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# VEHICLE POLICY

Policy Owner – Senior Manager - HR

## Document History

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## Document Authorisation

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# Company Vehicle Policy & “Driving for Work” Handbook

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## 1.0 Introduction

### 1.1 Foreward

This **Vehicle Policy & “Driving for Work”** Handbook applies to all drivers employed by **J & E Hall Limited** (the applicable entity being referred to throughout this policy as the “**Company**”). It is designed to outline your responsibilities as a driver/recipient of a:

- **Company vehicle:** refers to either a company-owned car or van or a leased car or van procured by the Company, in either case provided to an individual for the purposes of their role.
- **Car/Cash allowance:** an annual allowance, paid monthly at the same time as an employee’s salary for using a privately sourced vehicle for business purposes as an alternative to a company car. A car allowance is not considered as part of salary and will not be included in calculations for pension deductions, redundancy, or Company Sick Pay (this list is not exhaustive) Cash/ Car allowances are subject to normal statutory deductions.
- **Private car use:** ad-hoc mileage claims made by employees who use their own car for business purposes who are not eligible for a company vehicle or cash allowance.

Employees who are provided with a company vehicle accept in return certain obligations and responsibilities. This Policy/ Handbook sets out these obligations as terms, conditions and undertakings required from the employee to whom the company vehicle is allocated. In this way, there should be no misunderstanding as to the extent of the employee’s responsibility. These terms and conditions form part of the employee’s terms and conditions of employment.

The Company is committed to road safety and this Policy/Handbook is a key document in terms of detailing the Company’s expectations and the employee’s legal obligations on the use, servicing, running and many other aspects of the Company and/or private vehicles. Employees are asked to read this document carefully and make sure it is understood fully. It is the driver’s responsibility to ensure that their vehicle is roadworthy at all times and is driven in a safe manner. It is also every driver’s responsibility to ensure the safety of themselves, their passengers and other road users.

The Company has the right to amend or vary any of the procedures and/or rules set out in this Policy/Handbook at any time.

### 1.2 Policy Scope

This policy applies to all employees of the Company.

Certain roles within the Company will attract the benefit of a car or other vehicle, either because of a work-related need, or due to the level of seniority of the post-holder. Some employees need to be mobile in many aspects of their jobs. Cars (including vans) or car allowances are provided as a work tool for specific roles, where there is a business need. The need can be either for mobility purposes or the geographical spread of responsibility. Where the required use of a car is occasional, mileage claims as an employee expense may be given instead.

The provision of a business need vehicle is primarily to enable the post holder to carry out the company’s business, whilst any private use is secondary. The company car should be brought with the employee to their place of work every day (unless it is authorised by HR previously), and if necessary, made available to members of staff authorised to drive company vehicles, during normal working hours.

The Vehicle Policy & “Driving for Work” policy guidelines will take effect from 1<sup>st</sup> July 2019. The Senior Manager - HR has overall responsibility for implementing and monitoring this policy, which will be reviewed on a regular basis following its implementation and additionally whenever there are relevant changes in legislation or to our working practices.

Employees must familiarise themselves with all the information contained within this Policy/Handbook. Employees are required to sign the Policy Acceptance/Declaration Form online as acknowledgement of their obligations and full understanding of the terms and conditions outlined within this policy. However, if the employee fails to do so, this Policy still applies.

The Company can withdraw the provision of a company vehicle or cash allowance at any time, including:

- if the employee’s employment is terminated.

- if the employee loses their driving licence.
- in the event of the employee being on long term absence.
- if the employee breaches any part of this Policy/Handbook, including any failure to sign and return the Policy Acceptance/Declaration Form.

### 1.3 Eligibility/Allocation Guidelines

The Company provides a car /cash allowance for some employees as an alternative to a Company vehicle accordance with their contracts of employment. Their contract will show whether an employee is eligible for a car/ cash allowance and the level at which this is provided.

The provision of a company vehicle is allocated based on business need or as a contractual benefit. A car / cash allowance is currently provided if an employee has a contractual entitlement to such.

Eligibility is conditional on a continued business need for the vehicle or allowance and may be varied or withdrawn at our discretion - this may be where the role changes or circumstances of the role changes. The Company retains the right to change the allocated vehicle at any time but will always endeavour to meet the expectations of the driver and the requirements of their business role. The Company will also at its discretion re-allocate an existing vehicle from the fleet.

Once ordered a vehicle will be expected to be retained by the driver for the full term of the benchmark four-year cycle of contract hire. Any exception to this rule will be at the discretion of the Company and will take into consideration all circumstances including the financial implications and mileage.

To qualify for a company vehicle the following conditions must be met and evidence provided:

- Driver holds and continues to hold a current and valid driving licence;
- Driver does not have any medical condition or disability, including temporary disability, which affects their driving;
- Their accident record is acceptable to the Company;
- The employee agrees to the terms of this **Vehicle Policy & “Driving for Work”** Handbook.

**Occasional Business Use (personal car)** - those who are required to use their personal car for business purposes on an occasional basis are eligible to claim mileage expenses. The following core requirements must be met:

The **Employee** must have:

- A full valid driving licence

The **Car** must be:

- Fully maintained in roadworthy condition and have a valid MOT certificate
- Fully insured for business use
- Be suitable to accommodate the requirements of the role

Motor breakdown cover is also strongly recommended to all ad-hoc drivers.

### 1.4 Authorised Drivers

Employees are responsible for the Company vehicle allocated to them and for conforming with and carrying out the instructions explained in this handbook. Employees are responsible for ensuring that no unauthorised person drives a company vehicle whilst it is in their care.

The car may be driven by the Employee and;

- The Employees spouse or partner and immediate family, over the age of 21 and those under the age of 21 with HR prior approval and living at the same address as the employee.
- Any other Company employee authorised by the Company who has been licence checked via the DVLA.

- In the event of an emergency, e.g. accident, ill health or disablement of the employee/car driver, another person holding a valid driving license (needs prior verification) is permitted to drive the Company car to a home address or a point of collection. Please note - it is the responsibility of the employee who has been assigned the company car to ensure the other driver has a valid licence.
- A representative of an authorised garage when the car is required to be driven by that representative for the purposes of servicing or repair.
- Individuals holding provisional licences are **not permitted** to drive the car.
- Use of a company vehicle by an authorised driver is restricted to social and domestic use only and not in connection with any non-Company business use, by the authorised driver.

Authorised drivers are not allowed to take the Company's vehicle abroad unless accompanied by the Company employee to whom the vehicle has been allocated. The use of the Company's vehicle by authorised drivers is subject at all times to the availability of insurance by the Company's insurers.

If any authorised driver is involved in an incident the same conditions apply as per the allocated driver as set out in this handbook.

The Company reserves the right to:

- refuse any authorised driver.
- disqualify an existing authorised driver from further use.
- re-charge any additional costs incurred in connection with the use of the vehicle by any authorised driver.

If an unauthorised person drives the employees company vehicle, such use will not be covered by the Company's motor insurance. Employees should note that any person driving an uninsured vehicle is liable to police prosecution, as well as for any damage caused in the event of an accident. Unauthorised use of a company vehicle may also lead to disciplinary action up to and including dismissal for the authorised driver.

Please also refer to section 5.6 which refers to taking leased vehicles abroad. In essence, permission must be obtained through the lease provider, **sgfleet** who will need to issue appropriate documentation (VE103 certificate).

### **1.5 Health & Safety – Company and Driver responsibilities**

The Health and Safety at Work Act 1974 places duties on employers to ensure that they conduct all their work undertakings in such a way as to ensure, so far as is reasonably practicable, that persons not in their employment who may be affected thereby are not exposed to risks to their health or safety. **sgfleet** will be arranging individual risk assessments for drivers based on criteria such as high mileage, endorsements on licence, accident history etc. in order to identify appropriate measures to be taken, including any training needs to be addressed.

There are also duties on all employees imposed by the Health and Safety at Work Act 1974, these extend to all drivers at work. Under the Health and Safety at Work Act 1974, every employee has a duty to take reasonable care for the health, safety and welfare of themselves and others whilst at work.

This means that you are duty bound under the law to ensure that you 'work' safely and must not knowingly do anything which may put yourself or others (co-workers or members of the public) at risk.

The carrying of gas cylinders is strictly prohibited in cars.

The carrying of tools in cars is allowed, they are to be stowed securely in the boot of the vehicle and not on the passenger seats or foot wells of vehicles.

### **1.6 Data Protection**

In order to provide the services offered by **sgfleet**, they will need to collect and hold certain personal information about employees and other individuals who are authorised to drive the company vehicle.

Only information about the employee that is necessary for the purposes of your participation in the scheme has been passed by J & E Hall to **sgfleet** or collected by **sgfleet**. Except to the extent that **sgfleet** is required or permitted by law, **sgfleet** will only process this information (and other information collected by it) in accordance with the Company's instructions or as required for the administration of the scheme and for no other purpose.

Please note that as part of **sgfleet's** services, it may disclose your personal information to;

- Other companies in the **sgfleet** Group
- The Company as your employer
- Anyone from whom **sgfleet** obtains finance for the purposes of the scheme
- **sgfleet's** agents, service providers and/or subcontractors used by it in connection with the services
- The supplier or purchaser of the vehicle
- The Company's insurance provider
- Conduct other transactions or services that you request in connection with the services
- HMRC
- Such persons required by law

By participating in the scheme, employees consent to the above use of personal information and to the processing of any sensitive personal information such as driving convictions or health issues that might impact on your driving ability.

Employees must not give **sgfleet** personal information about someone else (such as authorised or additional drivers) without first getting his or her consent for it to be used and disclosed in the ways described above. When providing **sgfleet** with this information, employees confirm that they accept the obligation to inform any authorised or additional drivers about this use of their personal information and that the employee has their authority to consent to the processing on their behalf. **sgfleet** will assume he/she has consented to the use of their personal information as set out above.

## 1.7 Disciplinary Action

Any breach of the policy will be dealt with under the Company's disciplinary procedure.

## 2.0 Company-owned or Leased Vehicles

### 2.1 Vehicle Selection

You will be informed upon the commencement of your employment or of a new role, your entitlement to a company vehicle. A list of vehicles meeting your grade criteria will be provided. **sgfleet** will then provide quotations adding any required specification onto the vehicle (subject to approval by the company). The quotation cannot exceed the Whole Life Costs and rental limits for your specified budget.

The employee's selection must be approved by their line manager as being suitable and appropriate for use in their particular job role. The Company reserves the right to refuse a selection if it considers the car inappropriate or if a future re-allocation of the car is considered to be difficult. In all cases where an employee's choice is refused, the Senior Manager - HR will make the decision and the decision will be final.

If an employee requires alterations to the vehicle on medical grounds, these may be arranged at our expense provided a medical certificate, issued by a doctor appointed by us, supports the request. Drivers need written consent from HR and our Insurance Company before making any modifications to a company vehicle.

On the basis of the needs of a particular job function, the Company may insist upon a particular car model variant (e.g. estate), or the addition of certain extras (e.g. roof rails/tow bar).

If a company car driver is promoted to a higher car band they cannot change vehicles. When the lease on their current vehicle has ended they can then order a vehicle in their new band. If a company car driver is promoted to a higher band and they are paying Personal Contributions towards their company car, then their contributions will be reduced accordingly.

## 2.2 Lease/Retention Period

As a general rule cars and vans will be leased for 36 - 48 months. The contract mileage will be benchmarked at 80,000 miles although the Company reserves the right to write contracts according to the most cost-effective profiles based on relevant historical data, job role etc.

## 2.3 Authorisation Process

The employee's vehicle selection must be approved by their line manager as being suitable and appropriate for use in their particular job role. Six months prior to the expected return date of your existing vehicle you will be contacted by **sgfleet** to confirm the procedure for ordering a new vehicle. A list of vehicles meeting the employees grade criteria will be provided. **sgfleet** will then provide quotations adding any required specification onto the vehicle. The quotation cannot exceed the Whole Life Costs and rental limits for the employee's grade.

Demonstrators are available upon request from **sgfleet**.

## 2.4 Ordering a company car

Once an employee has selected a suitable vehicle they should submit their order to **sgfleet** who will seek final authorisation from the Company to progress the order. They will liaise with the employee to coordinate collection of their existing vehicle and delivery of the new vehicle as appropriate. Orders for renewals will not be accepted prior to 4 months before the end of the lease period.

## 2.5 Re-allocation of Company cars

If a company car is returned prior to the end of the lease, this vehicle may then be available for permanent re-allocation to those drivers eligible to replace their current car, or to new starters that have not yet ordered a new car. **sgfleet** can provide details of cars available for re-allocation. Any new driver taking possession of a re-allocated vehicle should note any damage and report this to HR/**sgfleet**. Any necessary repairs can be attended to and we can ensure any such damage is not attributed to the new driver when the car is returned.

## 2.6 New Starters

For all new employees, their letter of engagement will include reference to the options available to them and provides details of any company car option or will quote a cash allowance relative to their job grade.

New Starters will not necessarily be entitled to order a new car. Should the Company have a surplus of unallocated vehicles within the car fleet, the Company reserves the right to re-allocate an existing vehicle until the end of its lease or until it is due for replacement.

## 2.7 Accessories Policy

Employees may request to install manufacturer's optional extra to Company cars. Reasonable extras will be allowed; however, no model changes are permitted. The price of the accessory will be added to the value taken into account for p11d purposes.

All accessories fitted prior to delivery of the leased vehicle will remain the property of the Company and must be in full working order when the car is returned at the end of the period of hire. Any accessories fitted after delivery (typically roof and cycle racks) must be pre-authorised by the Company, manufacturer-approved and will be fitted at the employee's expense. The employee will be responsible for their repair and maintenance and must be removed at the employees expense prior to collection.

When removed, the employee will compensate the Company for any damage to or any reduction in the value of the car caused. Otherwise the employee can make no alterations or modifications to the car without the Company's prior written consent unless obliged to do so by law.



The employee must advise **sgfleet** if they intend to tow a caravan or trailer. If approved this will be at the employee expense. Any caravan/trailer will be insured for third party cover only whilst the caravan/trailer is attached to the company vehicle and not at all when it is detached from the vehicle. Therefore, the employee should ensure that they have your own insurance in place. The maximum weight of the caravan/trailer must not exceed the kerb weight of the company vehicle. The employee must ensure that they are fully familiar with the Highway Code regulations on towing.

In the event of the employee leaving employment for any reason, ceasing to be entitled to a Company car or changing their vehicle for whatever reason there is no entitlement to compensation.

Requests for changes to the vehicles' gearbox, for example the provision of an automatic gearbox will be reviewed on an individual basis taking into consideration, the mileage covered by the driver and any specific medical justification for the change. Such requests should be highlighted on the Company Car request form and referred to your Line Manager/Senior Manager - HR.

## 2.8 Personalised Number Plates

Cherished number plates are allowed but not encouraged because they can cause delays and complications. You must adhere to the following conditions re personalised or cherished number plates:

- You must bear all the costs associated with the number plates and you may be asked to help with the transfer administration.
- These must be removed at least one month before the vehicle is returned.
- If you return your car to the lease supplier still registered under a cherished number plate, **sgfleet** reserves the right to sell the car without consulting or compensating you.

## 2.9 Use of Pool Cars

Occasionally employees may be allocated a Pool Car on a long-term basis whilst awaiting a Company Car. In such circumstances employees should be aware that if the Pool Car is used for private mileage that this is a taxable benefit in the same way as a Company Car, private mileage must therefore be recorded using the monthly mileage submission process.

## 2.10 Hire/courtesy vehicles

Hire cars are available if your leased or company-owned car is un-driveable due to accident, mechanical failure or a service and no pool vehicle is available, a replacement car can be arranged by contacting the **sgfleet** Rental Department on Tel. 0344 85 45 103

You use the lowest hire grade of vehicle that suits your business need (as outlined below).

Grade	Short Term	Long Term (>2 weeks)
Grade 6	V1 or V2	V1 or V2
Grade 5	Grade D	Grade D
Grade 4	Grade D	Grade D
Grade 3	Grade D	Grade H(a)
Grade 2	Grade D	Grade H(a)
Grade 1	TBC / Grade D	TBC / Grade H(a)

**Please note the priority will always be to get you mobile again and this may mean a vehicle is allocated to you outside of the above.**

- On delivery of the hire vehicle, check its external bodywork condition and ensure any damage is recorded.
- The employee should also check that the fuel level stated on the rental agreement matches the actual level. The employee must sign a collection note confirming the condition.
- Should the employee need to extend the hire or return the vehicle before the stated hire period, inform **sgfleet**. There is a charge for an abortive collection if the vehicle is not released at the time agreed.
- When the employee no longer requires the hire vehicle, the employee is responsible for contacting **sgfleet** who will arrange to terminate the hire. The hire vehicle should be returned in the condition in which it was collected and

with the same amount of fuel as supplied on delivery. Drivers should obtain a signed collection note confirming the condition.

### 2.11 Return/hand-over of Company leased vehicle

When returning an old company car, whether that is in exchange for a new vehicle, due to opting out of the scheme or leaving the employment of the Company, the employee must ensure that you carry out the following instructions;

- **Make sure the car is thoroughly washed and vacuumed**
- **Ensure that it has a minimum of £10 worth of fuel**
- **Remove any personal belongings**
- **Personal accessories removed and any resulting damage properly repaired**
- **Leave the manufacturers handbook in the glovebox**
- **Hand back duplicate car keys/fob/fuel cards**
- **Swap your Company driver handbook to your new car**

If the vehicle has reached the end of the contract lease it will be collected and taken for auction sale. **sgfleet** will instruct an independent third-party collection agent to undertake a vehicle inspection report. If any damage is noted, you will be advised and you will then have the opportunity to check the condition report against the vehicle before it leaves the premises.

“Fair Wear and Tear” damage guidelines summarise the degree of deterioration judged to be reasonable when a company car is returned at the expiry of its lease period – as outlined by British Vehicle Leasing & Rental Association (BVRLA). Any resulting damage will be discussed with the driver on an individual basis and where we deem this has resulted from driver abuse/negligence then the Company reserves the right to re-charge the driver a percentage of/or full replacement cost.

We also reserve the right to charge for mechanical damage caused by driver negligence/abuse and for items deemed as avoidable costs such as lost car keys, missing radio aerials and persistent tyre damage. We may charge either the full cost of the item being replaced or an excess. All recovery of charges will be discussed with the driver in advance.

The Company reserves the right to withhold payment of final salary until the vehicle has been returned in the agreed condition specified above.

### 2.12 Buying your Company vehicle

The Company reserves the right to keep a company vehicle in the first instance when it is returned before the end of its lease contract regardless of any personal payments made by the driver towards the cost of the vehicle. On expiry of the contracted lease vehicle, **sgfleet** may offer the driver the chance to buy the car at a competitive price. The driver should contact **sgfleet** direct and confirm their interest/intentions to purchase the vehicle and quote the current mileage. There are usually no restrictions on whom you may buy the car for, so you may purchase the **sgfleet** vehicle for yourself, a family member or a friend.

If you leave the Company i.e. take early retirement, voluntary redundancy or are made selectively redundant the car may be offered to you at a price based on the value given by **sgfleet** at the time of sale. **If you are dismissed from the Company, this option will not be available.** Any safety checks or inspections you wish to make before the purchase of the car are at your own expense.

NB. Company insurance cover ceases immediately on the sale of the car as do the breakdown and recovery membership and cover for servicing and repair.

### 3 Car/Cash Allowance Option

#### 3.1 Eligibility

Car/cash allowances are only available to eligible employees. For the purposes of this policy all recipients of car/cash allowances are deemed to use their vehicles for business purposes, regardless of how frequently this occurs.

#### 3.2 Terms of Car Allowances

A cash alternative for a car may be selected from the date of joining the Company, or when the employee's current car is due for renewal.

If an employee who takes **cash in lieu** is promoted to a higher car band their payment will be increased from the first day of their promotion. The **cash in lieu** option is on a month by month rolling basis. Drivers can opt out of the scheme and choose a company car at any time.

The employee must be insured for:

- fully comprehensive cover for business travel

Those who receive a car allowance must provide a suitable car for business purposes that is consistent with the standard of vehicles required by the Company. Below are the following core requirements for any car used on company business:

- The vehicle is a five door hatchback/estate and able to seat four adults comfortably.
- Fully maintained in roadworthy condition and have a valid MOT certificate (where applicable);
- Is serviced on an annual basis or in-line with the Manufacturers' service levels.
- Fully insured for business use;
- Be suitable to accommodate the requirements of the role.
- The total mileage the vehicle has completed must not exceed 150,000 miles at any time.

Vehicle breakdown cover is not provided by the Company but is strongly recommended to all cash allowance and ad-hoc drivers.

Employees receiving a car allowance will be expected to provide their own vehicle and when this is off the road (e.g. through servicing, repair) make alternative arrangements for a vehicle to allow them to carry out their duties as effectively as if they had their approved vehicle.

Just as company cars are replaced on a regular basis to ensure reliability and to reflect the correct professional image when on customer sites so too should car allowance vehicles.

Anyone entitled to a company car who selects this choice should note that the cash is in full settlement and hence they forfeit access to any of the benefits of the company car scheme such as:

- Provision of replacement car when their own car is off the road
- Use of the Company fleet insurance
- Roadside recovery and accident management facilities.

Any business mileage undertaken by a driver who has taken cash in lieu of a company car will be reimbursed at the **same advisory fuel rates** as company car drivers.

We reserve the right to make regular reviews of car allowance drivers/ vehicles used for business and mandatory checks include;

- Full and valid UK driving licence
- Covering business insurance
- Valid MOT
- Service history
- Current road fund licence (VED).

We reserve the right to withdraw the allowance where there is evidence of non-compliance with the above conditions.

### **3.3 Payment of Car Allowances**

All car allowances are paid at prescribed rates for each job grade that are revised and set from time to time. If you benefit from this provision you will receive a monthly cash allowance in addition to your salary. All payments made under this policy are non-pensionable, paid monthly via payroll and are taxed in the normal way. Car allowances are not viewed as a benefit or as any part of remuneration.

### **3.4 Value of Car Allowances**

The contract of employment will show whether an employee is eligible for a car allowance and the level at which this is provided.

### **3.5 Excessive Travel Expenses**

Employees receiving a car allowance are expected not to claim expenses for air, rail or bus travel for journeys for which driving would be a reasonable mode of transport. The Company may, at its discretion, insist that an employee uses their own vehicle for a particular journey or refuse to pay expenses for a journey that could reasonably have been covered in an employee's own vehicle.

People who receive a car allowance should be reminded that this allowance is to go towards the maintenance, fuel and upkeep of a vehicle. Employees are able to claim the HMRC advisory fuel rates for business mileage.

## **4.0 Changes in Employment Conditions**

Apart from termination of employment or agreement of the Company for the driver to opt out, the only legitimate reason for leaving the car scheme during the contract leasing period is the inability to drive as a result of a medical condition or a change in job requirements. In the event of an individual losing their driver's license or being found in breach of this Policy/Handbook, the Company reserves the right to exclude them from the scheme without compensation.

**Please be aware that you may opt from car allowance to Company car at any time, however you may only opt for car allowance at the end of your current vehicle lease period.**

### **4.1 Promotion and Job Change**

Where an employee is promoted to a position with a higher-grade vehicle, every effort will be made to provide a vehicle at the new level, as soon as possible, where one is available within the business. However, where this is not possible, and it is not cost-effective to return the current vehicle to the leasing company, the employee will retain it until the lease expires or until the vehicle is due for replacement.

If you are promoted to a position that entitles you to a higher level of car allowance, your line manager will need to let HR know that you will receive the higher level of allowance with effect from the date of the promotion.

Under normal circumstances, where an employee is transferred to a position which does not entitle them to a vehicle, they will be required to return the vehicle at the date the transfer takes effect. In exceptional circumstances, the employee may be allowed to continue to retain the vehicle for a short-specified time until able to make alternative arrangements.

## **4.2 Termination**

On termination of employment, an employee will surrender their vehicle, keys and related documentation on the last contracted day of employment. Car allowance payments will cease on the last day of employment. The company car must be returned clean and in good condition with all keys, the manufacturer's service book and fuel card. Any unreported/excessive damage or excessive cleaning required when the vehicle is returned may result in a re-charge to the employee.

The Company can, at its discretion, replace an employee's company car for the car allowance appropriate to the employee's car grade, during a period of un-worked notice or garden leave.

Where it is agreed that an employee will retain their car whilst on paid or Garden Leave prior to termination of employment, (or where it is agreed that they are compensated for not working their full notice entitlement), the employee is not permitted to use their vehicle for anything other than social and domestic use. In addition, in such circumstances, the Company will cancel any fuel card allocated to the employee and instead continue to fund the employee's private fuel via the normal expense claim process.

Furthermore, if the employee (during any of the periods specified above) commences another role with an external employer or other organisation, in which the employee receives a company vehicle or financial assistance in lieu of a company vehicle, they must surrender the company vehicle immediately or expect their car allowance to cease. In the event that the amount has been paid in advance, then the appropriate remainder of the car allowance must be repaid to the Company.

On termination of employment, an employee's car allowance will be calculated on a pro-rata basis for the final month.

All vehicle administration including mileage claim forms must be up to date by the employee's last date of employment.

An employee who leaves the Company for whatever reason and who have a new car on order, will be required to repay any dealer cancellation fee - the company reserves the right to deduct any cancellation fee from the employee's final salary.

## **4.3 Retirement**

Where possible, the vehicle lease term end will be set to coincide with the retirement date. Where retirement is due to take place before the lease terminates, HR will need to be informed prior to the placing of any renewal order with [sgfleet](#).

## **4.4 Maternity/Paternity/Sick Leave**

If an employee goes on maternity, paternity or sick leave they are entitled, as part of your normal employment rights and benefits, to retain their car or car allowance for the duration of the leave. The Company reserve the right to request the return of a company van.

If an employee does keep their company car during this time, all monthly mileage forms must be completed and submitted, and Benefit-in-Kind tax will be payable for the duration. An employee can elect to return the car for reallocation if they wish.

## **4.5 Career Break/Long Term Unpaid Leave/Long Term Sick**

Company car benefit, whether taken as a car or car allowance will cease for the duration of a career break; the individual circumstances of the leave period will be discussed with HR to ensure the most appropriate arrangements are made for the car during the period of leave and on return to work.

In Long Term Sick cases the car will be permanently re-allocated in circumstances where the company's medical advisers consider that the return to work date is not predictable. The car may be temporarily re-allocated in circumstances where the driver is expected to return in the foreseeable future. The car or a replacement car will be returned to the original driver on his/her return.

Where private use is not permitted (e.g. vans), vehicles should be returned to the Company immediately on request so that they may be made available for general use in the case of long-term sickness absence or during authorised absence such as a career break.

#### **4.6 Secondment**

If you are seconded within the organisation to another role, your eligibility for either a vehicle or car allowance will be determined by the role you are seconded to and whether it meets the eligibility criteria outlined in this policy. If you are seconded and keep your vehicle, your manager must inform the lease supplier of any change of cost centre.

#### **4.7 Part Time**

Should you be employed on a part time basis, or reduce your hours at any point during your employment, the Company will review your need for a Company vehicle. We reserve the right to remove the vehicle and substitute for a cash alternative, or remove the vehicle altogether, however, this will be reviewed on a case by case basis.

#### **4.8 Redundancy & Garden Leave**

The Company reserves the right to require the return of a company van at the start of Garden Leave.

#### **4.9 TUPE Transfers**

In circumstances where business transfers in or out of the Company under the TUPE Regulations and the transfer involves an employee who has a leased company car, the car lease will not transfer.

This means that an employee transferring out of the Company will only retain the **sgfleet** leased vehicle in circumstances where the new employer underwrites the full cost of the lease until the lease termination date. If the new employer declines to do this, the car will be re-allocated by the Company and the new organisation makes arrangements to provide the transferring employee with a suitable replacement.

When an employee who has an existing company leased car transfers into the Company, we will not take on the lease but will provide a suitable alternative vehicle to suit the business requirements.

#### **4.10 Review Triggers and Audit**

The continued provision of either the company car or car allowance will be reviewed quarterly or if there is a change of:

- role
- Working location
- Home
- Upon change of the car or renewal of the lease.

The provision of a car, van, or car allowance entitlement may be altered following these changes. In deciding whether to continue or change either the vehicle or cash allowance the following will be taken into account:

- Re-estimation of business mileage
- Confirmation of job eligibility

#### 4.11 Apprenticeships

At the start of a service engineers fourth year of their apprenticeship they will be expected to hold a full driving license. A driver training course will subsequently be organised by your Line Manager to assist with the transition to driving a van and once successfully passed a commercial vehicle will be allocated.

### 5.0 Driving safely and legally

#### 5.1 Driving conduct

The condition of the employee's vehicle and driving conduct are representative of **J & E Hall** and should at all times reflect the Company's professional standards – when an employee is driving on business they are an ambassador of the Company. Consequently, employees are asked to drive defensively and courteously, to be alert, not aggressive, to always drive within the speed limits and observe the rules set out in the Highway Code. Employees should always drive with due care and diligence.

#### 5.2 Highway Code

This is essential reading for all road users and especially important if employees have not read a copy recently as it has been thoroughly updated with new rules and information. Employees must familiarise themselves with the content and adhere to the rules set out therein, many of which are legal requirements and to disobey these rules would be committing a criminal offence. Use this link to view an on-line version of the Highway Code: <https://www.gov.uk/highway-code>

#### 5.3 Driver Licences

All employees who undertake business travel and authorised drivers for Company vehicles will be required to complete and sign a Driving Licence mandate every three years giving **sgfleet** the necessary authority to apply to the DVLA for verification that the licence is valid. The licence will be checked direct with the DVLA on a minimum 12-month frequency (more often depending on points on the licence or conviction record).

**Please note** - drivers should apply via the DVLA for an updated driving licence as soon as the following events take place:

- Employees name changes through marriage or divorce (or for any other reason).
- Employees change address.
- Employees receive new penalty points on your driving licence. Please note that in the event of penalty points being added, current legislation states that the licence must be surrendered within 28 days.

Note: Failing to update your driving licence with new address information can result in prosecution and a fine of up to £1000. Please do not wait until the annual checks as this can cause delay to internal processes.

Any driver unable to produce a current, original licence when requested to do so by their line manager or the Company will be interviewed as to the reason for such failure. Formal action including suspension of driving on Company business may be taken following any failure or refusal to produce a licence when requested. Any employee who is disqualified from driving will be subject to a full review with the Company to consider the impact of the disqualification on their ability to perform their role

An employee who drives on Company business, must comply with the following driving licence requirements:

- hold a valid and full driving licence appropriate to the type of vehicle driven.
- The employee must inform their line manager, HR and **sgfleet** if their licence is endorsed, suspended or revoked. To drive a company vehicle whilst banned would invalidate insurance cover and would be considered an act of gross misconduct and could result in dismissal.

- It is the employee's responsibility to notify the DVLA and HR if they have any medical condition that affects their ability to drive
- We may require a medical certificate from the employee's GP to confirm that they are fit to drive at any time or require the employee to attend an Occupational Health appointment

The employee must inform HR/ **sgfleet** if any authorised driver(s) is/are affected by any of the above as soon as possible. We reserve the right to withdraw your authorised driver(s) use of your company vehicle if the employee or their additional driver(s) have not complied with the terms and conditions of the policy.

**Disciplinary action, up to and including dismissal, may be taken against an employee who does not comply with these terms and conditions.**

### **Foreign Licence Drivers**

There are two types of foreign licenses: EU/EEA issued and non-EU/EEA (other countries). This policy relates only to "ordinary" driving licenses i.e. entitlement to drive motorcycles and or light vehicles (general category entitlement A and B).

If an individual holds a license issued by EU/EEA country, they can drive in the UK for as long as their license is valid. However, if they have been in continuous employment with the Company for 12 months or more, they must apply to register their license with the DVLA. This means the driver will be given a GB Counterpart license to be carried alongside their valid foreign issued license. The procedure below is free-of-charge to the driver and will only take approximately 14 working days to receive the GB Counterpart.

A D9 application can be obtained from the Post Office or from the website link below:

<http://www.dvla.gov.uk/media/pdf/forms/d9.pdf>

Once the driver has received his/her GB Counterpart License, there will be a DVLA driver number and that will be passed on to the Company's HR department.

*The driver must continue to use the valid foreign license in addition to the GB Counterpart license.*

### **Non-EU/EEA countries**

Please see the DVLA guidelines in the link below for the licensing rules applicable to the driving license issued from other non-EU/EEA countries: Any Non-EU/EEA person residing in the UK and driving for the company will need to have a full UK license in place before the end of their first 12 months living in the UK.

[http://www.direct.gov.uk/en/Motoring/DriverLicensing/DrivingInGbOnAForeignLicence/DG\\_4022561](http://www.direct.gov.uk/en/Motoring/DriverLicensing/DrivingInGbOnAForeignLicence/DG_4022561)

Alternatively, you can contact the Driver Vehicle Licensing Agency advisors available between 8am-8.30pm UK time on 08444 10 10 10.

### **5.4 Insurance**

Company vehicle drivers are covered by fully comprehensive insurance provided by the company. A copy of the Insurance Certificate should be kept with the vehicle at all times. A copy can be found on Cascade or requested from **sgfleet**.

The cover includes;

- any Company approved driver holding a full licence.
- loss or damage to the vehicle by accidental damage, fire, self-ignition, lightning, explosion or by theft or attempted theft.
- use for social, domestic and pleasure purposes and for the business of the Company.
- the use of the car for travel outside of the UK.



- a courtesy or hire vehicle if your company vehicle is unavailable
- test drives from an approved supplier

The cover does **not** include personal items, for example tools.

If a driver is involved in an accident whilst under the influence of drink or drugs, or accused of dangerous driving then the insurance cover would be invalidated. The driver may be subject to disciplinary procedures and prosecution and would be responsible for the cost of any damages.

The vehicle must **NOT** be used for driving tuition, racing/rallying, off-road activities, pace-making or reliability trials. The insurance company requires the Company to declare any material changes in the driver's circumstances. The driver must therefore inform the Insurer if there are any changes to circumstances e.g. physical infirmity, serious motoring offence, suspension of driving licence. Failure to do so may leave the driver liable for costs or even conviction in the event of an accident.

Drivers using their own vehicles on business need to arrange business class 1 insurance cover. **sgfleet** will require evidence on an annual basis that such cover is held and will contact you for copy policy documentation. Failure to have the correct business insurance in place may result in you not being covered in the event of an accident/incident for which you will be personally liable.

### **5.5 Road fund licence – vehicle excise duty (VED)**

The leasing company are the registered owner of the leased vehicle, and are responsible for paying the road fund licence – now referred to as vehicle excise duty. Tax discs are no longer in use. Renewal will be automatically arranged for the lease of the vehicle.

Where your own vehicle is used for company use, you are required to keep the vehicle excise duty in date.

### **5.6 Driving abroad**

The Company allows drivers to use their company leased vehicles on the continent for both business and social purposes – drivers must first seek authorisation from their line manager. Before using your vehicle outside the UK, drivers must contact **sgfleet** via the Driver Helpline number 0344 85 45 103 to ensure that the correct documentation is provided including;

- A letter of authorisation for you to take your company abroad (VE103) is issued.
- A certified copy of your vehicle registration document.
- A current insurance certificate
- RAC Fleet Europe

European legislation is constantly evolving and changing and in order to ensure that drivers fully comply with the latest legislation. We recommend you seek advice from the Foreign and Commonwealth office – please visit the FCO Driving Abroad website. Should you be stopped by any European authorities and be unable to produce correct documentation your car may be impounded – you will be liable for any subsequent costs involved.

**UK Signage** – UK stickers, or modern style number plates showing the UK euro-symbol are compulsory when driving a UK registered vehicle anywhere in Europe.

**Headlamp Beams** – always adjust headlamp beams to prevent dazzle – this is compulsory for right-hand drive vehicles driven in Europe. Fit adhesive masks and adjust for extra load if necessary.

**Bail Bonds** – in Spain, an accident may result in impoundment of the car and imprisonment of the driver pending trial. A bail bond can often facilitate the release of the person and their property.

Remember that other countries may have different regulations on appropriate road safety equipment which must be carried in the car. In most European countries, you are required by law to carry a spare bulb kit, first-aid box, warning triangle, fire extinguisher and high visibility vest (in France even two personal breathalyser kits). If this equipment is not standard in your company car it will have to be acquired at your own expense. For more detailed information on this and other information on driving abroad visit <http://www.rac.co.uk/>.

The driver must ensure that they have sufficient breakdown cover to include medical expenses, personal effects and car hire, plus repatriation for themselves, should this be necessary. **The Company will not pay for any incurred recovery costs for vehicles or occupants.**

The Fleet motor insurance provides cover for the majority of EU countries. However, if travelling to any other destination, **sgfleet** must be contacted. Authorised fuel cards cannot be used outside the UK.

One recent initiative introduced by French authorities to tackle pollution requires all vehicles (cars, vans, lorries, buses and motorbikes) travelling to Paris, Lyon and Grenoble to display a windscreen emissions sticker/Vignette - The [Crit'Air scheme](#). This confirms how much the vehicle pollutes and comes in six categories covering the very cleanest electric or hydrogen-powered vehicles (Crit'Air green sticker) to the dirtiest (Crit'Air 5 grey sticker). These relate to the six European Union emission standards for cars – dating back to 1992 when Euro 1 was introduced. The penalty for failure to display a sticker is an on-the-spot fine of between €68-€135.

The official Crit'Air website states that stickers should be delivered within 30 days but worryingly these can take up to 6 weeks to arrive. The RAC suggests that drivers retain e-mail proof of an application. To apply for a sticker on-line drivers must know their vehicle's European Emissions Standard. The RAC recommend ordering their stickers through the French Government website as there are third party operators offering the same service but for significantly more money.

The new Crit'Air system is used on high pollution days to prevent the worst polluting vehicles from driving in the affected cities, with more French cities due to participate.

Employees refuelling their vehicles whilst overseas should purchase fuel themselves, retaining the receipts. On return these expenses should be reclaimed via the Company Expenses form. Private mileage whilst abroad should be recorded in the normal manner via the month mileage returns and will therefore be paid for via the periodic reconciliation.

## 5.7 Carrying Gas

Anyone carrying gas cylinders in the course of their work must follow the basic safety points:

- Drivers must be trained in the hazards of gases, how to handle cylinders and what to do in an emergency;
- Vehicles must be equipped with a 2kg dry-powder fire extinguisher;
- Cylinder valves must be closed and not leaking before setting off on a journey;
- Cylinders must not project outside the vehicle and secured properly so they don't move during the journey;
- The ventilation of the vehicle must be considered;

## 5.8 Fire

All vehicles carrying refrigerant/gas or any flammable substance must have a 2kg dry powder fire extinguisher on board and an additional 2kg dry powder extinguisher if a trailer is being towed. These extinguishers are only suitable for small cab fires or trailer brake fires (This does not mean the load).

If a fire is suspected the following process is to be conducted:

- Pull up at the nearest safe place. (Away from other people and flammables);
- Get out of the vehicle;
- Move to a safe distance up wind;
- Ring the Fire brigade, with clear instructions of where the vehicle is and what the load is;
- DO NOT go back to the vehicle for any reason until the all clear has been given by the Fire brigade;
- If a fire is suspected under the bonnet the above procedures apply;
- Inform your line manager as soon as safe to do so;
- The incident must be recorded in accordance with company accident reporting procedures.

## 6.0 Trackers and Vehicle Telematics

Company employees may be required to drive and/or ride in a Company vehicle equipped with Vehicle Tracking in the ordinary course of business. It is important to understand that the Company tracks all Company vehicles and it is not used to track you personally.

The primary functions of Vehicle Tracking are:

- Legal Compliance – to provide accurate information to third parties when legally required, for example HMRC or by court order
- Operational Safety & Efficiency – to provide data that supports operations, for example travel times to sites and to maximise driver safety, security & performance
- Cost efficiencies – to reduce vehicle maintenance costs, Improve fuel economy and consumption
- Environmental – Improve fuel efficiency and other environmental benefits

Vehicle Tracking allows the Company to monitor vehicle performance and location, as well as employee safety, situational awareness, and may provide assistance in time critical scenarios.

It may also be used for other business-related purposes, including, but not limited to, lower insurance premiums, locating stolen vehicles, providing aid to vehicles that break down and managing resources effectively.

However the Company may also utilise data collected through Vehicle Tracking as part of a disciplinary investigation or discipline of its employees pertaining to the issue or abuse of their vehicles, inappropriate use of time, speeding or other misconduct.

Vehicle trackers can provide both real-time and historical information which is obtained directly from the tracking devices via a computer system with little or no intervention from the driver. This system can also provide reports to managers to enable them to monitor certain data.

A vehicle tracker will give, at any given time, the exact location of the vehicle as well as its direction of travel and distance travelled between geographical markers.

If you have been assigned a vehicle with a tracker, you will be given access to the Vehicle Tracking portal. This can be accessed via your laptop through the website, or via your phone through the App. You will be responsible for complying with this policy and procedures. Employees who drive for work purposes must:

- Always drive within the road traffic laws, safely and responsibly.
- Use the trackers on every journey.
- Use the tracking data available to them to review and improve their driving habits.
- Discuss any driving problems or concerns they have with their line manager.
- Report any driving accidents or near misses, and any cautions, fixed penalties, summons or convictions, or any damage to company vehicles or hire vehicles, to their line manager.
- Co-operate with monitoring, reporting and investigation procedures.

Your tracker must be in either 'Business' or 'Commuter' mode at all times when not being used privately, including when stationary at your home address, and in these modes your vehicle will be tracked by Vehicle Tracking.

You are able (but not compelled) to switch your tracker to 'Private' mode when using the vehicle for personal journeys, in this case the vehicles tracking data is suppressed and your vehicle is not tracked at all. Your vehicle will show as stationary in its last tracked or 'known' location.

Data collected using Vehicle Tracking is used by the Company for business purposes. Employees operating Company vehicles shall have no expectation of privacy regarding the information that results from such monitoring during such time that the vehicle is operating in 'Business' or 'Commuter' mode.

Please be aware, in order for the correct private mileage deductions to be made from your salary (for fuel card users) or claimed business miles through expenses, your vehicle must be in the correct 'mode' to ensure payments and deductions are accurate. Failure to maintain this can result in an over recovery of costs associated to private mileage.

Employees are prohibited from altering or attempting to alter or disable Vehicle Tracking in Company owned or leased vehicles, any violation could lead to disciplinary action.

Note - Vehicle Tracking Technology means a technological method or system used to observe, monitor, or collect information, including telematics, Global Positioning System (GPS), wireless technology, or location-based technologies. Vehicle Tracking may include event data recorders (EDR), sensing and diagnostic modules (SDM), or other systems that are used for the purpose of identifying, diagnosing, or monitoring functions related to the potential need to repair, service, or perform maintenance on a Company vehicle and/or to capture safety systems-related data for retrieval after a collision or similar incident has occurred.

## 7.0 In the Vehicle

### 7.1 Vehicle Safety Checklist

For your own safety, and to ensure that the best reliability is obtained from your vehicle, get into the habit of making the following recommended **daily/weekly** checks detailed below.

#### Daily

- Check tyres visually.
- Ensure that all lights are operating correctly. It is an offence to drive if your lights are not functioning properly.
- Ensure that you have sufficient fuel.
- Clean the windscreen, all windows, mirrors, headlamps and all other light lenses and number plates.

#### Weekly

- Check and correct the tyre pressure and tread wear, including the spare wheel. Keep to the pressures recommended in the maker's handbook. It is an offence to have defective tyres.
- Check the engine oil level regularly and/or before setting out on a long journey.
- Check the battery. Keep the terminals clean and ensure that all connections are secure.
- Check the radiator water and anti-freeze mixture level weekly and/or before setting out on a long journey.
- Top up the windscreen washer reservoir at least once a week. Check the action of the windscreen wipers and the condition of the wiper blades at the same time. It is an offence if your windscreen washer is inoperative for any reason.
- Check the clutch fluid and brake fluid reservoirs (where fitted).
- Complete a visual check of the engine compartment and report any defects.
- Check the bodywork for damage and for contaminants such as bird lime.

## 7.2 Passengers

In general, there are no restrictions on transporting passengers, other than hitchhikers, who should not be carried. However, at no time must the seating capacity of the car be exceeded. Make sure that everyone in the car wears a seatbelt, including any rear seat passengers, no matter how short the journey.

Children aged 12 or under who are also less than 135cm tall must use an appropriate child restraint when travelling in a vehicle. For all children under 14 years it is the driver's responsibility to ensure that the appropriate restraint or child seat belt is used. We recommend you visit the HMRC website for clarification on the legal requirements regarding child safety <https://www.gov.uk/child-car-seats-the-rules/using-a-child-car-seat-or-boosters-seat>

Drivers must not carry children in a vehicle whilst on business or during normal working hours. Before carrying children of any age in a company vehicle, or in fact any vehicle used on Company business, all drivers (including authorised non-staff drivers) must familiarise themselves with the comprehensive explanation of the law.

## 7.3 Seating position & safety

There has been an increase in the number of drivers suffering from back, neck or shoulder problems, aggravated by long journeys in poorly adjusted seating and/or posture. To minimise this risk and also provide you with improved neck and spine protection the following seating position is recommended;

- The driver's torso and upper legs should be well supported by the seat
- The driver's torso should not be twisted
- The lower chest should come forward and up in order to relax the shoulder blades back and down
- Shoulder blades should be in good contact with the back of the seat. The lower spine should not push into the back support
- The back of the head should be lightly resting on the head restraint.
- Hands should be in the 'ten to two' position with arms relaxed
- The steering wheel should be directly in front of the driver and the driver should be able to rest their wrist on top of the steering wheel without stretching
- The driver should be able to reach and operate all the controls without effort
- For all drivers, once a comfortable "driving" position has been established, then consideration should also be given to the gap between the steering wheel and the driver's chest. There needs to be a minimum gap for the air bag to inflate – please refer to the vehicle manual.

## 7.4 Head Restraints

Adjust your head restraint correctly for maximum protection against whiplash injuries - to be effective, the top of the head restraint should be level with the top of your head and it should come close to the back of your head as possible (touching is best). Remember it is a **head restraint, not a headrest**. For more detail on whiplash protection and seat ratings visit - <http://www.thatcham.org>.

## 7.5 Load carrying

It is illegal and dangerous to drive a vehicle that is overloaded or has an insecure load. As the driver, you are responsible for ensuring that any load you carry is legal and safe, even if it was loaded by another person.

Unrestrained loads in cars – especially estates – can cause major accident damage and personal injury by becoming a missile 'flying' through the vehicle if the driver brakes or swerves suddenly. Load restraining

features – common in the commercial vehicle sector – are either not fitted or not used by car drivers. Avoid having loose items on the dashboard or rear parcel shelf.

When carrying any type of load – this can include documents, sales literature and samples, IT equipment, tool boxes and personal items – they must be restrained. Load carrying risks can be minimised by ensuring that your vehicle is capable of **safe load** carrying. This may mean the need for restraining hooks, straps and cargo nets. Smaller items should be inside a storage box, secured in the boot. These requirements apply to all motor vehicles used on Company business, regardless of size and use.

When driving vans ensure that loads are distributed in accordance with the manufacturer's instructions regarding front and rear axle maximum weights.

A risk assessment of load carrying by vehicles should be completed to identify safe work practices and drivers who may need additional training. Any additional equipment required such as straps, storage boxes or nets are available on request.

## 7.6 Carry acetylene in vehicles

Acetylene has an unusually wide explosive limit which means that even a small leak in an enclosed space can cause an explosive atmosphere to build up. Acetylene cylinders should therefore be transported in open vehicles where it is reasonably practicable.

If this is not reasonably practicable and acetylene cylinders or an oxy/acetylene set has to be carried in the rear of a closed van, you must ensure that there is ventilation fitted to the load space of the vehicle. In most vans, this can be two low level ventilation grills and rotary roof vents which will increase the air changeover rate in the load space when the vehicle is parked or moving.

## 8.0 Fitness to drive

### 8.1 Eyesight tests

The Highway Code requires that a driver must be able to read a number plate from a distance of 20 metres (66 feet) in good daylight. If an employee needs to wear glasses or contact lenses to do this they must wear them at all times while driving. Drivers must take an eyesight test every two years or if they suspect there is a problem (whichever is sooner).

### 8.2 Driver fatigue

Tiredness is a major factor in road incidents. Statistically, it has been proven to be as dangerous as drink driving. You are required to adopt sensible disciplines of best practice when planning Company business travel. Tired drivers are a liability on the roads, their reaction times are greatly impaired and there is a serious danger of falling asleep at the wheel. To prevent driving when tired, consider the following;

#### Managing driver fatigue

- Consider whether the journey is absolutely necessary. Where meetings are concerned, consider other methods of communication such as tele-conferencing and other means of transport e.g. train or bus.
- Ensure, wherever possible, that you plan work patterns to minimise the likelihood of driver fatigue.
- Drivers should not drive for more than two hours without having a break. Ideally drivers should take short, frequent breaks during journeys (never on motorway hard shoulders) – typically 15mins.
- Certain activities such as walking and stretching, triggers the sympathetic nervous system and helps keep you alert. Some foods and substances can also temporarily increase alertness.
- Never try to tackle tiredness by carrying on driving, eating or drinking, turning up the radio or winding down the window – these measures do not work.
- Research shows that drivers know when they are feeling sleepy. Listen to your body and if you experience symptoms of sleepiness (e.g. heavy eyelids, yawning excessively) **you must stop**. Instead

of fighting it, you should stop at the nearest safe place and take a break and have a high energy or caffeinated drink (these drinks can be claimed back through expenses for journeys over three hours).

- Expectant mothers should discuss with their Manager any concerns they may have about work related driving in the developing stages of pregnancy. It may be appropriate to review work schedules to minimise the amount of driving being undertaken.
- **Do not drive unless you are fully alert.**

### **8.3 Alcohol/drugs and driving**

Driving your vehicle under the influence of alcohol or drugs is against the law. The Company's policy is that drivers must not consume alcohol whilst working. Alcohol impairs judgement, making drivers over confident and more likely to take risks. It slows reactions, increases stopping distances, affects judgement of speed and distance and reduces the field of vision. It is an offense to drive whilst over the drink drive limit.

You must also be aware of the morning-after effects associated with heavy alcohol consumption during the previous evening. This may affect your ability to drive safely the next day and may leave you over the legal limit. Driving on Company business or driving a company vehicle at any time while under the influence of alcohol or drugs will lead to disciplinary action.

Company policy is that drivers must not drive under the influence of any drug that could affect driving ability. Drugs can affect your decision making and driving skills, as well as your physical and mental condition and behaviour. Drug driving is the term used to describe anyone who gets behind the wheel of a vehicle under the influence of any substance (legal or illegal) that is likely to impair their ability to drive.

Some prescription or over-the counter drugs can impair your driving ability. You have a responsibility to inform your manager if you are unfit to drive for the stated reasons. It is an offence to drive a motor vehicle while under the influence of a controlled drug. Police officers have powers to undertake roadside drug tests on drivers. Talk to your doctor about whether you should drive if you've been prescribed any of the following drugs:

- clonazepam
- amphetamine, e.g. dexamphetamine or selegiline
- diazepam
- flunitrazepam
- lorazepam
- methadone
- morphine or opiate and opioid-based drugs e.g. codeine, tramadol or fentanyl
- oxazepam
- temazepam

Check with your GP or pharmacist whether any over-the-counter or prescribed medicines you are taking are likely to affect your driving (for example by causing drowsiness). If so, ask for an alternative that does not affect driving, or avoid driving altogether.

Failure to disclose the use of either legal or illegal drugs is a disciplinary issue. If this is discovered by any enforcement agency such as the police this may result in loss of your driving licence, an unlimited fine, up to 6 months in prison and a criminal record.

#### **Disciplinary action will be taken against an employee seen to contravene this policy.**

The Company will make every effort to find alternative employment for drivers who are temporarily rendered unfit to drive as a result of prescribed medication, but who are still able to undertake other duties. If the Company is unable to find a suitable alternative role, or you do not accept the role on the terms it is offered, the Company reserves the right to terminate your employment on the grounds of capability.

Please see the links below for the legal alcohol limit for drivers in the UK, how alcohol and drugs affect your driving, and the penalties for a drink-driving or drug offence.

<http://www.direct.gov.uk/en/TravelAndTransport/Roadsafetyadvice/index.htm>  
<http://drugdrive.direct.gov.uk/>

#### 8.4 Notifiable medical conditions

**All employees must ensure they advise **sgfleet**, J&E Hall and the DVLA of any notifiable conditions or reasons why their licence may be restricted.**

These conditions include things such as Diabetes, Epilepsy, Strokes, Neurological Issues, and Disability etc. A Full listing of conditions can be found on the following website which require disclosure  
<https://www.gov.uk/health-conditions-and-driving>

### 9.0 Pre-Journey Checks

#### 9.1 Journey planning

Planning your Company business travel ahead of time is very important and can eliminate unnecessary stresses and distractions along the way. Lack of proper planning can lead to crashes. Once you have established that your journey is necessary you should consider the following:

- Can alternative methods (e.g. tele-conference calls) achieve the meeting aims?
- Can the journey be completed by public transport?
- Is overnight accommodation appropriate in the event of a long journey and/or early start/late finish?
- Is it possible to car-share and share the driving with a colleague?
- Can you meet somewhere more central to both parties?
- Use various online route planners, especially if going somewhere unfamiliar, and check motoring websites for delays and road works
- Carry a map in your company car, just in case
- Consider how much time you need to get there, allow time for rest breaks of at least 15 minute breaks every 2 hours. Take rest breaks as planned and resist the temptation to carry on.
- Watch out for speed restrictions in unfamiliar surroundings and adhere to them
- Be comfortable, check mirror, seat and head restraint position
- Fuel sufficiently before setting off - motorway service stations are typically the most expensive fuel outlets.
- The RAC Route Planner can help you plan the shortest route to a destination.
- Shortly before you leave, check if there are any delays or road works on the roads/motorways you will be using. The Highways Agency in the UK provide a traffic information service which can be accessed @ [www.highways.gov.uk/](http://www.highways.gov.uk/) or [www.transportscotland.gov.uk/](http://www.transportscotland.gov.uk/)

It is recommended that a safe working day is a combination of no more than 12 hours of combined driving and working – where driving takes up no more than 50% of the day. We stress that you must not undertake this combined working/driving pattern over consecutive days.

#### 9.2 Weather

The weather can cause all sorts of driving hazards, especially reduced visibility and slippery road surfaces. It is important to adjust your driving accordingly.

Before setting off in adverse weather, listen to weather broadcasts and travel bulletins. If conditions are likely to be hazardous, avoid making your journey unless absolutely necessary. If you decide to travel, let someone know where you are going and what time you hope to arrive - so that they can raise the alarm if you get



into difficulties. Make sure your mobile phone is fully charged before you set off and that you have a spare charger in your vehicle.

The Company has a specific policy relating to extreme and severe weather which can be found on Cascade.

## 10.0 While Driving

### 10.1 Mobile phones

Drivers should adhere to the Company's strict rules in the use of mobile phones whilst driving on business or during private use of the vehicle. Drivers are strongly advised not to use a hand-held mobile phone or similar device when driving, whether for the purpose of making calls, reading or sending text messages or e-mails or for any other purpose.

The Company strongly recommends that all drivers park their car before responding to or making a telephone call. The Company will fund the costs of a hands-free kit or Bluetooth headset for company car drivers who travel regularly as part of their job. Drivers taking the car allowance and who drive regularly as part of their job (with the agreement of their line manager) will also benefit from a hands-free kit/Bluetooth set where a business case can be established.

Drivers should bear in mind that whilst hands-free devices are safer than hand-held devices – both have an adverse effect on a driver's attention/concentration. Before using a hands-free device when driving a car, the driver should be confident that answering the call will not affect their own safety or that of other road users.

Drivers should be aware that offences of driving without due care and attention, careless driving or potentially reckless driving could be committed where driving standards are shown to be materially affected by the use of any communication device whilst at the wheel (**even if hands-free**). Where the driver is prosecuted for any such offence they should be aware that the offence carries penalty points and a fine and that these are the personal responsibility of the driver.

**Our strong recommendation is that all calls are made/received by drivers when their vehicle is stationary and the engine is turned off.**

### 10.2 In-vehicle distractions

Portable in-car driving aids such as satellite navigation, speed camera detectors, dash-cams and mobile phones can be business-efficient but simultaneously hazardous.

Vehicle manufacturers' systems are fitted to the highest standards in order to help drivers concentrate, but there remains are concerns about the fitting of such devices. For example, satellite navigation systems and speed camera detectors can be fitted on a vehicle's dashboard or windscreen, often obscuring clear vision. Also, some systems can be adjusted by the driver, diverting attention away from the primary task of driving safely.

Poor location of devices can also affect safety features, such as airbags, or injure the driver in a collision. Those without a light dimming facility can also reduce drivers' vision at night. Incorrect fitting and placing of brackets for mobile phones, often at a driver's knee level, can be potentially lethal in a road crash.

Company vehicles are supplied with integrated Sat. Nav. systems - please follow the advice below concerning their use:

- Do not programme the unit while the vehicle is moving – do this before setting off on your journey.
- Remember that sat nav instructions are not infallible, so the driver must have some idea of the route before setting out.
- Take particular care to height/weight restrictions of roads suggested by the sat nav if using a larger vehicle.

- Refrain from viewing the screen while driving and use only the audible instructions for guidance.

For those drivers with stand-alone kits - to comply with Road Traffic Act's regulations, the sat nav unit must not be located anywhere within the sweep of the windscreen wipers, or anywhere that would cause obstruction to the clear vision of the driver. Remove the unit before leaving the vehicle to avoid the theft risk. Please note insurance cover may be invalidated if reasonable precautions have not been taken to reduce the risk of theft.

**Drivers must restrict the operation of all in-car devices whilst driving.**

### **10.3 Smoking Policy**

Smoking is prohibited by statute in all enclosed premises in the workplace, including Company vehicles or any vehicle being used on Company business. This includes E-cigarettes and vapour devices. The cost of eliminating the evidence of smoking in the vehicle will be passed on to the driver to a maximum of £150 on each occasion.

### **10.4 Refrigerant Gas**

Under no circumstances must ammonia refrigerant be carried in a company vehicle.

### **10.5 ECO driving tips**

Good, safe driving techniques use less fuel and so save money, lowering emissions and helping the environment.

#### **Before you start:**

- Keep your vehicle well-maintained and serviced and check the tyre pressures regularly.
- Avoid carrying unnecessary weight in the vehicle.
- Plan your route so that you don't do unnecessary miles and avoid short journeys when possible (a cold engine uses more fuel).

#### **During the drive:**

- Drive away immediately when starting from cold – don't leave your car idling.
- Drive smoothly.
- Read the road ahead so you can keep moving if possible and avoid harsh acceleration and braking
- Change gear as soon as possible without labouring the engine.
- Only use air conditioning if you really need to.
- Turn off all electrical equipment, such as heated rear windscreen, demister blowers and headlights when you don't need them.
- Stay within speed limits. Driving at 70mph uses up to 9% more fuel than 60mph.

### **10.6 Speed limits**

Company policy is that drivers must comply with speed limits and drivers are responsible for paying any fines incurred by their driving speed. Always stay within speed limits even if you think the speed limit is too low. Make sure you know the speed limit of the roads that you are using. Many drivers unintentionally exceed the speed limit, often without realising it. Drivers are responsible for the speeds at which they choose to drive, but there are some simple and practical things drivers who find it difficult to stay within speed limits can do to help themselves:

- Check your speedometer regularly
- Know the limits – look for signs, especially at junctions
- Assume lamp posts mean 30mph, until signs say otherwise, but remember it could be 20mph
- Remember, speed limits are a maximum, not a target

- 20's plenty when kids are about – and may even be too fast
- Try no higher than 3<sup>rd</sup> gear in a 30mph limit
- Recognise what makes you speed – keeping up with traffic, overtaking or being tailgated
- Concentrate – distracted drivers speed
- Slow down when entering villages
- Give yourself time and plan ahead – there's no need to speed

Type of Vehicle	Motorways	Dual carriageways	Other roads
Cars, car derived vans and dual-purpose vehicles	70	70	60
Cars, car derived vans and dual-purpose vehicles when drawing one trailer	60	60	50
Cars, car derived vans when drawing more than one trailer	40	20	20
Motor vehicles other than a car derived van drawing more than one trailer	40	20	20
Passenger vehicles with an unladen weight exceeding 3.05 tonnes or adapted to carry more than eight passengers:			
not exceeding 12m in length	70	60	50
exceeding 12m in length	60	60	50

Most Vans:

- Have a lower speed limit than cars
- Must follow the speed limit for goods vehicles of the same weight.

The Company reserves the right to fit speed limiters to vehicles at any time.

#### **Equipment (Tools and Materials, etc.)**

Estate vehicles for Service Engineers and Technicians are supplied with a full height metal guard behind the rear seats of the vehicle.

All equipment (tools and materials, etc) must be carried in the boot of the vehicle at all times. Equipment must be secured, weight distributed evenly and the vehicle must not be overloaded. The carrying of equipment in the cabin of the vehicle is strictly forbidden (including the back seat of a vehicle). The carrying of gas cylinders in cars is strictly prohibited.

#### **10.7 Manufacturer recall notices**

The Company/[sgfleet](#), when notified by the specific manufacturer, will advise you of any relevant recall notices relating to your vehicle. It is then your responsibility to immediately contact the driver helpline and arrange for your vehicle to be booked in to have the necessary corrective action undertaken.

The Company will hold you personally responsible for any costs that occur as a result of failure to have the repairs carried out within a reasonable time scale and for damage caused as a result of failing to comply with the manufacturers servicing schedule.

#### **10.8 Motoring/parking offences/London congestion zone/Bus Lane Enforcements & fixed penalty notices**

(a) Any Fixed Penalty Notice issued directly to **sgfleet** in respect of your vehicle will initially be paid by **sgfleet** on your behalf. The charge amount and a £10 administration fee will subsequently be deducted from your next available salary.

(b) Where a Fixed Penalty Notice is left on your vehicle, this must be paid by you the driver within the prescribed time. In the event that you wish to appeal the penalty this must be submitted directly to the issuer in line with their procedure stated on the penalty notice. Please be aware that failure to pay the charge or follow the correct appeal procedure will result in the Company becoming accountable and the penalty will then be dealt with as described in (a) above.

NB: The Company must be sent evidence when an appeal has been submitted by the driver. It is the driver's responsibility to obtain written confirmation that the appeal has been received and, where appropriate, has been successfully contested. In the event that the Company has made a salary deduction in respect of a subsequently overturned penalty, the Company will refund the amount of the charge once this is received from the issuer.

### **Speeding Offences**

**sgfleet** will declare driver details to the police in relation to a speeding offence. The police will then forward correspondence to the drivers' home address. A £10 administration fee will be deducted from your salary. You must report to your line manager and **sgfleet** any endorsements or convictions as these could invalidate your driving license. All endorsements should be reported for insurance purposes. If this results in you losing your license, re-deployment to a non-driving role may not always be possible.

You are personally responsible for any fines/charges resulting from the above. If you are convicted of a driving offence and consequently lose your driving license it may mean your suspension and subsequent loss of employment. If the loss of your license affects your ability to perform your job you may be dismissed from your role on grounds of capability.

## **11.0 Fuel**

### **11.1 Fuel Policy**

The aim of our Fuel Policy is to deliver cost-effective fuel management for our company cars and to monitor the environmental impact of our business fleet operation. Our policies for buying, using and reclaiming the cost of fuel are set out in this Policy and you must familiarise yourself with these. Company vehicle drivers are required to purchase all fuel for their vehicles, except where fuel cards have been provided in which case the fuel cards must be used.

Employees are expected to purchase either unleaded or diesel fuel. It is anticipated that employees use the fuel cards provided whenever possible. If the employee loses their fuel card, then they must advise **sgfleet**. If fuel cards are not available, or in case of emergencies, the employee will use their discretion and purchase fuel from the most cost-effective sites available at the time in order to keep running costs to a minimum. Motorway service stations should only be used in emergencies and then only to put enough fuel in to complete the journey. There can be considerable differentials between the cost at motorways and supermarket fuel sites. Journeys should be planned in advance so supermarkets can be optimised in the majority of cases. **sgfleet** will monitor this activity and fuel anomalies will be recorded and if necessary raised to line managers.

### **11.2 Fuel cards**

Fuel cards are provided to employees who use a Commercial vehicle. All private fuel is payable to the Company by the employee through the monthly mileage declaration process.

The cards will be registration number specific and the mileage must always be confirmed to the operator. Fuel Card usage;

- Please ensure that where a fuel card is being used that no premium fuels are purchased.
- Ensure you have your fuel card at the time of purchase.
- Ensure the correct registration and mileage details are provided to the cashier every time you fill up with fuel. This is a mandatory requirement of having a fuel card and we will monitor the transactions to ensure all Company car drivers do this correctly. This allows us to monitor mileage, fuel consumption and correct company car use.
- Always check and sign the receipt.
- If the fuel card becomes defaced in any way, request a replacement from **sgfleet**.
- If the fuel card is lost, or it is stolen, you must report it immediately to **sgfleet**, Tel No. 0344 85 45 103 during working hours. Failure to do so may mean that you will be liable for any fraudulent transactions. A replacement fuel card will be sent to you within five working days.
- If you leave the employment of the Company, your line manager will collect your fuel card.
- It is expressly forbidden to use the fuel card to purchase fuel for any privately-owned vehicle (e.g. other family vehicle) – must only be used for your company/pool/demonstrator vehicle.

**Finally, please treat the fuel card as you would if it were a personal credit card. Do not leave it unattended in your Company car at any time.**

### **11.3 Fuel Reimbursement**

Please refer to the Company's expenses policy regarding business fuel reimbursement.

Commercial vehicle drivers must reimburse the full cost of all fuel used for private journeys. The amount payable is calculated on the basis of miles travelled other than on Company business multiplied by a rate per mile. A journey specific record of any Company business mileage must be maintained and submitted monthly together with the total private mileage undertaken. The fuel rate used will be the HMRC advisory fuel rate for the specific fuel and capacity of engine relevant to the vehicle.

Commercial vehicle drivers may make use of their Company vehicle for private use, providing the fuel cost of all private mileage undertaken in the vehicle is reimbursed to the Company, via monthly salary deduction and declared on timesheets.

Mileage returns outlining both business and private use of the vehicle must be completed monthly for any vehicle used by the driver within the period, including use of pool or courtesy cars. Mileage submission should be completed with timesheets and authorised by the employee's Manager.

The use of fuel cards will be regularly monitored and any misuse may result in disciplinary action and the withdrawal of the Fuel Benefit.

Car allowance drivers will be reimbursed at the HMRC Advisory Fuel rates. Please refer for guidance to <http://www.hmrc.gov.uk>.

**Claims for one-off journeys** on Company business using the employees own car (employee not eligible for a cash allowance) – currently business mileage reimbursement rates are tax and NI free and are calculated using the published Company fuel rates.

### **11.4 Mileage expense/capture process**

For all driver queries concerning the process for business mileage reimbursement please refer to the Company's expenses policy.

### **11.5 What Constitutes business mileage?**

The purpose of these guidelines is to clarify the basis upon which the Company will accept claims for the reimbursement of business mileage from those employees who:

- have a company car
- have elected to take the car allowance option

- undertake one-off journeys on Company business in their own car

We recommend any qualifying employees above, who are in any doubt as to whether their journeys constitute business travel, liaise direct with Finance. This will identify those specific journeys that qualify as business mileage.

Please refer to your Contract of Employment which will specify/determine your permanent place of work.

In essence business mileage travel involves two types of journey that employees make in the performance of their duties – 1) journeys they have to make and 2) journeys to/from a place they have to attend. The distinction is between a person travelling to work and a person travelling whilst working.

Travel is business travel if the employee is obliged to incur the associated costs as the holder of employment and any expenses are incurred in the performance of the duties of employment. Common examples are salesmen/service engineers and those travelling to temporary workplaces such as a site or customer headquarters.

**Ordinary commuting** is defined as any travel between a permanent workplace and home or any other place which is not a workplace. There is no relief for costs relating to ordinary commuting but the position can be more complicated e.g. an employee cannot turn their ordinary commute into a business journey by merely arranging an appointment on the way – the latter needs to be necessary and not a matter of convenience. Private travel also involves any travel which is not to a workplace – including travel between two places that are not workplaces.

**Permanent and temporary workplaces** - by definition, a workplace is somewhere the employee must attend in order to carry out their duties and there are detailed rules regarding permanent and temporary workplaces.

**Permanent workplace** - this is somewhere that an employee attends **regularly** in order to undertake the duties of employment. In determining whether a workplace is permanent it's necessary to consider if the employee's attendance there is frequent, follows a pattern or where the employee attends for all/almost all, of the period of employment.

The proportion of working time spent at a workplace is one factor in determining whether that is a permanent workplace. Others include regular attendance by the employee (e.g. one day per week), the duties undertaken there are **significant** and the employee has an office, desk or other support services at the location.

## 12.0 Vehicle Maintenance

### 12.1 Servicing/maintenance

The Company leases all its fleet vehicles. The cost of vehicle maintenance is included in the lease agreement, i.e. servicing and mechanical work and please ensure no payment is made directly for work carried out. The service book should be presented to the garage. A record of the service and maintenance carried out on a vehicle must be kept with that vehicle and the service book gives proof of regular maintenance. Always ensure that the garage completes the service book.

The Company will reimburse drivers for any small replacement items that can be fitted by the employee e.g. windscreen wiper blades and headlight bulbs (fuel cards can be used for engine oil, AdBlue and lubricants) but the Company will not reimburse incidentals such as screen wash and de-icer.

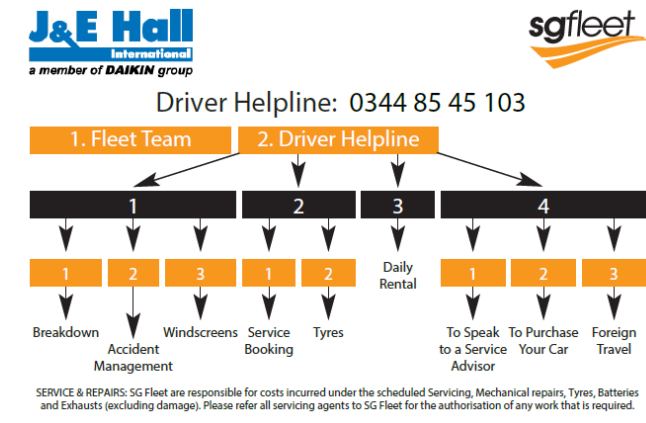
It is the drivers' responsibility to ensure that vehicles are maintained according to the law and manufacturer's guidelines:

A **Driver Helpline** card will be issued with each company car (please refer to next page) and drivers can access a range of services 24/7/365. All servicing, maintenance and repair work must be carried out by **sgfleet** approved garages. Services should be booked in via the Driver Helpline number 0344 85 45 103. Failure to have the vehicle serviced at regular intervals **can** result in extra expense to the Company and by the rejection of warranty claims. The Company reserves the right to pass on any such charges to the driver.

At all times, the car must be looked after and treated in a proper manner and in accordance with manufacturer's recommendations. During warranty and extended warranty this must be done by the appropriate franchised dealer

In addition to routine servicing, the driver should maintain tyre pressures, oil, water and brake fluid levels in accordance with manufacturer's recommendations and also pay due regard, when driving, to the warning instruments for excessive temperature and reduced oil pressure.

**Driver Helpline** - all company vehicle drivers are advised to make note of the following **sgfleet** **Driver Helpline tel no.** to ensure ease of access in the event of emergencies;



## 12.2 Manufacturer's handbook

The manufacturer's handbook as supplied with a vehicle should be read carefully even when you may have driven a similar model before as vehicles continually change. Modifications are often introduced which may need slightly different methods of operation or safety procedures. The manufacturers' handbook should be kept in the vehicle at all times as a point of reference for technical data, e.g. tyre pressures, servicing intervals and general maintenance information.

## 12.3 Cleaning

The vehicle must be maintained in good condition by the user at their expense. The condition of your car is representative of the professional image of the Company and of the driver so you are expected to take the best possible care of the company's asset. Make sure it is regularly washed and vacuumed and take all steps necessary to protect the interior of the car, especially if you have children and/or pets or if you carry dirty/heavy duty equipment. A coat of wax polish is strongly recommended at least once a year to maintain bodywork in a satisfactory condition.

**Do not smoke or allow passengers to smoke in your company vehicle.**

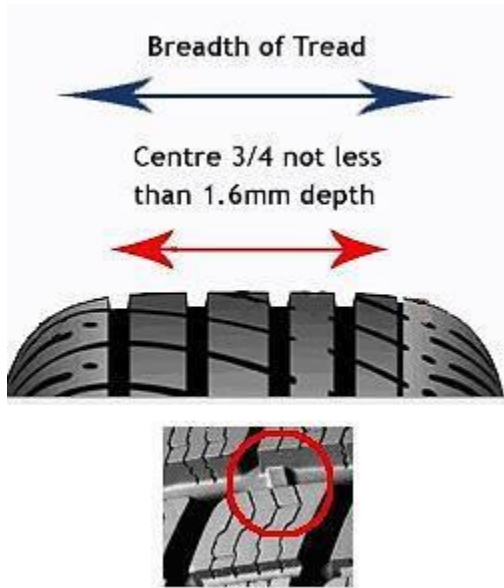
## 12.4 Tyres

A tyre's life expectancy depends to a large extent on the manner in which the vehicle is driven. Excessive speed, braking or acceleration will cause tyres to deteriorate. If they are repeatedly driven against kerbs or large stones the walls of the tyres will weaken. Similarly, if tyres are not maintained at the manufacturer's recommended pressures accelerated wear will occur. You are required to pay particular attention to these points.

You should regularly check tyres. We have instructed **sgfleet** to provide exception reports to identify those drivers found to be running illegal tyres at the time these are repaired/replaced. Repeat offenders may face a warning/disciplinary action to ensure corrective measures are taken in the future.

The law states that the tread depth must not be under the legal limit of 1.6mm. The grooves of the tread must not be lower than the 1.6mm limit throughout a continuous band and must be  $\frac{3}{4}$  of the breadth and entire outer circumference of the tyre. Most tyres now have a depth indicator. The depth indicator is placed around the tyre within the groove, this provides an easy way to check tread depth. Once this groove indicator levels off with the top of the tread the tyres are at 1.6mm and must be changed.

#### How to check tyre tread depth



The law states that the tread depth must not be under the legal limit of 1.6mm. the grooves of the tread must not be lower than the 1.6mm limit throughout a continuous band and must be  $\frac{3}{4}$  of the breadth and entire outer circumference of the tyre. Most tyres now have a depth indicator. The depth indicator is placed around the tyre within the groove, this provides an easy way to check tread depth. Once this groove indicator levels off with the top of the tread the tyres are at 1.6mm and must be changed.

To have tyres which are defective for any reason, constitutes an offence for which the police could prosecute you. Each defective tyre can be penalised with three penalty points and a fine of **up to £2500** – two faulty tyres equals £5000 and 6 points on your licence.

#### 12.5 Exhausts & batteries

Contact [sgfleet](#) giving details of your vehicle and they will arrange for the necessary repairs.

#### 12.6 Windscreens & glass

A chip in your windscreen will only get worse if neglected and cracked windscreens are a major reason for MOT failure. However, in many cases, stone chips can be repaired by means of resin injection to prevent the damage from getting worse. All windscreen repairs or replacements on a Company vehicle must be authorised by the [sgfleet](#) and should be booked in via the Driver Helpline number 0344 85 45 103.

In terms of windscreens, any glass directly in front of the driver (in the line of vision) must be clear of damage – certainly not more than 10mm (pea size). Damage in other areas must not be larger than 40mm (two pence piece).

#### 12.7 Windscreen washer fluid

It is the responsibility of the driver to ensure that windscreen washer fluid levels are maintained at all times. In the event of an accident the Police may check that lack of windscreen washer fluid was not a contributory factor. If this was found to be a factor in any accident, then fines and licence penalty points can be imposed.



## 12.8 All-weather coolant

It is the responsibility of the driver to have the coolant strength checked in late autumn to ensure it is up to the recommended strength during the winter months. Please refer to the vehicle handbook for further details.

## 12.9 Incidental damage/repairs

The company car leasing contract covers all routine servicing and mechanical repairs not covered by warranty. However, there are specific items not covered by the leasing contract for which the Company will be re-charged – these include such items as;

- broken lenses/headlamps
- vandalised aerials
- damaged door mirrors
- damaged alloy wheels
- damaged upholstery
- vehicle body/paint damage

Contact **sgfleet** immediately if any of the above repairs are required.

## 12.10 MOT

All vehicles are required to have passed an annual MOT when they are over 3yrs old. **sgfleet** will advise drivers of company vehicles when an MOT is necessary for their vehicle. Drivers must arrange for the MOT to be completed approx. 2 weeks before the due date. The cost of the MOT will be covered under the lease contract.

Book the car in for an MOT using the **sgfleet** Driver Helpline number 0344 85 45 103 through their approved garage network.

Drivers using their own vehicles on business will be expected to organise renewal of their MOT themselves. **sgfleet** will make an annual check to ensure there is a valid MOT in place for the vehicle.

## 13.0 Personal safety/vehicle security

### 13.1 Personal safety

A well-maintained and regularly serviced vehicle is less likely to break down and leave you stranded. If you use your own vehicle on Company business, join a reliable breakdown organisation. **sgfleet** has organised breakdown cover through the RAC for leased vehicles. The following tips may help you stay safe whilst driving:

- Don't pick up hitchhikers or offer lifts to people you don't know.
- Make sure that valuables and bags are left out of sight and out of reach.
- Put together an emergency kit for your car. This might include an extra coat, bottled water, a torch, spare change and an emergency mobile telephone charger.
- When driving to meetings, try to plan where you will park before you go. Park as close to your destination as possible. If you will be returning after dark, consider what the area will be like then and try to park near street lights.
- When parking in a car park, consider where the entrances and exits are. Try to avoid having to walk across a lonely car park to get to your car. Park away from pillars/barriers. If you can, reverse into your space so you can drive away easily.
- When approaching your car, be aware of your surroundings - have your keys ready and check that no one is inside before entering quickly.
- If you break down, check out your surroundings and only get out of your car if you feel it is safe to do so.

- Road rage incidents are rare and can often be avoided by not responding to aggression from other drivers.
- If the driver of another car forces you to stop and then gets out of his/her car, stay in your car, keep the engine running and if you need to, reverse to get away.

### 13.2 Vehicle security

Despite your car being fitted with an effective alarm/immobiliser, drivers should be alerted to the increased number of thefts from private houses. The prime objective is to initially steal vehicle keys which gains access to the vehicle when parked on the driveway, in the road or even from the garage. Once they have the keys the vehicle will be stolen within minutes.

You can take simple steps to protect your car and your possessions. Vehicle keys should be kept in secure position at all times and not left within easy reach such as on a hall table or key hook overnight or when the house is unattended. Never leave the keys in an obvious place, be vigilant at all times and remain 'key aware' by following these simple steps;

Always take and keep your keys with you even when:

- Filling up with fuel
- Popping into the newsagents
- Loading items into the boot/tailgate area

Never leave your vehicle unattended when:

- Warming up your car in the winter – the insurance cover may be invalidated and the driver may be liable for costs which might otherwise have been covered by insurance.
- Cooling it down in the summer

Always keep your keys safe when not using your car:

- Keep them out of sight
- In a secure place
- Away from windows and doors
- Do not leave keys on a desk in an open office area, especially where there is public access
- Avoid displaying the registration number on the key ring

So whether you are out and about or just at home, you need to keep your keys safe and out of sight. Remember if they can find your keys they will steal your car. It's that easy. Be '**key aware**' at all times.

**Relay Attacks** - a relay attack is a new method used by car thieves, which involves two criminals working together using electronic signal relay devices. One receives the car key signal from inside the victim's home, transferring that signal to the second box, which is placed next to the car. The car's system is tricked into thinking the key is there, allowing thieves to unlock the vehicle and drive away within minutes. In 2016, 66% of Tracker's stolen vehicle recovery customer thefts' were committed by way of a relay attack, confirming just how prevalent this crime has become.

A quarter of those surveyed by Tracker said they leave their car keys somewhere in the hallway overnight. This is the most common location in the house for thieves to target to intercept an electronic car key's signal, and it's where the signal is likely to be strongest because of its proximity to the vehicle itself. Andy Barrs, Head of police liaison at Tracker confirmed "It's clear from our survey that many people are unintentionally leaving themselves vulnerable to these kinds of attack, by putting their keys in easy reach of relay devices. The good news is there are simple precautions people can take".

Whilst the relay devices can receive signals through walls, doors and windows, metal is its enemy, so **putting keys** in a **metal tin** is a cost-effective way to thwart the criminals. Alternatively, invest in a metallised signal blocking pouch, such as a Faraday wallet, which is designed to shield electronic keys from relay attacks.

## 14.0 Accident & breakdown process

### 14.1 All drivers involved in an accident

It is a legal requirement to stop the vehicle when:

- Someone is hurt, even slightly
- Someone else's vehicle is damaged, however slightly
- The vehicle has hit a dog, horse or farm animal
- The vehicle has damaged road signs, trees, plants or property of any kind

Stop immediately (as long as it is safe to do so). Try to remain calm and avoid losing your temper, give yourself time to think. Call the emergency services if there are any injuries or in other dangerous circumstances. Vehicles should not be moved until instructed to do so by a police officer. **Do not admit liability, discuss the incident or offer to pay.**

If a driver is involved in any such incident, it is vitally important that the matter is reported to the correct authorities. Should the failure to do so jeopardize the finances and reputation of the Company, disciplinary measures may be taken against the driver. All accidents, no matter how minor, must be reported to your line manager immediately.

In the event of an accident the driver should obtain the following information:

- The full name, telephone number and address of all Third Parties and of their insurers. If possible, the policy number and whether it is a company-owned vehicle.
- Take the registration number, make and model of all vehicles involved.
- Keep a description of the other driver and the number of passengers in the vehicle and sex/ages of all occupants.
- Make a note of the exact location of the crash, on a motorway note the number of the nearest location post. You should note (i) the car positions before and after the crash (ii) direction of travel of cars involved (iii) road markings, signs and traffic signals and (iv) width of road and any other pertinent information. If you have a mobile phone camera with you take photographic evidence of the car positions and damage. Record as much information as possible.
- The name, telephone number and address of any independent witness – **this is very important.**
- The relevant speed of all vehicles involved.
- A sketch of the scene with positions of vehicles etc., before and after impact, and note measurements and anything that is significant to the accident, i.e. width of road, condition of road surface and weather conditions.
- Details of any indicator/hand signals and any audible signals from vehicles involved.
- Details of personal injury to any party of either vehicle involved in the accident, or any pedestrians.
- Date and time of accident.
- Details of damage to other vehicles or property.
- Give the third party(s) your name and address, the Company's details and the insurance details.

### After the crash

Do not restart your journey until it is safe to do so. Make sure your car is both safe and legal to drive:

1. If any fluids have leaked from the vehicle do not attempt to start it or move it (other than to push it to the side of the road if you are able) and seek recovery.
2. If the steering/suspension or lights are damaged again seek recovery.

3. If you believe the car to be roadworthy, make sure you drive off carefully and check all systems on the car are working.
4. If you are in any doubt about whether it is safe or legal to drive seek recovery.
5. If asked by the police to make a statement, you do not have to provide it immediately. It is better to write it out later taking care with wording. Send a copy of your statement to the Company and keep a copy for your own records.

If you have any reason to believe that the crash has been 'staged' (where someone deliberately crashes into an innocent motorist and claims on insurance or demands cash), don't confront the other driver. Take as much information as possible including the number of passengers in the other car, take photos of cars and passengers and try to find an independent witness then tell the Police of your suspicions.

#### **14.2 Company vehicle drivers involved in an accident**

The conditions of our insurance policy demand that **no liability is admitted to third parties, either verbally or in writing.**

Do not admit liability, discuss the incident or offer to pay. By admitting liability, you might invalidate a claim under the fleet Insurance Policy. If, however the other driver admits liability, write it down and ask him/her to sign it. However, the fullest information must be obtained after an accident to ensure that:

- The driver's interests are protected if a claim is made.
- The Company may be able to recover the cost of repairs to the vehicle when the accident is due to third party negligence.

Drivers **MUST** give their name, address, license particulars, details of the Company's insurance company, and the name and address of the Company. No other information need be imparted. All correspondence received should be forwarded to **sgfleet**. The driver should not reply to any correspondence themselves.

If a driver is involved in an incident with another vehicle, but is unable to notify the third party of any damage or injury, then it is in the driver's interest to notify the police of the circumstances of the incident within 24 hours of its occurrence. It is an offence not to do so.

Following any accident:

- Report the incident to the Company's accident management supplier – via **sgfleet** to FMG on 0344 85 45 103. Give full details of the incident and they will offer you advice, in particular if your vehicle cannot be driven then they will recover it to the nearest approved garage. Incidents must be reported within 24 hours unless exceptional circumstances prevent this.
- Once the incident is logged with FMG they will provide you with a claim reference number - make a note of this.
- FMG will issue an insurance claim form which must be completed accurately and returned in the pre-paid envelope within 48hrs of receipt. The claim form will be automatically sent to **sgfleet** and the nominated Company contact.
- Thefts and break-ins must also be reported to the police. A crime reference number will be confirmed and must be quoted to FMG.
- If your vehicle is deemed not to be road-worthy FMG will assist you in arranging a replacement vehicle.
- All third party correspondence must be passed to FMG.
- If you have any reason to believe that the crash has been 'staged' (where someone deliberately crashes into an innocent motorist and claims on insurance or demands cash) don't confront the other driver. Take as much information as possible including the number of passengers in the other car, take photos of cars and passengers and try to find an independent witness then tell the Police or FMG of your suspicions.
- FMG will arrange collection of vehicle, liaise with the insurers, settlement of repair bills (including any insurance excess) and return of vehicle to driver.

- FMG will provide a Group D courtesy car whilst the original car is being repaired. If the car is undrivable at the time of the accident, FMG will arrange to tow the car to a garage and provide a courtesy car at that point.
- You must also notify your line manager as soon as possible in the event of any incident. Any incident involving any personal injury (whether to you or a third party) or any significant damage to property must also be reported to the Company's HR Department.

**Failure to report an incident will be viewed as a serious offence and may result in disciplinary action.**

Please note that all accident repairs to company vehicles, irrespective of size, must be actioned through the above procedure. If the vehicle being driven is a hire car/van (rather than the regular leased vehicle), please contact [sgfleet](#) for advice on how to proceed.

### **14.3 Accident/incident monitoring**

The Company aims to take the necessary steps to ensure the safety of any driver undertaking both Company business and private travel. Understanding why a crash/incident happened and the circumstances leading up to it will help the Company to provide the necessary support and potential training to prevent further crashes/incidents in the future.

HR will review all crashes/incidents in company cars and dependent on the type and its severity, may wish to gather further information from you. Your assistance in providing further information will be very important towards understanding what happened and how, if at all, it can be prevented from happening again. We will fully co-operate with the Police if a formal investigation is initiated.

We have an obligation to ensure the Health and Safety of our drivers whilst on Company business travel, and where necessary your line manager and a representative from HR may be requested to support you.

Accident/incident statistics will be reviewed on a quarterly basis by the Company's Fleet Steering Group (consisting of representatives of the Company's HR, Purchasing and Corporate departments) for the purpose of identifying trends and avoiding recurrence. The Company reserves the right to re-charge the repair costs, or take other remedial actions, where the driver is clearly at fault and/or is persistently involved in incidents. If an accident or claim is reasonably deemed by the Company to be as a result of fault on the driver's part, the Company reserves the right to deduct payments from their salary as follows:

- 2<sup>nd</sup> or any subsequent fault incident within a rolling 12-month period - £500 excess figure or actual repair costs, whichever is lower;
- Repeated "at fault" accidents may result in the driver being requested to attend a defensive driving course, or having his/her car entitlement reviewed/removed.

### **14.4 Breakdowns**

In the event of a breakdown in a [sgfleet](#) leased vehicle please contact the [sgfleet](#) Driver Helpline on 0344 85 45 168. Where the vehicle is deemed un-driveable and cannot be repaired at the roadside, [sgfleet](#) has a comprehensive 24/7/365 breakdown & recovery service which is operated in partnership with the RAC. This includes;

- Roadside assistance
- Recovery
- 48hr free of charge relief vehicle in the event of a roadside non-repair (leased vehicles only)
- Home assistance
- Assured mobility
- European cover

If your breakdown or develop a fault on the road in a company vehicle, stop at the earliest safe opportunity and location. Put on your hazard lights and side lights in dark or wet conditions. Unless you are in a suitable

stopping place well away from moving traffic do not remain in the vehicle, get out in a safe way, ensuring the road around you is clear. If you breakdown on a motorway, to ensure your own safety and that of any passengers, you must vacate the vehicle and stand well away in a safe position on the verge (well away from the hard shoulder).

#### 14.5 Mis-fuelling

If the wrong fuel is put into the vehicle **do not** start the engine as this can cause severe damage. Explain to the garage operator what has happened and contact your breakdown service.

Please take care when driving courtesy/daily rental vehicles. Mis-fuelling can be costly in terms of both time and money.

All mis-fuelling incidents must be brought to the attention of your line manager/**sgfleet** - contact the Driver Helpline no 0344 85 45 168 and where required a replacement car will be provided until your car is repaired. We consider these incidents wholly avoidable and therefore **reserve the right** to deduct from your salary a contribution relating to recovering or making good the company car following a first mis-fuelling incident. The cost of rectifying any subsequent mis-fuelling will be borne by the company vehicle driver. This incident will be discussed with you prior to any enforcement of the policy.

#### 15.0 General Rules for “Driving at Work”

Company vehicles are supplied to assist the individual in carrying out Company business. The driver is expected to drive the Company’s car at all times in a safe, legal and responsible manner. This must be consistent with the Company brand and values and to keep the car in immaculate condition. The Company reserves the right to withdraw the right to a company car if these instructions are not followed, or deduct exceptional costs from the individual’s salary.

The responsibility for its care and upkeep in all respects lies with the person to whom the car is issued. As a quick reference check list some general rules of “**Driving for Work**” can be summarised as;

- To comply with the highway code at all times.
- The driver/authorised driver must hold a full (UK) current driving licence. Provisional licence holders are not allowed to drive any company vehicle.
- All driving penalties and endorsements or impending prosecutions for any driving offence likely to result in your licence being revoked must be reported immediately to HR.
- You are an ambassador of the Company and you should driver in a safe and responsible manner at all times.
- To immediately bring to the attention of their line manager any hazards, situations or practices which may lead or contribute to a road incident.
- To disclose to the Company anything that might affect their ability to drive – including any notifiable medical conditions.
- To ensure that any vehicle assigned to them is used legally and that routine vehicle servicing/maintenance is carried out as per manufacturer guidelines.
- To report all accidents, incidents and damage to **sgfleet** (our incident handling specialists) at the time of the incident.
- To ensure that adequate checks are undertaken to ensure any other drivers of their assigned vehicle have been authorized by the company to drive.
- Regular vehicle checks are made to ensure your vehicle is road-worthy at all times e.g. all fluid levels, brakes, tyres are legal and checked for pressure/damage, exterior lights are working (headlights, brake lights, indicators and fog lights).
- The Company car must be clean and presentable for use on company business at all times.
- Ensure you are fully familiar with the vehicle’s layout and controls.
- You are strongly advised not use any mobile phones (hand-held) or using free connectivity (Bluetooth or fixed hands- free set) whilst the vehicle is moving. All mobiles must be switched off and are put

into message mode where this is appropriate.

- Any traffic/parking fines incurred on business/private journeys are the sole responsibility of the driver.
- Smoking is **not** permitted in company provided vehicles at any time, irrespective of whether the vehicle is used for business or personal journeys.
- Check that doors, windows, sunroof, bonnet/boot and petrol cap are securely locked when the vehicle is left unattended and wherever possible park in well-lit areas.
- Seat belts must be worn at all times in both the front and rear of the vehicle and checked they are in working order.
- In the event of an accident, do not admit liability, apologise or offer any payment even if you consider the accident was your fault – to do so could invalidate the Company's insurance claim.
- Personal effects are not insured under the Company's motor insurance policy – you should arrange separate insurance for personal belongings (including tools).
- Drivers will be held personally liable for any costs that occur as a result of failure to have repairs carried out following manufacturer recall to your vehicle within the prescribed timescale.
- All post-delivery accessories will need prior authorization from your line manager/**sgfleet**.
- Seat belt legislation must be adhered to at all times regarding carrying of children.
- The use of premium diesel/super-unleaded petrol is prohibited for all fuel card holders unless essential or in the event of an emergency.
- Keep any spare key/fob in a safe place – you will be liable for any cost involved in replacing lost keys if they are not returned upon the return/disposal of the vehicle.
- You must not drink alcohol and drive.
- You must not drive under the influence of non-prescriptive drugs or prescription drugs which may affect your judgement/driving skills.
- Vehicles returned at the end of contract must comply with the recommended standards outlined by the BVRLA
  - where this falls short then the Company reserves the right to re-charge the driver the cost of making good any repairs e.g. unreported accident damage, large dents and scuffs, paintwork damage, significant scuffs to alloy wheels and excess soiling of the interior upholstery.
- Be prepared to explain/justify any business journey/mileage undertaken and to differentiate between business and personal mileage if requested to do so by the Company.
- Not to take the car abroad without authorisation.
- Not to tow trailers or caravans without authorisation.

## 16.0 Company Car Taxation

### 16.1 Tax Liability

The provision by the Company of a vehicle that may also be used for private purposes is treated as a benefit-in-kind for income tax purposes when a company vehicle is changed we will provide details to HMRC. Where you make a contribution to the lease cost or costs of private use then this is deducted from the value of the taxable benefit.

The rules and method of calculation of the tax can be obtained from the HMRC website <http://www.hmrc.gov.uk>. We will declare company car driver status and any changes on an annual basis to HMRC via the P11D process. You are advised to notify the HR Department and contact HMRC directly (your local tax office) of any changes to your Company car or personal circumstances, to ensure your tax code is updated as quickly as possible. You will be required to quote your National Insurance number.

You must ensure that you are fully aware of the tax implications of your choice of company car prior to ordering as the Company will not accept any liability for any resultant tax costs. Should you require any further information relating to the above, or to conduct your own analysis of how you are affected please visit the HMRC website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

The car allowance is paid monthly via payroll with the salary but is non-pensionable and subject to tax and NI deductions via the PAYE system. HMRC permit van drivers to keep their van at home without incurring tax,

provided the driver signs a declaration or signs their contract of employment including this clause, that they will make no private use of the van other than between their home and place of work.

### **16.2 Fuel Scale Tax Liability**

Where fuel is provided for private use this also gives rise to a fuel scale tax liability. The Free Fuel Benefit charge is payable if **any** free fuel is provided for private use during the year. It is an all or nothing charge. However, if you reimburse the full cost of all fuel used for private journeys, as you are required to do in accordance with this Policy/Handbook unless otherwise specifically agreed in writing by the Company's Senior Manager - HR, then no Free Fuel Benefit charge will arise. In cases where free fuel ceases to be provided part way through the year, the Free Fuel Benefit is reduced pro-rata.

### **16.3 Benefit-in-kind (BIK) Tax Rate Bands**

Please refer to the Company car tax rules on <https://www.gov.uk>. These are normally published for the next three-year period. Please note there are supplements for diesel vehicles.

### **16.4 OpRA Rules – The Optional Remuneration Arrangement**

The OpRA rules apply to:

- any arrangement where an employee or director gives up the right (including a future right) to an amount of earnings in return for a benefit. These are known as "Type A" arrangements; or
- any other arrangement under which an employee or director chooses to be provided with a benefit rather than an amount of earnings. These are known as "Type B" arrangements.

#### **When do these rules apply?**

The OpRA rules apply where an OpRA begins from 6 April 2017 or, where an existing arrangement that commenced before 6 April 2017 is modified, varied, or renewed after 6 April 2017.

#### **Does this only affect salary sacrifice arrangements?**

No, crucially the inclusion of Type B arrangements extends the reach of the OpRA rules beyond salary sacrifice arrangements.

#### **How does this affect company cars?**

Company cars with CO<sub>2</sub> emissions of more than 75g/km and available for private use are within the scope of the rules when provided under an OpRA. The higher of comparison is the greater of:

- The modified cash equivalent of the benefit; and
- The amount foregone in relation to the provision of the company car benefit.

The modified cash equivalent is the cash equivalent under the company car benefit rules, but ignoring any capital contributions made by the employee and any required payments the employee makes for private use.

If the amount foregone by the employee is greater than the modified cash equivalent, then a deduction for any capital contribution is made from the resulting benefit. The deduction is given by multiplying the capital contribution (up to the £5,000 maximum) by the appropriate percentage of the company car. A deduction is also given for the employee's private use contribution.



### **Example**

An employee is provided with a company car in the 2017/18 tax year in return for sacrificing £430 of salary per month (or £5,160 per year). The car has a list price of £25,000 and an appropriate percentage of 20%. The employee makes a capital contribution of £2,000.

The modified cash equivalent is £5,000 as the capital contribution is ignored. This is compared with the amount foregone of £5,160. The amount foregone of £5,160 is greater, so this amount is used in determining the company car benefit. The company car benefit for 2017/18 is £4,760 being £5,160 less £400 (i.e. the capital contribution of £2,000 x 20%).

### **16.5 – Commercial vehicle Taxation**

The law states: “Employees pay tax on a company van if they or a member of their family or household make private use of it. If the employee has the van mainly for work journeys (for example, delivering goods or making calls to customers) and the only private use is commuting, there is no tax to pay.

“If there is other private use, tax is payable unless this private use is insignificant.”

What constitutes insignificant use? Officially, the rules laid down are as follows:

#### **Insignificant use. A driver who:**

- Takes an old mattress or other rubbish to the tip once or twice a year
- Regularly makes a slight detour to drop off a child at school or stops at a newsagent on the way to work
- Calls at the dentist on the way home from work

#### **Significant use. A driver who:**

- Regularly uses the van to do the supermarket shopping
- Takes the van away on a week’s holiday
- Uses the van for social activities

#### **What a driver pays**

- In the tax year 2019/20 for private use of a van, drivers are given a £3,430 charge, which means a 20% taxpayer will pay a total of £686 per year.

This may be subject to change in the near future by HMRC, please ensure that you check with HMRC or the J&E Hall fleet team for any changes in legislation.