



ARVAL IGNITION VEHICLE SALARY SACRIFICE PROGRAMME

TERMS AND CONDITIONS

These are the terms and conditions that apply when you, an employee of Jaguar Land Rover, order an Arval Ignition Vehicle ('the Vehicle') under the Arval Ignition Vehicle Salary Sacrifice Programme ('the Arval Programme'). The Vehicle is provided to you in exchange for you agreeing to a reduction in your salary ('the salary sacrifice'). The salary sacrifice you have agreed is specified in the quote for the Vehicle. Please read these terms and conditions carefully as you will need to provide electronic acceptance of the terms and conditions when you accept the quote and order the Vehicle.

By accepting a quote and ordering a Vehicle, you accept the following Arval Programme terms and conditions:

1. I have read and accepted the following Arval Programme documentation provided to me throughout the quotation process:
 - The quote for the Vehicle I am ordering.
 - The Arval Ignition Company Vehicle Policy;
 - The Arval Ignition FAQs;
 - The Arval Total Care restrictions;
 - The Guide to Returning an Arval Vehicle;
 - The Arval Ignition Operational Guide;
 - These Arval Ignition Vehicle Salary Sacrifice Programme Terms and Conditions.
2. I accept that the Arval Programme will apply until the end of the Vehicle agreement, which will last a minimum of the term selected in my quote. I accept the pricing provided in the quote, and the potential increases in Benefit in Kind that may occur over term of the vehicle agreement, and that may have a financial impact on me.
3. I accept that my participation in the Arval Programme is subject to approval by my employer, Jaguar Land Rover Limited (JLR). I accept that JLR may modify, suspend, substitute or discontinue the Arval Programme at any time and that I have no right to be compensated for loss of use of the Vehicle or to be provided with another vehicle, should JLR choose to modify, suspend, substitute or discontinue the Arval Programme. JLR will notify me of any changes to or discontinuation of the Arval Programme.
4. I agree that by participating in the Arval Programme I will incur an appropriate reduction in my contractual salary equal to the cost as detailed in the personalised quote I have requested and accepted ('the salary sacrifice'). I agree to the salary sacrifice being made from my salary either monthly (if I am paid monthly) or weekly (if I am paid weekly) with effect from the first pay period after the day I accept these Arval Programme Terms and Conditions. I agree that the salary sacrifice will continue until I have paid the total number of payments due under the 24 or 36 month agreement I have selected at the monthly cost listed in the personalised quote, or in any later revised quote. I understand and accept that the first salary sacrifice deduction may, therefore, be made in the month after the collection date of the Vehicle. I agree that the salary sacrifice will commence after I have collected the Vehicle and may continue after I have returned the Vehicle.
5. JLR reserves the right to adjust the amount of the salary sacrifice before you collect the Vehicle. You will be given the opportunity to opt out of the Arval Programme if the amount is increased from the amount stated in the quote.
6. I understand and agree that the amount of the salary sacrifice may be increased or decreased as a result of:
 - Changes in the calculation of VAT, Tax, National Insurance or other Government levies affecting the calculation of the costs applicable to the Arval Ignition Vehicle; and/or
 - amendments made during the course of the agreement due to a lifestyle change.
7. I agree that if the salary sacrifice cannot be taken in a pay period, this will automatically be rolled forward and the salary sacrifice will be made in the following pay period(s), as proportionately appropriate. This will continue to be rolled forward until all arrears of the salary sacrifice have been fully settled. I understand that if settlement cannot take place, JLR's HR Department will review the circumstances with me, which could result in the immediate hand back of the Vehicle. In addition I agree to repay any outstanding arrears directly to JLR to meet the monies owed. I understand and accept that the cost owed will be based on the gross value and I may lose the beneficial tax treatment.
8. Subject to clause 5, I agree that I may not opt out of the Arval Programme unless I have suffered a lifestyle change as described in paragraph 3 of the Arval Ignition Company Vehicle Policy. I understand and agree that if I opt out I will:
 - not be allowed to re-join the Arval Programme at a later date;
 - be personally liable for an early termination fee as described in the Arval Ignition Company Vehicle Policy; and
 - return the Vehicle to JLR immediately on request. If I opt out because my employment is terminating, I will return the Vehicle one month before my last day of employment.



ARVAL
BNP PARIBAS GROUP



9. The Programme operates on a salary sacrifice basis and I agree and accept that there may be an impact to my state benefits (such as statutory sick pay, statutory maternity pay, statutory paternity pay, statutory adoption pay and state pension) and tax credits and that there may be an impact upon my National Insurance record.
10. I agree that the choices I select for the Arval Programme will form part of my contractual employment benefit for the duration of the Vehicle agreement, subject to any amendments made as a result of a lifestyle change or where permissible, subject to the terms and conditions of my employment contractual benefits, the Arval Ignition Company Vehicle Policy and the Arval Ignition Operational Guide.
11. Subject to Arval's obligations under any Arval Total Care policy applicable to the Vehicle, I accept that I will be responsible for the use and maintenance of the Vehicle in accordance with the terms of my employment contract, and the Arval Ignition Company Vehicle Policy and the Arval Ignition Operational Guide. In particular, I must make arrangements for servicing, maintenance or repair in accordance with the manufacturer's service schedule and as soon as the Vehicle requires attention, I must inform Arval and make the Vehicle available for inspections.
12. In relation to all events or accidents resulting in damage, loss or theft of the Vehicle or damage to third party property or personal injury/death of a third party ('Incidents'), I agree to:
 - report all Incidents to Arval's driver support contact centre and as soon as possible and within 24 hours of the Incident occurring;
 - report a theft of the Vehicle to the Police immediately on becoming aware of it;
 - act in good faith and provide all information, complete all necessary documentation and co-operate with Arval and Arval's insurers and legal representatives.
13. I understand that if the Vehicle is lost or stolen as a result of my or another driver's recklessness or negligence, the insurance will not apply and I will be personally liable to JLR for any associated costs, including but not limited to the write down value of the Vehicle.
14. I agree that if I am offered a courtesy or replacement vehicle from a supplier authorised by Arval, I will be personally liable to JLR for any losses resulting from any Incident involving the courtesy/replacement vehicle, including but not limited to any excess that might apply. I understand that I must declare to HMRC if I use a courtesy or replacement vehicle for more than 30 consecutive days whilst the Vehicle is being repaired. I understand that using a courtesy or replacement vehicle may increase my liability for income tax on Benefits in Kind and that I may be charged tax on the use of the courtesy/replacement vehicle in addition to tax on the use of the Vehicle. I agree that I am liable for all income tax due.
15. I accept that I will be personally liable to JLR for any additional costs incurred in relation to the Vehicle during the agreement and on its termination. The typical additional costs are listed in paragraph 1.4 of the Arval Ignition Company Vehicle Policy and include (but are not limited to) fines, penalties, items not covered by maintenance, customer incident charges, insurance invalidation costs, excess mileage charges, costs relating to loss of keys, parcel shelves or service books, costs relating to loss or theft of the Vehicle where you or an additional driver is at fault, costs relating to body glass replacement, costs relating to use of a non-approved garage, end of contract recharges, costs relating to unreasonable damage to or neglect or abuse of the Vehicle, costs relating to incidents involving a courtesy or replacement vehicle, early termination fees and costs relating to my or another driver's failure to comply with these terms and conditions or with any of the policies applicable to the Arval Programme or the Vehicle. I agree that JLR may, at their absolute discretion, make deductions from my net salary through payroll to cover any additional costs that apply.
16. Arval Total Care is provided and the Vehicle is insured. Eligibility for, and payment of, all insured benefits is subject to any restrictions or other terms and conditions imposed by the relevant insurance company. I agree that if the insurance company refuses for any reason to provide these benefits to me, JLR shall not be liable to provide any such benefits itself, or any compensation for the lack of these benefits and I will not be entitled to the Vehicle. I understand that Arval will not provide me with individual "no claims discounts". However, Arval will provide me with a driver history letter I request it in writing.
17. I will notify the DVLA if I have had or I suffer from a medical condition or disability that may affect my driving. I agree to seek medical advice over whether I am able to continue to drive if I have any accident, illness, deterioration of health or disability that affects my driving in any way.
18. I agree to comply with paragraph 9 of the Arval Ignition Operational Guide before I take the Vehicle abroad. I will notify the Arval Ignition team before taking the Vehicle outside the European Union.
19. I understand and accept that neither myself nor any other driver may paint or make modifications to the Vehicle, rent or sub-hire the Vehicle or use it in the following circumstances:
 - Without it having a current MOT test certificate;
 - On the continent of Europe and in the Republic of Ireland without prior written consent from Arval;
 - For towing without prior written consent from Arval;
 - For carriage of passengers or goods for hire and reward (such as a taxi, mini cab or courier);
 - On airport premises except in public areas such as car parks;
 - For racing, rallies and/or speed trials;
 - As a public emergency service vehicle;
 - For commercial transportation of inflammable liquid, chemicals or gases.
20. I accept that it is my responsibility to understand the implications to me of current tax legislation and I accept that any future changes to such legislation may affect my tax liability and may have a financial impact on me.
21. I agree to complete any handover process prescribed by JLR on how to use the Vehicle before taking delivery of the Vehicle. I understand and accept that I will not be allowed to take delivery of the Vehicle without having first completed the handover process.

