



## VEHICLE POLICY

### Company Cars

Subject to holding a current, full driving licence, some employees are provided with a vehicle for use in the performance of their job duties. If you are provided with a company vehicle, this will be set out in your contract of employment. A company vehicle may be used only for business use. In particular, the employee is the only person authorised to drive the vehicle. Under no circumstances may any other person drive the vehicle.

### The company vehicle may not be used for:

- any business purposes other than those undertaken on behalf of the Company
- hire or rewards (either goods or passengers)
- racing, pace making, rally driving or any other competitive event

Employees are only provided with company vehicles at the absolute discretion of the Company and it may change its rules and procedures on company vehicles at any time and from time to time.

The Company will pay for the MOT, licensing, maintenance, repair and servicing of company vehicles (provided repairs and service are not caused by the employee's negligence or wilful default) and when necessary replacement thereof. However, employees have no contractual right to a replacement vehicle. The Company will also pay for the cost of petrol/diesel (as appropriate) for business use only. When any manufacturer's cover expires, the Company will also arrange to provide and pay for emergency breakdown/roadside assistance cover through a motoring organisation selected by the Company.

The employee will be responsible for any for any income tax liability as assessed by HM Revenue & Customs in respect of the use of the vehicle.

The employee must not permit the vehicle to be taken out of Great Britain without the prior consent of their line manager.

The Company will retain all documents relating to the registration of the vehicle. However, the employee is responsible for ensuring the vehicle has a valid MOT certificate and valid licence (tax) disc and for ensuring the car is properly maintained and serviced. As stated above, the Company will generally bear the cost of these matters. Appointments for MOT testing and servicing will be made by the Company. Employees are required to identify the service dates in line with the vehicle log book and mileage record.



The employee is also responsible for ensuring the car is properly looked after at all times and is responsible for the cleanliness of it, together with its equipment and fittings.

The employee must ensure that it is kept in a roadworthy condition, that regular checks are made of tyre tread, tyre pressure, lights, brakes, oil, water, coolant, fuel, screen wash and battery and that it conforms with current road traffic legislation and that the provisions and conditions of the policy of insurance relating thereto are observed and that such policy is not rendered void or voidable.

The Company may seek to recoup any losses in the event of damage caused to the vehicle by the employee's negligence or wilful default. In addition, the employee is responsible for the excess which is required to be paid which is not recoverable from the insurance company should the vehicle be involved in an accident, irrespective of the responsibility for the accident.

The employee accepts that the Company shall be entitled to deduct the cost of repair of any such damage and/or the cost of the insurance excess from his or her wages and, if this applies, a relevant deduction from wages clause will be set out in the employees' contract of employment.

Employees are not permitted to carry out any alterations to the vehicle, nor are they permitted to fit radios, stereo equipment, fog lamps, roof racks, tow bars or any other accessories.

Personal items are left in the vehicle entirely at the employee's own risk and the Company does not accept any liability for loss, theft or damage of personal items.

The employee must report to the Company forthwith:

- vehicle defects or damage to the vehicle
- any theft or loss of the vehicle
- any road traffic accident in which the employee may be involved whilst driving the vehicle, whether or not that occurred on the Company's business
- any fixed penalty notice or any order of any court to endorse the employee's driving licence or to disqualify him or her from holding a driving licence, whether or not that consequence occurred whilst driving on the Company's business
- any other event which results in the employee being ineligible to drive the vehicle

The employee must also immediately report any theft or loss of the vehicle or reportable road traffic accident involving the vehicle to the police.

Where a road traffic accident also involves a third party's vehicle, the employee is responsible for obtaining the registration number of that vehicle and the particulars of any persons involved in the accident, as well as the names and addresses of any witnesses to the accident.



The employee must drive within the law and abide by all requirements of road traffic law and the Highway Code, including but not limited to:

- ensuring that a valid tax disc is displayed in the windscreen of the vehicle
- ensuring that traffic signs and speed limits are observed
- ensuring that the vehicle is properly parked and not in breach of any road traffic regulations

The employee is responsible for the payment of any and all fines incurred as a result of a motoring offence whilst the vehicle is in the employee's possession, including parking and speeding fines and, if this applies, the employee accepts that the company shall be entitled to deduct the cost of any such fines from the employee's wages and a relevant deductions from wages clause will be set out in the employee's contract of employment.

Upon request, the employee must provide his or her full driving licence for inspection.

Failure to observe these rules or failure to use the vehicle in a reasonable and responsible manner may result in the Company withdrawing the use of the car from the employee concerned. In addition, a failure to observe these rules will be regarded as a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the seriousness of the breach, it may constitute potential gross misconduct rendering the employee liable to summary dismissal.

In the event that the company suspends the employee from the performance of his or her duties in accordance with the Company's disciplinary procedure, the employee will not be entitled to the continued use of the vehicle during that period of suspension.

The employee must promptly return or account for the vehicle and deliver up the keys to the Managing Director, Paul Heales, in the following circumstances:

- on the termination of the employee's employment
- if, for whatever reason, the employee ceases to hold a valid and current licence to drive private motor cars
- during any period of extended leave granted by the Company
- if the employee is convicted of a careless, reckless or dangerous driving offence, at the discretion of the Company
- if the vehicle is involved in an excessive number of accidents whilst being used by the employee, as determined by the Company
- if the employee violates the terms of this policy or fails to use the vehicle in a reasonable and responsible manner, as determined by the Company
- if there is an unacceptable increase in the insurance premium for the vehicle as a result of the number of penalty points endorsed on the employee's driving licence, as determined by the Company.



If one of these applies, the employee accepts that his or her failure to return or account for the vehicle will entitle the Company to withhold any outstanding monies/wages due from the Company to the employee up to the value of the vehicle and a relevant deduction from wages clause to this effect will be set out in the employee's contract of employment.

### **Car allowances**

In lieu of the provision of a company car, the employee may elect by notice in writing to the Company to receive a monthly car allowance of such amount as shall be notified by the Company from time to time. This allowance shall be added to and paid on the due date for payment of salary.

### **Driving and mobile phones**

Some employees are required to drive on the Company's business as part of their job/duties, operating a mobile phone whilst driving reduces concentration and increases the likelihood of an accident. It is also a criminal offence. This section therefore also sets out the Company's requirements in relation to employees using mobile phones whilst driving on Company business. It applies irrespective of whether the employee uses a Company-provided mobile phone or their own personal mobile phone and irrespective of whether they are driving a Company vehicle or their own vehicle.

Employees are completely prohibited from using a hand-held mobile phone or similar hand-held electronic device whilst driving as part of their job duties, whether this is to make or receive telephone calls, send or read text or image/picture messages, send or receive facsimiles or to access the internet or e-mail. If any employee is discovered contravening this rule, they will face serious action under the Company's disciplinary procedure. In view of the potential health and safety implications, it may also constitute gross misconduct and could render the employee liable to summary dismissal. If an employee does wish to use a hand-held mobile phone when driving, he or she must stop the vehicle and completely turn off the vehicle's engine before using the mobile phone. A person is regarded as "driving" for the purpose of the law if the engine is running, even if their vehicle is stationary. This means employees must not use a hand-held phone at traffic lights, during traffic jams or at other times when the engine is still running.

A hands-free phone is one that does not require the user to hold it at any point during the course of its operation. A mobile phone that is attached to fixed speakers and does not require the user to hold it whilst in use (for example, because it is stored in a cradle) would be covered, as would a hands-free mobile phone with voice activation. If the phone needs to be held in the user's hand at some point during its operation, for example to dial the number or to end the call, it is not hands-free. If employees are required to drive as part of their job duties and they wish to use a mobile phone, they must ensure they have the appropriate hands-free



equipment for the phone. However, even with hands-free equipment, driving and conducting a telephone conversation are both demanding tasks and the employee should take all reasonable steps to ensure they do not carryout these tasks at the same time. The employee should therefore make use of any voicemail or call divert facility available, rather than make or receive "live" calls. The employee should then stop regularly in safe places to check for voicemail messages and to make and return calls. If an employee does need to make or receive a call whilst driving on Company business and he or she has the appropriate hands-free equipment, these calls should nevertheless be limited to essential calls and only when it is safe to do so.

Please sign and date below to confirm that you have read and understood the policy above.

Signed .....

Date .....