TERMS & CONDITIONS OF THE UNIVERSITY OF CAMBRIDGE EV SALARY SACRIFICE CAR SCHEME

The terms of the University of Cambridge EV salary sacrifice car scheme (the “scheme”) are set out below. They take effect as a variation to your terms and conditions of employment, and it is a condition of participation in the scheme that you agree to this variation, which applies for as long as you remain a member of the scheme.

Under the scheme, you select a vehicle through the Zenith website. Each vehicle is individually priced, meaning that a different monthly salary sacrifice amount applies to each individual quote depending on the vehicle and options selected and insurance costs.

You accept that with effect from the date on which you become a member of the scheme (vehicle delivery date) your actual gross monthly salary will be reduced by the quoted gross salary deduction, and you will be liable for Income tax and National Insurance on the reduced salary only. However, your Employer will continue to base other benefits such as pension contributions on your former (higher) salary. These are based on your gross basic salary before any reductions. **Important:** if you are on a NHS pension, this may have an impact on the amount you contribute as your salary sacrifice will lower your pensionable earnings. If you require any further information, please contact travel@admin.cam.ac.uk.

By accepting these terms and conditions you are agreeing to sacrifice part of your salary in exchange for the provision of the vehicle as a company car.

You also acknowledge and accept that the salary sacrifice amount may change between the time at which you order a vehicle and the time of delivery. In such event, you will be given the opportunity to cancel your order at this point if you do not agree to the revised quotation, the consequence of which will be that you will not become a member of the scheme and the variation to your terms of employment will not take effect. Please note that if you choose to cancel your vehicle order charges may apply as outlined in the University of Cambridge EV salary sacrifice car scheme policy.

The vehicle is owned by Zenith (or another financier for whom they act as agent) (“Owner”) and leased to University of Cambridge, who in turn supply it to you as a company car under the scheme. If for any reason the Owner terminates our lease with it you will comply with the directions of, and if required return the vehicle to, the Owner.

LEAVING THE SCHEME

Regardless of the circumstances due to which you are considering cancelling your participation in the Scheme, you must call Zenith immediately and they will advise you of your options.
Please click here [Link to 'Website Ts&Cs Early Termination Summary' Document] for further information on your options should you leave the scheme due to:

- Resignation
- Redundancy
- Maternity, paternity, adoption or shared parental leave
- Long term sickness (and no return to work)
- Loss of driving licence
- Reduction in working hours (such that you can no longer afford the salary sacrifice payments due to National Minimum Wage thresholds)
- Retirement
- Dismissal

Please note the risk mitigation cover does not cover anyone over the age of 65 and you will be liable for any early termination costs if you decide to leave the scheme before the end of the period of agreement.

**POINTS TO NOTE**

**Maternity, paternity, adoption or shared parental leave**

Participation in the scheme could reduce the amount of Statutory Pay that you are entitled to. If you do take maternity, shared parental, paternity or adoption leave and are in receipt of Statutory Pay, although salary sacrifice amounts cannot be deducted from the Statutory Pay, the benefit will remain in place. You will continue to be responsible during payment of Statutory Pay for any charges incurred outside of the regular salary sacrifice as a net deduction, (e.g. parking fines, penalties etc.). You will need to repay any charges and accrued salary sacrifice amounts in full when salary is in payment again. In the event that you have insufficient pay to fund this, or you do not return to work, you agree to reimburse University of Cambridge for the outstanding balance.

**Long term sickness**

If you are in receipt of reduced, statutory or zero pay due to long term sickness, the salary sacrifice arrangement will remain in place. Your salary sacrifice amounts will accrue for the duration of the unpaid leave to the extent they cannot be deducted as this would take you below National Minimum or National Living Wage. You will continue to be responsible during reduced, statutory or zero pay for any charges incurred outside of the regular salary sacrifice as a net deduction, (e.g. parking fines, penalties etc.). You will need to repay any charges and accrued salary sacrifice amounts in full when salary is in payment again. In the event that you have insufficient pay to fund this, or you do not return to work, you agree to reimburse University of Cambridge for the outstanding balance.
Reduction in working hours

If you elect to request a reduction in your working hours for any reason and this is granted, your salary will be reduced accordingly. This may create the situation where the salary sacrifice causes your gross salary to fall below the National Minimum or National Living Wage, which will mean you will no longer be eligible to participate in the scheme as you will not be able to make the salary sacrifice amounts.

Traffic Offences

You are responsible for all parking fines, fixed penalties, camera offences, bus lane contraventions and congestion charges incurred whether the vehicle is being used for business or private purposes. Unpaid moving traffic, parking fines, fixed penalties, congestion zone charges and bus lane contraventions received by Zenith will be paid by Zenith, as the registered keeper, and then charged to you with the addition of an administration fee of £10 plus VAT. University of Cambridge will notify you when charges have been incurred and the amount will be deducted from your net salary. Charges for fines are NOT reclaimable through your time and expenses summary. If a fine is incurred via a traffic camera there will be no opportunity for you to pay this prior to it being sent to Zenith as it is charged directly to the registered keeper of the car.

In respect of speeding notification fines, Zenith will provide the requesting authority with details of the employee to whom the vehicle is allocated at the time of the offence. Any endorsements that are incurred as a result of this type of offence MUST be disclosed to Zenith.

End of Period Recharges

At the end of your participation in the scheme or at the end of the salary sacrifice period in respect of any vehicle, on return to Zenith the vehicle will be assessed for any damage which is outside of the BVRLA (British Vehicle Rental and Leasing Association) guidelines. The cost of any repairs required will be charged to you by University of Cambridge. By accepting these Terms and Conditions you agree that this cost may be deducted from your net salary by University of Cambridge.

Insurance

You are required to read and comply with the eligibility and policy inclusion outlined in the Insurance Policy Summary as part of your new vehicle order. This Insurance Policy Summary is a record of the information and Material Facts advised to Lloyd Latchford (or such replacement provider as may from time to time be appointed) via Zenith upon which the acceptance of the proposal for insurance and the calculation of the premium are based and which forms the basis of the contract of insurance. A Material Fact is one which an Insurer would regard as likely to influence their assessment and acceptance of this insurance.
Although this insurance contract is between University of Cambridge (which is defined as the Insured) and the Insurer, this statement contains information presented by the main driver of the insured vehicle and a participant in the scheme, i.e. you. As a participant in the scheme, you are also deemed to be the Policyholder as defined in the contract of insurance. You should therefore check this statement and if any of the information or the Material Facts are incorrect or if there are any other Material Facts you should disclose you should advise Zenith immediately. Failure to do so could invalidate your policy or result in a claim being repudiated.

Please [click here](#) to review the Insurance Policy Summary.

**Insurance Excess**

By accepting these Terms and Conditions you agree that, in the event of a claim, the insurance excess amount will be deducted from your salary by University of Cambridge, as set out in the policy and FAQs.

**Excess Mileage**

Employees joining the scheme will have the choice of taking a vehicle for either a 24, 36 or 48 month period with a range of annual mileages.

At the halfway point of your contract should you wish to change the total expected mileage to more accurately reflect your actual travelled mileage, Zenith can accommodate this. Zenith will contact you halfway through your contract to see if you would like to re-schedule your mileage. If you have not heard from us and feel your mileage needs to be adjusted please contact Zenith.

By accepting these terms and conditions you are agreeing that you will provide vehicle mileage data when required and that any excess mileage charges can be deducted from your salary by University of Cambridge.

**Licence Checking**

All employees who take a car under the scheme will have their driving licence checked. Any additional drivers are also required to have their licence checked.

This process will be managed by TTC Continuum (Licence Bureau) who work in partnership with Zenith. Licence Bureau work directly with the DVLA to check individual licences on an annual basis, unless there is a requirement to check them more frequently.

You will be required to complete a fair processing declaration on ordering a car under the scheme, which will enable Licence Bureau to work directly with the DVLA to check licences. Information received from
the DVLA will be disclosed to University of Cambridge to ensure that eligibility criteria and the terms of the insurance policy are met.

TTC Continuum (Licence Bureau) are the data controller for the purposes of processing your personal data to provide the driving licence checking service. Their data registration number is: Reg No. Z824 6239. Information is held securely and under the terms of Licence Bureau’s agreement with the DVLA, no information will be sold to third parties or marketing organisations or abused in any way.

All additional drivers are required in the first instance to complete an Insurance Declaration, which will then trigger the need for a DVLA check to be completed.

Please note your vehicle order will not be delivered until your driving licence check has been completed and processed.

Data Privacy

In the course of University of Cambridge and Zenith providing this service it will be necessary to process personal data about you or other individuals that are authorised to drive the vehicle. Specifically, University of Cambridge and Zenith will review your application against the eligibility criteria to ensure compliance with the requirements of the scheme. It may also be necessary from time to time for University of Cambridge and Zenith to disclose this data to Her Majesty’s Revenue and Customs (HMRC), and to Zenith’s third parties and agents, who will use the information to administer the provision of the vehicle under the scheme, which will include for example disclosures to the DVLA and the appointed insurer and the financiers for whom Zenith act as agent.

Where you complete and save forms on this portal and provide personal data directly to Zenith, Zenith Vehicle Contracts Ltd is the data controller.

By accepting these terms and conditions you acknowledge and agree to the above use of personal information and to its processing.

You further agree to the processing of certain sensitive personal data such as driving convictions or health issues that might impact on your driving ability.

Where information may relate to other individuals you have nominated as authorised drivers, you confirm that you accept the obligation to inform them about this use of their personal information and that you have their authority to the processing on their behalf.

For more information please see the Zenith Privacy Notice which can be found [here].
PLEASE ENSURE YOU READ THE FULL SCHEME POLICY BEFORE ORDERING A VEHICLE

I have read, understood and accept the Terms and Conditions of the University of Cambridge EV Salary Sacrifice Car scheme. I understand that they take effect as a variation to my contract of employment, and agree to be bound by the Terms and Conditions contained therein. [Tick Box]

I confirm that I meet the requirements set out in the Insurer’s Policy Summary. [Tick Box]

I agree that my monthly gross salary will be reduced to fund the monthly vehicle payments payable in respect of the vehicle. [Tick Box]

I authorise my Employer to deduct from my net salary the costs as detailed above, including but not limited to, maintenance recharges, early termination charges, end of period repair recharges, insurance excess, fines and excess mileage. [Tick Box]

I agree to reimburse my Employer for any fines or charges not able to be deducted from my monthly net pay. [Tick Box]

I have read specifically Section 5 of the University of Cambridge EV salary sacrifice car scheme policy document relating to my potential costs in the event that I leave the scheme early and understand that there is a maximum single claim limit of £10,000, any claim above this limit I will have to pay the difference. [Tick Box]

I have read specifically Section 5 of the University of Cambridge EV salary sacrifice car scheme policy document relating to my potential costs in the event that I leave the scheme early and understand that if I am over 65, the risk mitigation cover will not apply and I will be liable for any early termination and associated costs. [Tick Box]

I understand that accepting a secondment during the period of agreement may impact my eligibility for the scheme and I agree to advise the University of Cambridge at least one month in advance of the start of any secondment.

I agree to the use and processing of personal information and certain sensitive personal data as set out in the Zenith Privacy Notice which can be found here. Where this information may relate to other individuals I have nominated as authorised drivers, I confirm that I accept the obligation to inform them about this use of their personal information and that I have their authority to the processing on their behalf.