



Company Car Agreement

BETWEEN: [Name – address]

Hereinafter referred to as "the employer",

AND: [family name - given name]

Hereinafter referred to as "the worker",

PREAMBLE

The worker certifies that he or she holds a valid driving licence. He or she undertakes to inform the employer if it changes and to return the vehicle if necessary. Failing that, he or she alone shall bear the consequences of road traffic offences committed or traffic accidents that occur.

THE FOLLOWING HAS BEEN AGREED UPON:

Article 1 - Bases

(Option 1)

The employer provides the worker with a company car. The worker can use this car for work and private purposes from[please indicate the start date of this agreement] to.....[please indicate the end date of this agreement].

(Option 2)

The employer provides the worker with a company car. The worker can use this car for work and private purposes as long as he / she performs the function for which this car is necessary.

(Option 3)

The employer provides the worker with a company car. The worker can only use this car for work purposes and as long as he / she performs the function for which this car is necessary. The worker shall give back the car at the end of each working day.

[if you choose this option, we advise you to also make the worker sign an agreement forbidding the use of the company car for private purposes.]

(Option 4)

The employer provides the worker with a company car. The worker can use this car for work and private purposes during the entire duration of the leasing contract signed with the car-leasing company or from..... to.....

Article 2 - Inspection and Description of the Company Car

Description of the vehicle:

- Make:
- Model:
- Colour:
- Year:
- Registration plate number:
- Accessories:
- Condition of the car: New / Used
- Odometer reading:
- Exterior damage:
- Interior damage:
- Fuel type:

When the company car is collected by the worker, an inspection and description of the vehicle shall be undertaken.

Article 3 - Optional Extras and Accessories

The worker may not add optional extras and/or accessories to the car without the prior written permission of the employer and of the leasing company. In the event of agreement, all expenses relating to the addition of optional extras and accessories are entirely payable by the worker. The cost of removing accessories as well as damage caused to the car as a result of the removal shall also be payable by the worker.

Article 4 - Return Inspection

When the worker leaves the company or when the provision of the company car comes to an end, the worker must return the company car in the condition in which he or she received it, together with all of the required documents, the fuel card and the keys.

He or she undertakes to bear the cost of damage to the vehicle that does not result from "normal" wear and tear. The estimate of such damage takes place during the return inspection.

Article 5 - Taking the Company Car Off the Road for Servicing or Repair

In the event that the car is taken off the road for servicing or repair for more than 24 hours, the company shall provide the worker with a replacement car of an equivalent standard, if possible, or failing that, shall pay him or her a travel allowance of an amount corresponding to the benefit that the provision of the company car represents for the worker.

Article 6 - Theft of the Company Car

In the event that the company car is stolen, the worker is obliged to immediately report it to the police. The worker shall send a copy of the report to the company as soon as possible.

The company shall ensure that the worker is provided with a car of an equivalent standard, if possible, or failing that, shall pay him or her a travel allowance. The worker may not deem the provision of a vehicle of a lower standard or its replacement by a travel allowance to constitute an error attributable to the company or an action equivalent to a breach of contract.

Article 7 - Accidents and Damage During Work Hours

The worker is criminally liable for all road traffic offences committed and/or all traffic accidents that occur while executing his or her work contract.

In the event of an accident, the employer is civilly liable for damage caused by the worker, except in the case of fraud, gross negligence or slight negligence occurring on a habitual basis.

If the accident is due, entirely or partly, to fraud, gross negligence or slight negligence occurring on a habitual basis on the part of the worker, he or she shall bear the cost of the difference between the total cost of the repairs and the amount covered by the insurance company, as well as any increase to the premium charged to the company as a result.

In the event that an excess is charged in accordance with the insurance contract, in the event of an accident or damage occurring when the car is being used for work purposes, the cost of the excess is payable by the worker that caused the accident, unless he or she can show that the accident or damage was not due to his or her gross negligence, fraud or slight negligence occurring on a habitual basis;

Article 8 - Liability in the Event of an Offence or Accident Outside Work Hours

The worker is solely liable, both civilly and criminally, in the event of an offence or accident outside work hours.

He or she shall therefore bear the total cost of repairs to the vehicle, as well as any increase to the premium charged to the employer.

In the event that an excess is charged in accordance with the insurance contract, in the event of an accident or damage occurring when the car is being used for private purposes, the cost of the excess

is always payable by the worker.

Article 9 - Use of the Vehicle - General Obligations of the Worker

For the duration of this agreement, the worker shall use the car provided with due diligence, in accordance with the type of vehicle and its purpose. The worker shall use the car in accordance with the laws and regulations in force.

The worker is responsible for the car provided to him or her by the company. In particular, he or she shall see to the servicing of the vehicle (taking the car to the garage at the specified service times, regularly checking the oil level and the levels of other liquids, checking the tyre pressure, etc.).

For servicing and repairs, the worker is obliged to take the car to the garage designated by the company, or failing that, to the garage of his or her choice, provided that the garage is first approved by the company. The only exception to this obligation is in the event of urgent repairs or force majeure.

Any repairs or breakdown that is due to the negligence of the worker, abnormal wear and tear, or abnormal use of the car shall be entirely payable by the worker.

The worker shall see that the following papers are never left in the car:

- international insurance green card;
- certificate of conformity;
- registration card.

Furthermore, he or she shall not leave the ignition key in the car or any other object of value belonging to the company (mobile phone, laptop computer, etc.) that he or she uses because of the performance of his or her work contract.

The worker is obliged to inform the employer of any damage caused to the vehicle, regardless of the cause, within 48 hours.

In the event of an accident or damage, the worker is obliged to carry out all of the formalities and to immediately inform the company, which shall take the necessary steps with the insurance company.

The company shall arrange the repairs

Any repair or intervention by the breakdown service that is due to the negligence of the worker, abnormal wear and tear, or abnormal use of the car shall be entirely payable by the worker.

Article 10 - Mobile Phones

Using a mobile phone (G.S.M.) while at the wheel of the company car when the vehicle is in motion is strictly prohibited, including when using a hands-free system.

Article 11 - Car Washing and Parking Costs

(Option 1)

The worker must keep the car clean, both inside and outside. The worker shall bear the cleaning costs. The worker shall also bear the parking costs

(Option 2)

The worker shall bear the cleaning costs and the parking costs. However, these costs will be reimbursed with the monthly flat rate amount paid by the employer. This reimbursement amounts to euros per month.

The employer also demands that the worker park the car in a garage.

Article 12 - Fines

Fines for road traffic offences are payable exclusively by the worker. He or she must ensure that payment of the fines is made in the time required. A photocopy of proof of payment of the fine must be provided to the company within eight days of the payment. If the fine is not paid, the employer shall be entitled to recover the cost of the fine paid on behalf of the worker from his or her salary, in accordance with Article 23 of Act of 12 April 1965 about the protection of remuneration.

Article 13 - Serious Offences - Condition Subsequent

The committing of a serious road traffic offence (speeding, drink driving, leaving the scene of an accident, etc.) may be deemed a serious error committed under the work contract and shall authorise the company to terminate the work contract without notice or penalty, on serious grounds.

The parties expressly agree that in the event that the company does not dismiss the worker without notice or penalty on serious grounds, the conviction of the worker by a Criminal Court or the payment of a "plea settlement" following a serious road traffic offence would constitute a condition subsequent that automatically terminates this company car agreement without consideration

Article 14 - Sole Driver

The worker is the sole authorised driver of the company car. He or she may only entrust it to another member of the company staff with the prior written agreement of the company.

Except in the event of force majeure, no person from outside the company may drive the vehicle. The worker shall ensure beforehand that said person is able to drive the car sufficiently well.

A breach of this article constitutes a condition subsequent, which automatically terminates this company car agreement without consideration

Article 15 - Travel Abroad

Private travel with the car abroad is permitted, provided that the worker drives the car him or herself, or is in the vehicle. The worker shall be obliged to pay for repairs carried out abroad.

In the event of damage caused to the vehicle, the worker must follow the same rules as those in force within Belgium.

In the event of a non-work-related stay abroad, the worker is obliged to bear the cost of fuel and road tolls.

Article 15 bis - Work Travel in France

In the case of travel for work purposes in France, the worker is responsible for acquiring the obligatory breathalyser in accordance with Decree No 2012-284 of 28 February 2012 on the obligatory possession of a breathalyser by the driver of a motor-powered land vehicle. Once proof of purchase of said breathalyser has been provided, the employer shall reimburse the cost to the worker. The maximum reimbursement shall be 60 EUR per vehicle (the usual price varies between 20 and 100 EUR, with the least expensive being 1.99 EUR).

Article 16 - Fuel and Oil (Option) - Parking

(Option 1)

The worker shall bear the costs related to fuel and oil for the company car.

If the worker uses the car for work purposes, he or she shall hand an expense record related to the oil, fuel costs (and parking costs, if applicable) of the concerned month over to the company before the 5th of the following month. The worker shall join to this record all the necessary supporting documentation.

The fuel, oil and parking costs shall be paid to the worker at the end of the month following the concerned month at the latest, after acceptance of this record by the company.

(Option 2)

The worker has a fuel card.

If it is necessary, the exact mileage of the car must be stated when filling up the gas tank.

The fuel card and the secret code must be carefully kept safe. The user of this fuel card must also follow these rules:

- The car user must know the secret code by earth;
- The secret code and the fuel card can never be kept in the car;
- The secret code and the fuel card can never be kept in the same place;
- The secret code cannot be shared with unauthorised people;
- The secret code cannot be written on the card or on another document;
- The fuel card is a personal card and can be used for only one vehicle at a time (the car provided by the employer)

If the fuel card is stolen, lost or defective, the worker must immediately notify the employer but also

[CARD STOP, for exemple].

The worker shall follow the instructions for use, given by the card issuer.

If the employer notices a carelessness, he/she reserves the right to make the worker paid the litigious money claim.

For example, if the secret code is left nearby the card and the confidentiality about this code is not respected, it can be considered as a carelessness and the worker shall be responsible for it.

(Option 3)

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Article 17 – Contribution to the Costs (Optional)

(Option 1)

The worker shall bear the costs related to the private use of the car.

This contribution amounts to €..... per month.

The worker shall place a standing order with his/her bank so that this amount is paid for the 25th of each month on the following account: (account of the company).

OR

The worker shall bear the costs related to the private use of the car.

This contribution amounts to €..... per month.

The worker allows the employer to take from his/her net monthly remuneration the amount due for the personal use of the car

(Option 2)

The worker shall bear the costs related to the private use of the car.

This contribution is equivalent to the tax benefit corresponding to the benefit in kind.

The worker shall place a standing order with his/her bank so that this amount is paid for the 25th of each month on the following account: (account of the company)

OR

The worker shall bear the costs related to the private use of the car.

This contribution is equivalent to the tax benefit corresponding to the benefit in kind.

The worker allows the employer to take from his or her net monthly remuneration the amount due for the private use of the car

Article 18 - Tax Assessment of the Benefit Resulting from Private Use of the Company Car

A worker with a company car may use it for his or her private journeys and travel between the place of work and the home. The worker enjoys a benefit in kind. This benefit is currently assessed based on the vehicle’s fuel type, its CO2 emission rate and its list price. If the calculation method of the benefit in kind was to be modified in accordance with a legislative or regulatory change, under no circumstances shall the employer bear the cost of any loss to the worker’s salary.

Any contribution by the worker is deducted from this amount (see Article 17).

This amount shall be indicated on the worker’s pay slips as well as on his or her 281.10 form.

Article 19 - Replacement of the Company Car with a Car of an Equivalent Standard or with a Travel Allowance

The company shall, at any time, be entitled to replace the company car that is the subject of this

agreement with another car of an equivalent standard, or with a travel allowance of an amount equivalent to the benefit specified in Article 18.

Article 20 - Collection of the Car in the Event of a Total Suspension of the Work Contract

(Option 1)

If the private use of the car is an element of the remuneration (taxable benefit), the worker can still use the car even if his/her work contract is suspended during periods of guaranteed salary. If the contract is suspended during more than 31 days, the company reserves the right to collect the car as of the 31st day of suspension and until the end of the suspension. Such a collection cannot be considered by the worker as an error attributable to the company or an action equivalent to a breach of contract.

The car will be collected as follows:

.....
.....
.....

(Option 2)

If the worker contributes to the costs related to the private use of the car, he/she can still use the car event if the work contract is suspended. If the contract is suspended during more than 31 days, the company reserves the right to collect the car as of the 31st day of suspension and to the end of the suspension. Such a collection cannot be considered by the worker as an error attributable to the company or an action equivalent to a breach of contract.

In this case, the worker shall give instruction to his / her bank in order to suspend the payment of the financial contribution as provided for in Article 17, for all the duration of the contract suspension.

The car will be collected as follows:

.....
.....
.....

(Option 3)

The worker can still use the car if the work contract is suspended for a reason other than maternity leave, prophylactic leave, career breaks (time credit system), unpaid leave, military duty or pre-trial detention. If the work incapacity lasts more than 31 days, the employer reserves the right to collect the car as of the 31st day of the incapacity. Such a collection cannot be considered by the worker as an error attributable to the company or an action equivalent to a breach of contract.

In this case, the worker shall give instruction to his / her bank in order to suspend the payment of the financial contribution as provided for in Article 17, for all the duration of the contract suspension.

The car will be collected as follows:

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.....

(Option 4 - if work purposes only)

As the worker can only use the car for work purposes, the employer reserves the right to demand the return of the car if the work contract is suspended.

Article 21 - Rules to Follow in the Event of a Reduction in Working Hours

(Option1)

The worker can still use the car if his/her working hours are reduced.

(Option 2)

The worker can still use the car if his/her working hours are reduced but he/she shall contribute in the costs related to the private use of the car.

This contribution amounts to.....

(Option 3)

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Article 22 - Termination of the Agreement

This agreement shall automatically terminate:

- on the expiry date of the term specified in Article 1, without notice, and without obligation for the company to provide the worker with another company vehicle or to pay him or her an equivalent allowance;
- in the event of modification by agreement of the position, which no longer justifies a company vehicle;
- at the end of the worker's work contract, if this occurs (regardless of the reason) before the expiry date of the term determined in accordance with Article 1;
- in the event of a condition subsequent specified in this agreement (serious road traffic offence, breaching of the ban on allowing third parties to drive the company car, etc.);
- in the event that the driving licence is cancelled.

The vehicle must be returned:

Immediately

or

within days of the circumstances that terminate this agreement.

If the worker does not return the vehicle immediately or before the deadline, he or she shall be solely liable for the use of the vehicle.

Article 23 - Final Provision

The worker undertakes to abide by all of the provisions of this agreement. This agreement forms an integral part of the worker's work contract.