



Freedom of Information Act Publication Scheme	
Protective Marking	Official
Publication Scheme Y/N	Yes
Title	Gifts, Loans, Donations & Sponsorship Data - 2019/20
Version	V.01
Summary	Section 93 of the Police Act 1996 agreement between MOPAC and Jaguar Land Rover Loan of vehicle to support Royalty and Specialist Protection Command between 02/01 and 02/03/2020 value £27,600
(B)OCU or Unit, Directorate	Third Party Contracts Team, Directorate of Commercial and Finance
Author	Dawn Mills
Review Date	31/03/2021
Date Issued	09/01/2020

Vehicle Loan Agreement (“Loan”)



Vehicle Registration: OE69KOJ OE69GUH OV68OBN OV68FFO	Vin Number: SALGA2AJ1LA591056 SALRA2AKXL2426425 SALGA2AJ3KA532573 SALRA2AKXKA088190	Make/Model: Range Rover LWB 4.4D V8 Autobiography Auto 20MY DISCOVERY 3.0D HSE AUTO RANGE ROVER 4.4D Vogue SE SWB Auto 19MY Discovery 3.0D HSE Luxury Auto 19MY
Users Name: Metropolitan Police	Company/Department: The Mayor's Office of Policing and Crime	Delivery/Collection Address:
	Email: Jiggs.Bharji@met.police.uk	
Date Out: 02/01/2020	Date Back: 02/03/2020	Telephone: 02071611426
Signed (User): 	Date Signed: 19/12/19.	Vehicle Value £27,600
Print Name (User):	Loan Number: 330071 – 330072 – 330073 -330076	

TERMS AND CONDITIONS OF LOAN. By taking delivery of the Vehicle, as defined above (“Vehicle”), the User, as defined above (“User”) accepts that these terms and conditions apply.

- The Vehicle has been assigned for [loan eg. loan, evaluation]. Jaguar Land Rover Limited (“Jaguar Land Rover”) retains title to the Vehicle and the User may not do anything inconsistent with Jaguar Land Rover’s right of ownership.
- Unless otherwise agreed in writing by Jaguar Land Rover, the User shall ensure that the Vehicle is insured with a reputable insurance agency, details to be inserted in Insurance Section A*, and accepts responsibility for all risks of loss and damage to the Vehicle howsoever arising during the period of the Loan.
- Subject to the provisions of clause 2 the User may authorise other persons to drive the Vehicle. It is the User’s responsibility to ensure that all drivers hold a full and valid driving licence and that they fully comply with these Loan terms and conditions.
- The Vehicle may not be used for hire or reward, rallying, organised motor sport, track, circuit (including off-road circuits, tracks or facility) or be taken outside the United Kingdom during the period of the Loan, except with Jaguar Land Rover’s prior written consent.
- The User and any other driver permitted to drive the Vehicle by the User shall drive the Vehicle at all times in a safe and responsible manner in accordance with all applicable road traffic laws and regulations.
- The User shall not disengage any active safety features on the vehicle unless previously approved in writing by Jaguar Land Rover.
- The User shall take good care of the Vehicle and return it in the same condition as received from Jaguar Land Rover, except for normal wear and tear. A Vehicle return condition standard is attached. The User shall regularly check oil and water levels, condition of tyres, and ensure that maintenance is carried out in accordance with the owner’s manual.
- The User will report any accident or damage to the Vehicle to their insurers and to Jaguar Land Rover immediately, and the User shall comply with any reasonable procedure for the Vehicle’s repair and, in particular, permit no repairs until they are authorised by insurers and Jaguar Land Rover. All repairs and servicing must be carried out by a franchised Jaguar Land Rover dealer or a Jaguar Land Rover Approved Repairer.
- At all times Jaguar Land Rover retain title to the Vehicle which includes all salvage rights, disposal and categorisation in the event that the Vehicle is deemed to be a total loss.
- The User shall ensure that when left unattended, the Vehicle will be locked, its keys removed, alarm, activated, the steering column lock applied and all reasonable precautions taken to protect the Vehicle from theft or damage.
- The User shall bear the cost of fuel used, oil used, repair and replacement tyres. The User must also return the vehicle to Jaguar Land Rover with a minimum of a quarter tank of fuel.
- The User shall not permit any Vehicle modification unless previously approved in writing by Jaguar Land Rover.
- The User shall ensure the Vehicle is not used unlawfully, illegally or for any immoral purpose or so as to invalidate the insurance, including ensuring that no-one drives the Vehicle under the influence of alcohol or drugs.
- The User shall not smoke nor allow anyone else to smoke in the Vehicle
- The User shall be liable for loss or damage caused by wilful misuse and any loss, damage or liability which is not covered by insurance.
- The User shall promptly notify and furnish Jaguar Land Rover with every demand, notice, summons, process and pleading received in every suit, action or claim arising out of the Loan of the Vehicle and shall cooperate with Jaguar Land Rover and the insurer in defending the same.
- The User shall not permit any lien or charge to be created over the Vehicle nor permit anything to happen which is inconsistent with Jaguar Land Rover’s ownership of the Vehicle.
- The User shall be responsible for the payment of any and all fines, charges or penalties arising from the use of the Vehicle during the Loan. Upon receipt of the relevant notification from the party or authority requesting payment Jaguar Land Rover may, by exception, in order to avoid escalation and penalties resulting from late payment, make payment. This payment is made by Jaguar Land Rover without prejudice to the User’s

obligation to pay congestion and toll charges, fines and penalties and the User remains fully responsible for promptly refunding Jaguar Land Rover the full value of all amounts paid by Jaguar Land Rover in respect of the fine, charge or penalty.

19. Jaguar Land Rover will provide the borrower with details of the vehicle to enable the borrower to calculate the taxable benefit (if any) that arises from the use of the vehicle. Jaguar Land Rover recommends that this loan form is retained and that a tax advisor is consulted when completing the tax return.

INDEMNITY

The User is fully responsible for and by signing this Loan agreement agrees to defend, indemnify and hold harmless Jaguar Land Rover, its parents, subsidiaries, affiliates, officers, directors, agents and employees from and against: (i) any and all fines, charges and expenses incurred in respect of congestion charges for London (or any other jurisdiction), except if incurred by Jaguar Land Rover whilst delivering the Vehicle to the User within a congestion charge zone; (ii) any and all other fines, charges, penalties and expenses imposed for parking, speeding, traffic or other Road Traffic Act 1998 offences incurred; and (iii) all other claims, loss, costs, expenses, damages, including reasonable legal fees, that arise in connection with the Vehicle while the Vehicle is in the possession, custody, or control of the User or other permitted drivers.

CONTRAVENTIONS OF THE ROAD TRAFFIC ACT 1988 (or any subsequent amendments or successor legislation).

Upon notification of any traffic offences relating to use of the Vehicle during the Loan period, Jaguar Land Rover will forward the User's details directly to the requesting authorities.

Please note: The User is advised to maintain a record of each driver permitted (in accordance with these Loan terms and conditions) to use the Vehicle during the Loan period to ensure the correct driver is identified.

SECTION A* Details of User's insurance are recorded below:

Insurance Company	Policy/Certificate/Cover Note Number

Jaguar Land Rover does not provide insurance coverage for personal accident benefits or personal property that may be lost or stolen.

RETURN OF VEHICLE

Unless otherwise advised the User is responsible for the return of the Vehicle to Jaguar Land Rover at the location for return designated in this Loan, or such other location as notified in writing by Jaguar Land Rover, by the due date, or to surrender the Vehicle immediately if the Loan is terminated earlier. In the event of failure to return the Vehicle Jaguar Land Rover shall be entitled to enter upon premises to repossess the Vehicle and the User hereby indemnifies Jaguar Land Rover against all claims or rights of action arising therefrom.

I have today received back the above-mentioned Vehicle on behalf of Jaguar Land Rover Limited and confirm termination of the Loan period.

Signed: _____ Date: _____ Department: _____