**Addendum**

**Agreement related to the use of the company’s car**

Between [Company]

[Insert address of the company and company reg. (CVR) no. XXXX]

(called “the Company” in the following)

And [Insert name of employee]

[Insert address and cpr-number]

(called “the Employee” in the following)

The Company puts the following car at the disposal of the Employee for the use of commercial driving in the Company’s service, including private driving by further agreement.

It is requisite for the use that the car is only driven by persons with a valid driver’s license as you must ensure safe use, including if you let family members use the car.\*

The following company car, which is at the disposal of the Employee, must always be at his/her disposal during working hours.

[Insert car brand and registration number]

**Traffic offence (reckless driving)**

This addendum is devised in connection with the event that new rules about reckless driving have been implemented in the Danish Road Traffic Act.

The new rules constitute a risk of confiscation of company cars – as well as leased cars – in case of reckless driving, which, among other things, include:

* …. Driving with a speed that exceeds the speed limit by more than a 100 pct. when driving over 100 km/h.
* …. Driving with a speed of 200 km/h or more.
* …. Drink-driving with a blood alcohol level over 2,00.

If a company car leased or owned by [the name of the Company] – contrary to expectation – is confiscated, you are personally liable for all expenses which [the name of the Company] is inflicted thereby.

This applies regardless of whether the car has been driven by yourself, a family member, or others that [the name of the Company] has allowed to drive the car in question as arranged.

In case that the Employee, against agreed contract, puts the company car at the disposal of other persons than the allowed ones, the Employee undertakes an unassisted liability for any damages on the car and for losses in connection with the confiscation of the car in consequence of reckless driving.

A loss in consequence of confiscation of the car can be deducted in your salary, bonus and/or holiday pay. Any unsettled amounts will be pursued compensated as a claim for damages.

The Employees terms of employment remain unchanged referring to the valid employment contract.

With his/her signature below, the Employee confirms to have understood and accepted the rules regarding use of the car, including the consequences for the Employee if the Danish Road Traffic Act is offended as mentioned.

[Insert town], [date]

On behalf of the Company

……………………………………………… ………………………………………………

[Insert name and title] [Insert name of the Employee]

**\*Refer to agreement about whom, apart from of the Employee, can use the car (if relevant).**