**Please refer to the Camden Season Ticket Loan Scheme Guide to assist with your application.**

**Please complete this form electronically, print it out, and sign it before emailing to:** **hrservices@camden.gov.uk**

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| **SECTION ONE: PERSONAL INFORMATION** |
| **First Name** |  |
| **Surname** |  |
| **Employee Number** |  |
| **CONTACT DETAILS** |
| **Address line 1** |  |
| **Address line 2** |  |
| **City or town** |  |
| **County** |  |
| **Postcode** |  |
| **Telephone no** |  |
| **Email address** |  |
| **CAMDEN EMPLOYMENT  INFORMATION** |
| **Job title** |  |
| **Department/School** |  |
| **Employment start date** |  |
| **Annual Salary** |  |
| **Line managers Name****and contact details** |  |

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| **SECTION TWO: SEASON TICKET LOAN DETAILS** |
| The amount of the Season Ticket Loan requested must be no greater than the actual cost season travel ticket loan that you will use to travel to work on public transport from your home address. (together the “**Approved Purpose**”)The Season Ticket Loan cannot be used for any other purpose.The maximum amount of the Season Ticket Loan is £10,000, however the actual amount agreed will be determined based on the maximum value of all active loans you have with the Council being no more than £10,000.  |
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| **Journey Type (e.g. bus, train, tube)** |  |
| **Journey Start Location** |  |
| **Journey End Location** |  |
| **Season Ticket Value** |  |
| **Loan Value Requested** |  |
| **Start Date of Season Ticket** |  |
| **Payroll Month for Loan Payment** |  |

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| **SECTION THREE: SIGNED DECLARATION** |
| AgreementI confirm that if my application for a season ticket loan is accepted, contents of this application, including this declaration and the terms and conditions of the season ticket loan scheme which are attached will form my agreement (**the Agreement**) with Camden Council (**the Council**) in relation to this loan.The agreement between the Council and me will come into existence after:1. I have completed and signed this application form;
2. I have signed the terms and conditions of the Loan Scheme attached to this Agreement;
3. I have confirmation that my application has been accepted by the Council paying the amount of the approved loan into my account as set out in the terms and conditions.

Eligibility Requirements.I confirm at the time the loan is requested my contract of employment is:* Either open-ended and I expect to remain in service for at least a further 12 months; or
* Fixed term and my contract will have at least 12 months remaining after approval of the loan.

I confirm that I am not in receipt of essential car user allowance or a car loan. I confirm that my application for the loan is to fund payment of a season ticket loan that I will use to travel to work on public transport from my home address.Approval of the Loan and PurposeI confirm that the Council has sole discretion to determine: (i) whether to provide a Season Ticket Loan and (ii) the amount of any Season Ticket Loan. The maximum value of the loan will not exceed **£10,000.** I confirm that the loan, if granted, will be sufficient to cover all the relevant fees.I confirm the Season Ticket Loan will only be used for the Approved Purpose (See Section 2).I confirm I will provide the Council with evidence of: an official record of the initial price quoted for the ticket by travel companies, payment of the fees to the relevant travel company and a copy of the season ticket itself (including any photo card) available within 30 working days of receiving the loan payment**.** I understand that random spot checks may be made throughout the periods of the loan and confirm that I will make the season ticket (including any photo card) available for inspection on the request of line management and other relevant council officers. **I agree and acknowledge that failure to submit proof of payment the Season Ticket Loan will immediately become repayable and will be recovered from any salary payments.**Repayment of the LoanI agree to repay the Season Ticket Loan advanced to me by deductions equal monthly instalments from my salary paid over a period of ten months commencing the first salary payment after receipt of the loan. I agree and acknowledge that should my employment with the Council terminate at any time before the Season Ticket Loan has been fully repaid, the outstanding balance of the Season Ticket Loan will immediately become repayable and will be recovered from any salary payments.If the outstanding balance of the Season Ticket Loan is larger than any salary payments due to me before the termination of my employment, I agree to repay the total outstanding balance before the last day of my employment at Camden or, if I do not work any notice period, within 7 days of my last day of employment at Camden.Should I cancel my season ticket and receive a partial or full refund of fees from the travel company I will inform the Council’s HR team hrservices@camden.gov.uk immediately in writing and make arrangements for immediate repayment of the outstanding loan balance.Should my salary reduce for whatever reason, the Council is permitted to continue to deduct the Season Ticket Loan repayments as agreed.Final DeclarationsI confirm the information I have provided is true and correct. I confirm that the statements above are true and correct and that I will immediately inform the Council if any of the statements become untrue. I understand that if any of the statements made above are untrue at the time I sign this agreement that: (a) this may render me subject to disciplinary action under the Council’s procedures and (b) I may be subject to further investigation and possible civil or criminal liability.I confirm that I have read and understand the terms and conditions attached, the terms and conditions, together with this application form and declarations will constitute the agreement between the Council and me relating to the Season Ticket loan.  |
| **Signature:** |  |
| **Date:** |  |
| **This form should be signed and emailed to** hrservices@camden.gov.uk |

**Terms and Conditions of Season Ticket Loan Scheme**

1. Camden Council (**the Council)** offers staff this interest-free loan to directly paid employees on the basis the funds are used only for payment of fees to purchase a season travel ticket that will be used by the employee to travel to work on public transport from their home address, provided they:
	1. Are not in receipt of essential car user allowance or a car loan
	2. Their employment contract is due to remain in place for at least 12 months from the date of the loan application
2. To be eligible for a loan the employee must have sufficient net pay to cover the monthly deduction of the loan.
3. In the above application form, declaration and in these Terms and Conditions, the term “**Employee**” refers to the applicant for the loan.
4. Season Ticket Loans may only be used for the approved purpose set out above, and appropriate evidence of how the Season Ticket Loan has been used must be provided upon request.
5. You are expected to use your season ticket for travel incurred during the discharge of your duties and you will not be reimbursed for any travel costs incurred for journeys covered by the season ticket.
6. The amount requested must be no higher than that required to pay the quoted cost of the season travel ticket.
7. If granted, the loan will be paid to the Employee in a single payment at the same time as the with the applicant's salary into the Employee’s bank account.
8. Under current HM Revenue & Customs rules, provided the aggregate of all interest-free loans provided by Camden Council does not exceed £10,000, it will be treated as a tax-free benefit.
9. The loan will be repaid in full in ten equal instalments from salary payments, subject to the provisions of paragraph 11 which sets out the circumstances when the loan will be repayable in full. The Employee authorises the Council to give effect to the repayment by deducting the amount due under each instalment from the Employee’s salary. The first repayment will normally be deducted in the month following that in which the loan has been paid.
10. No further Season Ticket loan will be made until the respective season ticket loan has been discharged.
11. The full amount of the loan due to the Council will become due and payable in the following circumstances:

11.1 The Employee fails to pay any sum payable by it under this agreement when due, unless its failure to pay is caused solely either by:

* + 1. an administrative error or technical problem and payment is made within seven days of its due date: or
		2. an event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or that otherwise prevents the Borrower from complying with their obligations under this agreement.

11.2 The Employee ceases to be employed by the Lender for any reason.

11.3 The Employee uses the Loan for any purpose other than the Approved purpose.

11.4 The Employee fails to make available for inspection the season ticket (and any photo card) when requested by line management and other relevant council officers.

11.5 Either:

* + 1. the Employee stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due; or
		2. a petition for a bankruptcy order is presented or a bankruptcy order is made against the Employee or the Employee makes an application for a bankruptcy order or
		3. The Employee dies.
1. If for any reason the fees paid to the relevant travel company are reimbursed, the employee must notify Camden HR and arrange for immediate payment of the outstanding loan balance to the Council.
2. If the full amount of the outstanding loan is not recovered from the employee’s final salary or for any other reason, the Council will recover the outstanding balance from any salary or other payments due and reserves the right to pursue payment of any unpaid amount.
3. Employees who require a loan should complete the application form and submit it via email to hrservices@camden.gov.uk. Applications should be made at least one month before payment of the loan is required.
4. Within 30 working days of receiving the loan payment the employee must present formal confirmation to HR Services of the purchase of a season ticket in the form of a receipt from the relevant travel company; evidence of payment such as a copy of a bank statement or credit card receipt and a copy of the season ticket itself (where available).
5. Employees using the loan for a purpose other than those set out above or applying for an amount higher than the fees incurred, will be subject to disciplinary action under Camden Council Disciplinary Procedure. Managers colluding with employees to abuse the scheme may similarly be subject to disciplinary action. The Council considers that abuse of the scheme is likely to amount to fraud.
6. Application for and acceptance of the loan confirms the employee agrees to keep the Council informed of any changes in their circumstances which may affect continued eligibility to work, enter or remain in the UK. It is the employee’s responsibility to ensure that the Council is informed of any changes in their circumstances and failure to do so could affect their continued employment.
7. Notices
	* 1. Any notice or other communication given under this agreement must be in writing and must be delivered by hand or sent by first class post or other next working day delivery service.
		2. Any notice or other communication to be given under this agreement must be given to the relevant party at the relevant address stated at the start of this agreement or as otherwise specified by the relevant party in writing to the other party.
		3. Any notice or other communication given under this agreement will be deemed to have been received: if delivered by hand, at the time it is left at the relevant address; or if sent by first class post or other next working day delivery service, on the second working day after sending.
8. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.
9. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

I confirm and agree to the above terms and conditions of the Camden Council Season Ticket Loan Scheme

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| **Name (CAPS):** |  |
| **Signature:** |  |
| **Date:** |  |