



## Aston University Scheme Policy

This document summarises employees' responsibilities when taking a car under the Salary Sacrifice 4 Cars scheme.

By choosing to participate in the scheme you confirm that you have read and accept the terms and conditions that apply below, in addition to those in your Salary Sacrifice Agreement and contained within the documents referred to on the SS4C site within the preference flexible benefits website.

### EMPLOYEES WILL BE RESPONSIBLE FOR:

- selecting the exact specification of the Vehicle.
- Ensuring that they have provided accurate information when requesting a quotation. This will include providing accurate contingency history for themselves and/or for other named drivers on the policy.
- Payment of Benefit in Kind (BIK) tax which is based on the car's value (often referred to as P11d value), its CO2 emissions and fuel type. Where BIK tax rates are changed, employees will be responsible for paying the tax at any new rate which applies.
- Deciding at the end of the Variation Term to hand the car back or to request a price to purchase the vehicle at the market value based on the vehicle's age and mileage. Our customer services team will be able to provide you with a purchase price at that time.
- Arranging for the car to be serviced via Tusker in accordance with the manufacturer's guidelines and to pay any costs which are incurred if employees do not follow the correct servicing schedule or the Tusker servicing network. Failure to adhere to this could result in charges and for contingency services to remain valid the first and subsequent service of the Vehicle must not be exceeded by more than 1000 miles or 14 days.
- Arranging for all appropriate servicing, maintenance and tyre requirements to be organised via Tusker either by telephoning the Driverline 0871 995 5350 or via the website [www.ss4c.com](http://www.ss4c.com). Any additional charges incurred due to maintenance not being organised by Tusker may be re-charged.
- Ensuring that the contingency provider is advised of any changes to the contingency policy to take account of changes in any circumstances relevant to the contingency cover e.g. any new drivers of the vehicle are added to the policy before they drive the vehicle.
- Ensuring that in the event of damage being sustained to the Vehicle, Tusker is informed accordingly.
- Ensuring that nothing is done which may render any policy of contingency relating to the Vehicle void or voidable or render the policy monies irrecoverable or do any act or thing which may invalidate the manufacturer's warranty applicable to the Vehicle
- Ensuring that anyone driving the vehicle has a valid driving licence.

- Reporting any accident to the contingency provider within 48 hours to ensure full cover applies.
- Ensuring that if they or any other driver of the vehicle is disqualified from driving that the vehicle is not driven by this person during the period of disqualification.
- Ensuring that the vehicle is not lent to anyone who is not authorised to drive or is not covered by the contingency policy.
- Any excess on the comprehensive car contingency policy in the event of a claim.
- Any fines incurred whilst using the vehicle e.g. parking as well as congestion and parking charges are their responsibility and if incurred will be recharged to them along with an administration fee.
- Contacting the contingency provider and Tusker where they wish to take the car abroad. Tusker will arrange a VE103 and the employee will be responsible for this charge.
- Understanding that includes Shortfall contingency is included as part of the scheme and that the maximum benefit payable is £4000.
- Understanding that Resignation contingency is included as part of the scheme and that the maximum benefit payable is £4000.
- Understanding that should they resign in the first 6 months of the Variation Term they will be liable for a separate payment to be deducted from their final salary payment that will be calculated based on the Vehicle Value over the remainder of the Variation Term.
- Understanding that the Resignation and Shortfall contingency have the following exclusions: suicide, death due to alcohol abuse, prior knowledge of a terminal illness. Additional exclusions may apply, please contact Tusker for details.
- Understanding that the annual road fund licence will be sent to them at each renewal period and they are responsible for displaying this in the Vehicle.
- Any early termination charge which is due as a result of ending the Variation Term early and which is not covered by early termination contingency. This amount will vary depending on the actual car chosen as this is linked to depreciation values. The employee agrees that this will be deducted from the employee's salary. Any outstanding amount that cannot be deducted from salary will be advised, and the employee must pay this amount within 14 days.
- Any charges made by Tusker for excess mileage where the mileage exceeds the selected mileage at the commencement of the scheme as detailed in the quotation. The employee agrees that this will be deducted from the employee's salary. Any outstanding amount that cannot be deducted from salary will be advised invoiced and the employee must pay this amount within 14 days.
- Any charges made by Tusker for unreasonable wear and tear as well as any damage at the end of the hire period. The BVRLA guidelines set out what is deemed unreasonable wear and tear. The employee agrees that this will be deducted from the employee's salary. Any outstanding amount that cannot be deducted from salary will be advised invoiced and the employee must pay this amount within 14 days. The BVRLA Fair Wear and Tear Guide can be requested from Tusker at any time.
- Ensuring that where they are due to retire their chosen scheme term ends prior to their date of retirement.

### Customer Indemnities

You agree: to indemnify fully and keep indemnified fully SS4C against any claims (including third party claims) made in connection with your use of the Vehicle whether for personal injuries, loss, damage, inconvenience, delay or otherwise (and all actions, proceedings, damages, costs and expenses in connection with such claims); and to fully indemnify and keep fully indemnified SS4C against any fines, fees or penalties resulting from motoring offences, violation of traffic or parking regulations relating to your use of the Vehicle, or use of the Vehicle contrary to any applicable law; and in the event of damage being sustained to the Vehicle while the Vehicle is under your control (fair wear and tear excepted) which is not covered by insurance for any reason to pay to SS4C the reasonable cost of repair plus compensation for any consequential decrease in the value of the Vehicle and loss of use of the Vehicle and to pay the cost of any repair caused by your negligence or misuse; and in the event of any losses suffered by SS4C (which cannot be recovered by adjustment of the Rental amount) as a result of any change in corporation tax related to the Vehicle or due to any change or withdrawal in writing down allowances related to the Vehicle; and to pay SS4C's Administration Charges and any costs or fees incurred by SS4C by reason of any default by you of any of the terms of this Agreement or as a result of the levying of any fines or fees, and all fees, costs, expenses and Administration Charges incurred in connection with recovery and repossession of the Vehicle by SS4C whether directly or indirectly. This clause is not just limited to the cost of the vehicle. It covers any consequences of you or your employees' actions whilst the vehicle is in your use.

You agree to: keep and ensure that the Vehicle is kept free from any lien or legal process; not mortgage, pledge, loan, hire or part possession with the Vehicle; not assign, sub-let the benefit of this Agreement or rent-out the Vehicle; not allow the Vehicle to be used on building sites, for the purpose of racing, rallying or any form of competition, pacemaking, reliability trials, speed testing, or driving tuition or regular off-road driving; for towing without the prior written consent of SS4C; not suffer or permit the Vehicle to be driven by any person who does not hold a full driving licence and is not approved by your insurance company; not convert, modify or alter the Vehicle without the prior written consent of SS4C; not overload the Vehicle at any time (with reference to any recommended limitations or guidance on loading the Vehicle as may be found from time to time in the manufacturer's handbook); not affix any sign, letter or advertisement to the Vehicle without the prior written consent of SS4C (and following the expiry of this Agreement, you undertake at your own expense to remove all such signs, letters and advertisements and restore the Vehicle to its former state); not disconnect or tamper with the odometer drive cable; and in the event of the odometer failing to function at any time, promptly notify SS4C in writing of the mileage reading at the time of the failure and the date of such failure. You will promptly obtain a replacement odometer and for each day the Vehicle does not have an effective odometer, SS4C will pro-rate your contract mileage or pro rate your previous registered mileage for the purpose of determining any Excess Mileage Charges.

No Vehicle will be permitted to remain in your possession beyond the termination date without written permission from SS4C. If you fail to return the Vehicle to SS4C at the end of the Term, you must continue to pay SS4C Rentals in full on a monthly basis for each month or part month until return of the Vehicle to SS4C.

The employee acknowledges and agrees that if they breaches any of the obligations contained in the salary sacrifice agreement and in the scheme policy so that Tusker Terminates the agreement early, they the employee will pay the employer all fees and cost associated with the termination.