

This Salary Sacrifice agreement ("Agreement") is hereby confirmed to vary terms & conditions of employment between myself ("Employee") and my Employer ("Employer").

WHEREAS

- (A)

 The Employer wishes to make available a Vehicle to its Employee as part of a tax-efficient benefit Scheme, as defined below.
- (B)

 The Employee wishes to receive the Vehicle and in return for doing so will give up an element of his/her Monthly Pay by way of a Salary Sacrifice as described below.
- (C)

 The Employee will record the specification of the Vehicle the Employee wishes to receive on the System.
- (D)

 By this Agreement, the Employee and the Employer agree to vary the Employment Contract made between the Employee and the Employer.

IT IS HEREBY AGREED:

1. **Definitions**

- 1. "Adjusted Monthly Pay" means the Monthly Pay less the Vehicle Value.
- 2. "Early Termination Arrangements" means the arrangements set out in clause 6.
- 3. "Employment Contract" means the terms and conditions of employment between the Employee and the Employer.
- 4. "Excess Mileage Charge" means the sum payable at the end of the Variation Term to compensate for mileage driven in excess of the mileage selected by the employee at the outset of the Variation Term.
- 5. "Monthly Pay" means the monthly salary of the Employee on the assumption that the Employment Contract had not been varied by this Agreement or any similar agreement.
- 6. "Salary Sacrifice" means the method by which the Vehicle Value is sacrificed from the Monthly Pay before Tax and/or National Insurance are calculated. Tax and/or National Insurance are then calculated on the Adjusted Monthly Pay, thereby resulting in a Tax and/or National Insurance saving.
- 7. "SalarySacrifice4Cars" means Tuskerdirect Limited.
- 8. "System" means the SalarySacrifice4Cars employee benefits system which is used by the Employee to select tax-efficient benefits, in this case the Vehicle.
- 9. "Scheme" means a scheme for the use of fully serviced and insured Vehicles for the benefit of employees of the Employer who have registered with SalarySacrifice4Cars.
- 10. "Vehicle" means the SalarySacrifice4Cars Vehicles with a value equal to the total amount declared by the Employee on the System which shall be credited to the Employee's electronic Vehicle account.
- 11. "Vehicle Value" means the monetary value of Vehicles set out in clause 3.

12. "Variation Term" means the period of time, being not less than 24 months for which this agreement is to apply, as set out in clause 4.

2. Variation of Employment Contract

- 1. The Employee and the Employer agree to vary the Employment Contract for the Variation Term by way of a Salary Sacrifice as follows:
 - 1. The Employee will cease to be entitled to the Monthly Pay.
 - 2. The Employee will be entitled to receive the Adjusted Monthly Pay and the Vehicle chosen on the System.
- 2. The Employee and the Employer acknowledge that this Agreement constitutes a notice of a variation to the Employment Contract for the Variation Term in accordance with the provisions of section 4 of the Employment Rights Act of 1996.

3. Vehicle Value

For the purposes of this Agreement, the Vehicle value (expressed in pounds sterling)
to be received under the Employment Contract (as varied by this Agreement) shall be
the value shown on the System once the Employee has selected their Vehicle on the
System and the selection has been approved by the Employer.

4. Variation Term

 The Variation Term for this variation of the Employment Contract shall commence on the first day of the next pay period declared by the employee on the system and shall expire on the last day of the pay period as declared by the Employee on the System and reported to the Employer.

5. Responsibility

1. The Employee confirms that they understand their responsibilities as set out in the Scheme Policy on the SalarySacrifice4Cars website.

I understand that by having checked the acknowledgement of the Terms and Conditions above, I am affirming that I have read, understand and agree the terms of this agreement, stated above and included in the scheme policy and FAQs detailed on the SS4C website at time of ordering.

Vehicle:		
Employee:		
Employer:		
Date of Request:		
Signed:		