in the car are only covered up to the value of £500. £200 excess will still be payable.

8. **Foreign Travel**

8.1 You will not remove the car from outside the United Kingdom without prior written consent from the leasing company.

8.2 This consent will be given provided that the car is only used within the European Community and provided such use is for a period of less than four weeks and provided that we are entitled at any time by written notice to terminate the consent with immediate effect.

8.3 Should you wish to take the car abroad the vehicle is insured for use in Europe. Breakdown can be extended by contact your lease company. The relief car facility and the recovery facilities included in this contract will be suspended to the duration of the time when the car is outside of the United Kingdom.

8.4 We may at our discretion, and provided we are able to recover the amount from the Vehicle Supplier Lease, reimburse you for costs incurred in repairing or servicing the car, where these costs would have been met by us had they been incurred whilst the car was in the United Kingdom.

8.5 You will require an authorisation from the leasing company (VE103), otherwise Customs may impound the vehicle.

9. **Excess Mileage above Contracted Mileage**

9.1 Your agreed contractual limit is set out in the Schedule.

9.2 When you return the car at the end of the rental period the initial excess mileage as defined in the schedule over the limit in 9.1 will not be penalised. Each mile above this will be chargeable at the excess mileage rate as defined in the schedule.

9.3 Should you return the car within the lease period and the mileage exceeds the amount allowed up to that time then you may have to pay an excess mileage charge.

9.4 If contract mileage is exceeded by 5,000 per annum this will be chargeable at double the normal excess rate.

9.5 After one year should your mileage during the rental period be less or more than you originally calculated let us know and we may be able to adjust the cost, or spread any excess over the remaining years.

10. **Fair Wear and Tear**

The British Vehicle Rental and Leasing Association (BVRLA) has developed a guide to what can be construed as fair wear and tear endorsed by the RAC. A copy of this guidance is available with this agreement and it will give you a clear indication of what you are responsible for when car is handed back at the end of the lease, or at any time or early termination of the lease.
10.1 Vehicles are expected to be returned with the exterior washed and interior cleaned. Any cleaning costs incurred by the Trust will be charged to yourself as per section 11.

10.2 Vehicles should not be returned with the fuel warning light illuminated. If a vehicle is returned with the fuel light illuminated, an aborted collection fee will be charged by the leasing company. Any costs incurred in respect of collection of your vehicle will be charged to yourself as per section 11.

11. **Deductions from wages**

You hereby authorise the Trust to make deductions from your wages, or other payments due to you, (whether by way of salary, bonus, overtime, allowance or other sum) which you are entitled to receive in your capacity as an employee of the Trust in respect of any of the following:

11.1 any sum referred to as due from you under this agreement;

11.2 rent, excess mileage, road fund tax, break down cover, parking fines and other penalties;

11.3 the cost of insurance cover and excess, valeting, repairs not due to fair wear and tear, and our administration costs incurred in respect of dealing with the above;

11.4 and any sum which represents the loss suffered by the Trust as a result of any act or omission on your part.
SCHEDULE

Customer's name

Address

The Car:

Your Annual Salary deduction: £

Your Monthly Salary deduction: £

Length of Contract: 36 Months

Annual mileage limit:

Excess Mileage Rate: p PER MILE

Lease company:

Supplying Dealer

Annual Lease Rental £

Termination Charges: Year 1 - Year 2 - Year 3 -
I have read terms and conditions above and agree to a deduction in my salary in exchange for a lease vehicle:

SIGNATURE × ___________________________ DATE × ___________________________

PRINT NAME × ___________________________

This is a Credit Agreement regulated by the Consumer Credit Act 1974.

Signature of Customer × ___________________________

Date of Signature × ___________________________

Signature on and behalf of Essex Partnership NHS University Foundation Trust

______________________________

Date of Signature

______________________________
NOTICE
IMPORTANT - YOU SHOULD READ THIS CAREFULLY

STATUTORY NOTICE RELATING TO A
REGULATED CONSUMER CREDIT AGREEMENT

YOUR RIGHT TO CANCEL

You have a right to cancel it if you wish. You can do this by sending or taking a WRITTEN notice of cancellation to Alan Dicketts, Essex Partnership University NHS Foundation Trust, Thurrock Hospital, Long Lane, Grays, RM16 2PX. You have FOURTEEN DAYS starting from the date of signing the attached credit agreement. Please note that the vehicle will not be ordered until the 14 day period has elapsed.

CANCELLATION FORM
(Complete and detach and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT)

To:

I/We hereby give notice that I/We wish to cancel agreement number: ......................

Signature  

Date  