

Agreement for the purchase and use of a motor vehicle

This Agreement is made on [INSERT DATE] between:

The Wardens of [INSERT NAME OF CHURCH]
(referred to in this Agreement as **the Owner**)

and

[INSERT NAME OF THE MEMBER OF STAFF WHO IS THE USER OF THE
MOTOR VEHICLE}
(referred to in this Agreement as **the User**).

Preamble

- A. The Owner has agreed to purchase a motor vehicle which will be made available for the exclusive use of the User for so long as the User continues to hold an ecclesiastical office in the Parish or be employed by the Owner as the case may be.
- B. This Agreement sets out the terms under which the motor vehicle will be made available to the User.

The Owner and the User agree as follows:

Definitions

In this agreement unless the context otherwise requires -

Minister's Expense Account ('MEA') means an account controlled by the Owner which may be applied in and towards meeting certain ministry expenses of the User.

Motor Vehicle means the motor vehicle described in the Schedule that is or will be owned by the Owner.

Parish means the parochial unit in which the church or churches of which the Owners are wardens is or are situated from time to time.

Purchase and registration of the Motor Vehicle

1. The Owner agrees to purchase the Motor Vehicle for use by the User from any available balance of an MEA and/or from other funds made available to the Owner by the User.
2. The Motor Vehicle is to be registered in the name of the User with the name of the Parish entity holding an exemption from stamp duty from the Office of State Revenue detailed in the registration particulars.
3. Notwithstanding the registration of the Motor Vehicle in this manner the Motor Vehicle remains the property of the Owner under the terms of this Agreement.

Exclusive Use

4. Subject to the term of this Agreement the User has the exclusive use of the car at all times while this Agreement is in force for such purposes as are determined solely by the User.

Insurance and Maintenance

5. The User must –
 - (a) ensure that the Motor Vehicle is comprehensively insured at all times,
 - (b) not do anything that may void this insurance, and
 - (c) ensure that the Motor Vehicle is regularly maintained and otherwise kept in a good state of repair.

Payment of Motor Vehicle Expenses

6. On presentation of an invoice or claim for reimbursement by the User, the Owner will pay through an MEA or from another source of funds available to the User, to the extent that funds are available for the purpose, all amounts in respect of the Motor Vehicle, including incidental costs and expenses, comprising the following while this Agreement is in force –
 - (a) registration and compulsory third party insurance,
 - (b) running expenses, including fuel, oil, tyres and batteries,
 - (c) maintenance, repairs, servicing,
 - (d) fines and other penalties arising from use of the Motor Vehicle,
 - (e) comprehensive insurance,
 - (f) any excess payable on any insurance claims,
 - (g) reimbursement to the church of any insurance claims rejected by the insurance company, and
 - (h) such other costs and expenses agreed by the parties from time to time.

Disposal of the Motor Vehicle

7. The Owner must transfer the ownership of the car to the User if -
 - (a) the User gives a written direction to the Owner to do so, or
 - (b) at the time of purchase of the Motor Vehicle by the Owner the User was an employee of the Owner or an officeholder of the Parish and the User ceases to be an employee or officeholder, or
 - (c) this Agreement ceases for any reason to be in force,provided that the User has first discharged any then outstanding liability owing in respect of the Motor Vehicle either from the User's personal funds or any amount in the MEA that can be applied for this purpose.
8. The User may elect for the Motor Vehicle to be sold, or otherwise disposed of, to a person other than the User and in such case the User–
 - (a) is responsible for arranging such sale or disposal, and
 - (b) is to receive the proceeds of the sale or disposal.
9. The User is responsible for payment of any costs and expenses incurred by the Owner in respect of disposal and transfer of the Motor Vehicle.

Change of Wardens

10. The parties agree that if while this Agreement is in force –

- (a) 1 or more persons (“outgoing wardens”) cease to act as wardens of a church of the Parish; and
- (b) 1 or more persons (“incoming wardens”) are duly elected or appointed to act as wardens of a church of the Parish in place of the outgoing wardens; and
- (c) a notice signed by the wardens and the incoming wardens is given to the User advising the matters referred to in paragraphs (a) and (b),

then subject to subclause (2) the incoming wardens shall from the date of the notice be taken to have entered into this Agreement as the Owner in place of the outgoing wardens.

9. The parties acknowledge and agree that upon a notice under clause 8 being given -

- (a) any rights exercisable by or benefits arising or that have arisen for the benefit of the outgoing wardens under or in respect of this agreement shall from the date of the notice be exercisable by and shall arise and be taken to have arisen for the benefit of the incoming wardens; and
- (b) the outgoing wardens remain liable for, and the incoming wardens have no liability for, any claim or demand of any kind arising under or in respect of this agreement as a consequence of any act or omission by the outgoing wardens prior to the date of the notice.

Schedule

Description of Motor Vehicle -

Make:

Model:

Compliance Date:

VIN:

Registration:

Signed by the Owner

Signed by the User:

(Warden – Name)

(Name)

(Warden - Name)

(Witness - Name)