



FINANCE POLICY & PROCEDURE

(FPP NO.9)

LEASE CAR SCHEME

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EQUALITY IMPACT ASSESSMENT

1. Introduction

This policy describes the car scheme operated by the Trust and its subsidiary companies.¹

The following are the key individuals responsible for operating and monitoring the scheme:

| | | |
|--------------------------|---|--|
| Financial Management | : | Assistant Director of Finance (Financial Control) Assistant Director of Operations (Support Services) |
| Scheme Administrator | : | |
| Vehicle Management | : | Fleet Admin Department |
| Motor Insurance | : | Driving Standards Manager |
| Incident Management | : | Driving Standards Manager |
| Approval of Applications | : | Chief Executive, Director of Finance and other Directors |

2 Equality Statement

The Trust is committed to promoting positive measures that eliminate all forms of unlawful or unfair discrimination on the grounds of age, marriage and civil partnership, disability, race, gender, religion/belief, sexual orientation, gender reassignment and pregnancy/maternity or any other basis not justified by law or relevant to the requirements of the post.

By committing to a policy encouraging equality of opportunity and diversity, the Trust values differences between members of the community and within its existing workforce, and actively seeks to benefit from their differing skills, knowledge, and experiences in order to provide an exemplary healthcare service. The Trust is committed to promoting equality and diversity best practice both within the workforce and in any other area where it has influence.

The Trust will therefore take every possible step to ensure that this procedure is applied fairly to all employees regardless of age, marriage and civil partnership, disability, race, gender, religion/belief, sexual orientation, gender reassignment and pregnancy/maternity or any other basis not justified by law, length of service, whether full or part-time or employed under a permanent or a fixed-term contract or any other irrelevant factor.

Where there are barriers to understanding e.g. an employee has difficulty in reading or writing or where English is not their first language, additional support will be put in place wherever necessary to ensure that the process to be followed, is understood and that the employee is not disadvantaged at any stage in the procedure. Further information on the support available can be sought from the Human Resource Department.

3 Eligibility

The Trust operates a discretionary lease car scheme for any Director (non-Board), Manager or other member of staff who requires a car to be able to perform their role, and who will travel at least 5,000 business miles each year for SCAS for a 3 year fixed lease term. Eligibility to the scheme must align with the operational needs of the service. Vehicles will be issued to an individual for their personal use and if required by Operations may include blue lights that are permanently fitted to the vehicle.

Eligibility will be based upon both of the following two requirements being satisfied.

- **Essential Car User:** staff who respond on emergency, staff who travel high

¹ Any reference to Trust includes 'its subsidiary companies' throughout this document

mileages on business for SCAS and any person who carries service equipment to meet service delivery e.g. training officers, I.T department.

- **Business Mileage Usage:** staff who travel a minimum of 5,000 business miles per year.

Cars will be allocated solely to meet the business purpose of the Trust. The principal requirements will be evidenced from the appropriate Director/Manager that the user is likely to drive at least 5,000 miles a year on trust business. As a minimum, six months evidence from actual working experience and travel needs will be required before a postholder can be considered for inclusion in the scheme.

Business miles for each lease car holder will be reviewed on a quarterly basis. A rigorous assessment will be undertaken to determine the number of business miles undertaken in the preceding 12 months and the mileage likely to be undertaken in subsequent periods. If the business miles for the last 12 months, over any rolling 12 month period, is less than 4,000 miles, then the user will be given notice that they are no longer eligible for a lease car subject to a review of anticipated future mileage. Mitigations can be submitted to the Director of Finance within 20 days of that notice. The car will then be taken away from the post holder 2 months later. Users who undertake between 4,000 and 5,000 annual miles are not included to give some leeway for mid - term terminations.

Where the organisation requires an employee to change work base location as a result, for example of organisational change, excess mileage relating to this change will be recorded in line with Agenda for Change terms and conditions i.e. paid and claimed as business mileage. This mileage is however regarded as private mileage by HMRC and will be taxed accordingly.

The scheme is open to any member of staff who meets the required criteria e.g.

- Full Time Staff
- Fixed Term Contract Staff
- Part Time Staff

If an employee believes that they should have access to the scheme they should liaise with their appropriate manager and submit a business case stating the reason, benefits, costs etc.

For staff who work less than full time hours (typically 37.5 hours per week), the minimum business miles will be multiplied by the pro rata hours worked. For example the minimum business miles for a member of staff who works 0.6 whole time equivalent (wte) will be 3,000 miles (5,000 miles x 0.6).

4 Allowance

Staff are permitted to select any vehicle subject to the conditions laid out in section 9 but are limited to vehicles that fall within the cost below. An employee may contribute up to an additional £1,000 per annum of these costs, if the choice of vehicles exceeds the permitted allowances below.

Allowances (per year), exclusive of VAT, for staff eligible for this scheme are all-inclusive and no additional car allowance will apply to the post.

| | |
|---------------------------------|--------|
| Director level (8d) (non-Board) | £4,300 |
| Managers (8a+) | £3,400 |
| Others | £2,800 |

Note: The base mileage for costing of the vehicle will be based on the total contracted mileage per annum. If an employee fulfils the eligibility criteria for the car scheme they will have the monthly cost (if applicable) of the lease car deducted from their salary each month.

5 Cost to the Employee

Vehicles issued under this scheme will be contracted at 14,000 miles per annum, 16,000 miles per annum or 20,000 miles per annum. Each vehicle will assume to have a specific mileage split which will assume 5,000 business miles per annum in all instances. Therefore vehicles contracted at 14,000 miles will allow for 9,000 annual private miles and 5,000 miles business, vehicles at 16,000 miles (11,000 private, 5,000 business) and vehicles at 20,000 miles (15,000 private, 5,000 business).

We would normally expect vehicles to be contracted at the above levels. A different annual contract mileage can be proposed in very special circumstances where a case would need to be made to the Director of Finance. However this is unlikely to be approved except in very special cases.

The lease car holder will be required to contribute towards their private mileage which will equate to 30% of the annual lease cost of the vehicle. This in addition to any contributions required under section 4. These costs and contributions will be subject to VAT as appropriate. Note that the private contribution will be linked to the annual mileage that has been contracted so private contributions will be proportionately higher for vehicles contracted at 20,000 miles than for 14,000 miles.

Vehicles are insured through an appointed broker that the Trust uses for its owned vehicles. The employee will be required to make a fixed annual contribution of £100 towards the annual insurance cost of the vehicle.

The employee contribution towards the annual lease, any cost that exceeds their annual allowance and contribution to insurance costs will be divided by 12 to produce the monthly amount payable by employee and this will be deducted from the employee's salary on a monthly basis for the duration of the lease term.

Examples of how the above will work are provided in Appendix A4. This will include an example where an employee selects a vehicle that exceeds their annual allowance.

The Trust reserves the right to make future changes (with notice) where

- There are changes in VAT
- There are changes in annual insurance premium
- Other changes as a result of changes in legislation (i.e. increases in road fund licence fee)

6 Excess Private Mileage

The employee's annual contribution to the lease cost is based on a fixed amount of annual private mileage i.e. 9,000 miles, 11,000 miles or 15,000 miles per annum. If the amount of private mileage travelled for the three year term of the lease exceeds the allowable level for the term of the lease, the employee will be subject to an additional charge. This will only be relevant if the lessor levies a charge against the Trust. If an employee leaves the Trust before the term that their vehicle expires then the amount of allowable private mileage will be adjusted pro-rata and a charge will be levied to the lease car holder as applicable.

Excess private mileage will be chargeable at the rates particular to the lessor's vehicle so this may be different for each employee. Note that there will be no refund to the employee in the event that mileage falls below annual contracted mileage. There will be a requirement from the employee to submit an annual return of mileage to Fleet Admin by the 30 April following the preceding year.

The Trust would normally expect to recover excess mileage at the end of the term of the lease. The Trust would normally expect to recover this sum through monthly deductions over the 12 month period that follows the duration of the lease. An employee can opt to make payment in full by cheque at the end of the lease. In addition the employee can make payments for excess mileage before the end of the term of lease by prior arrangement with the Finance Department if private mileage is likely to exceed allowable contracted private mileage.

Irrespective of the amount of private mileage that has been undertaken, where the amount of business mileage exceeds the allowable contracted level of 5,000 miles, there will be no additional charge to the employee.

The Trust reserves the right to levy a charge for private mileage before the term of the lease is due to expire if private mileage is significantly above the pro-rata amount of the allowable private mileage at any point during the term of the lease

All other charges levied against the Trust, in respect of the employee's lease car, will also be recovered by salary (which is not an exhaustive list) to include:

Uninsured damage charges

Costs incurred through neglect, abuse or poor maintenance of the car

Accidental damage

Insurance policy excess

Insurance premium increases

7 Implementation

The policy will apply to all existing lease car holders and include all vehicles allocated prior to 1 June 2014. During year 1 an employee may opt to return their vehicle without notice and the Trust will meet any termination costs associated with the return of this vehicle. In cases where a vehicle has been returned before its expiry date, the employee can take up the option of applying for a Trust travel loan of up to £5,000 at nil interest to purchase a replacement vehicle.

In relation to section 4 above the Trust will phase in both the contribution to private mileage and insurance. This will be 15% of the annual lease cost (1 June 2014 to 31 May 2015) rising to 30% (1 June 2015 to 31 May 2016 and beyond). In addition the Trust will levy a fixed charge of £50 per annum towards insurance in (1 June 2014 to 31 May 2015) rising to £100 per annum (1 June 2015 to 31 May 2016 and beyond).

8 Application to Join the Scheme

Eligible employees who join the scheme should discuss with their manager if they are eligible for a lease car. Subject to this being agreed, they should complete the application form (Appendix 1). This should be submitted to fleetadmin@scas.nhs.uk who will obtain quotations for the required vehicle.

If the employee wishes to pursue the option of a lease vehicle, then they should include the final details in the application form and submit it to their Director/Manager for approval.

Once approval has been given, the form must be sent to the Finance Director for signing off for final authorisation. As arbiter of the scheme the Finance Director will be responsible for ensuring that the vehicle meets the relevant vehicle criteria and that there are sufficient funds within relevant budgets to meet the identified costs to the Trust. The final authorisation will be forwarded to Fleet Administration for ordering. Fleet Administration cannot process any claim unless authorisation from all signatories has been provided on the application form.

9 Vehicle Choice

Eligible employees have a choice of vehicles, but they must comply with the following criteria:

Operational Emergency Services Directors/Managers/Officers (who are on call & clinically trained)

The Trust will wherever possible have vehicles that are compatible with the criteria below however vehicles must align with the operational fleet standardisation programme. The vehicles will be chosen by the Trust to meet the job requirements. This will ensure that Emergency Operations has the ability to bring these vehicles into main operations if and when required to meet vehicle demand requirements, and ensure that best value for money is achieved. If any extras which are approved by the Director of Finance are ordered then these would be paid for by the employee.

Directors and Other Employee's

- Vehicles will have at least 2 doors. For all vehicles the Director of Finance will need to be satisfied as to the appropriateness of any vehicle. For example sport cars and/or convertibles are unlikely to be deemed suitable.
- Vehicles can be diesel or petrol. However the Trust encourages the consideration of Bi-Fuel or Hybrid type vehicles, providing they are fit for purpose and meet all conditions of this policy.
- Any employee requesting a vehicle not quoted under the normal insurance groups, or which has special terms attached, must obtain approval from their Director/Manager in advance. If approval is granted they may be required to pay any premium addition determined by the Trust's insurance company.
- Vehicle choice should be considered to help the Trust meet Green Issue obligations and Carbon Foot Print reductions so that wherever possible there is a reduction in the overall CO2 emissions.
- Mobile phone holders or chargers may be fitted of a universal fitting type.
- Any adaptations required for disabled drivers will fall outside of this policy and will be treated on a case by case basis. As a general rule adaptations will only be considered to vehicles for disabled drivers who are employed by SCAS and are entitled to a vehicle under the rules of this scheme.

10 Business Only Pool Vehicles

Employees who are deemed essential (see section 2) will have the option of using a Trust business use only vehicle to undertake their business mileage rather than having a leased vehicle as above. Business only vehicles can only be allocated to these functions.

This type of vehicle would be appropriate for conveyance of equipment and undertaking of on call rotas. The Trust will allow the vehicle to be taken home if the employee needs the vehicle to undertake on call shifts (i.e. because of the nature of their on call duties they need to have a vehicle with them at all times during their period of on call) or to convey equipment from one location where the vehicle is not normally kept at home. As a rule of thumb we would not normally expect the combined effect of these conditions to amount to more than 40% of the available working days in any given period. No other private mileage use of the vehicle will be permitted.

It will be for the Function to manage the use of the pool vehicle and they should have due regard to HMRC rules as they affect pool vehicles i.e. the vehicle should be made available to and used by more than one employee and the car should not be used by one employee to the exclusion of others.

11 NCAP Rating

The Trust is committed to ensure that cars provided for the use of employees through the Trust lease car scheme will have a high level of recognised safety rating. From 1 August 2009 all vehicles supplied through the scheme are to have achieved the Euro NCAP 4Star Adult rating with 5 Star desirable from 2010. Details of which vehicles meet this requirement can be found on the website below.

<http://www.euroncap.com/home.aspx>

12 Reducing the Trust's Carbon Footprint

In recognising that we have a contribution to make to the Health of the Nation, that the links between transport and health are undeniable, and to demonstrate that we are committed to reducing the Trust's carbon footprint, the Trust will aim to comply with both government direction and national good practice in reducing carbon emissions of the vehicles obtained under this scheme.

The Trust has set an upper limit for CO₂ emissions of 100 mg CO₂, which has reduced over time to meet government targets.

All non - blue light vehicles must comply with these targets. Of course, these government targets are subject to ongoing review and the achievement of these is highly dependent on the motor manufacture industry improving the level of CO₂ emissions in the vehicle design. The decision to implement the above reducing scale will be taken annually by the Executive Team.

Vehicles meeting the above CO₂ criteria can be found at:

<http://www.vcacarfueldata.org.uk/search/vedSearch.asp>

13 Mileage Allowances

Trust fuel cards will only be issued for those staff who are required to use their vehicle on a regular basis for official duties, and may from time to time have a requirement to respond to A & E emergency incidents under blue light conditions. Drivers with fuel cards must reimburse the Trust for any private mileage. This will be reimbursed by completion of the Trust's Repayment of Private Mileage Form. Fuel rates will be based on the Company Car Advisory Fuel Rate per Mile issued by H.M Revenue & Customs. Rates may vary according to the type of vehicles and the emissions it produces. The Repayment of Private Mileage Form should be completed monthly by the car user and must be counter signed by the appropriate line manager and submitted with a cheque to the Finance Department. The Central Fleet administration team receive monthly fuel card reports from the supplier and transactions will be monitored by this team. Any concerns or inconsistencies will be reported immediately to the Fleet Manager and subsequent actions taken.

All employees with issued lease cars will be reimbursed their fuel costs monthly (in arrears) based upon the rate recommendations per mile issued by H.M Revenue & Customs. The SCAS monthly expense form must be completed and submitted accordingly.

Lease Car Scheme drivers will be able to claim for passengers under the Agenda for Change passenger rate guidance.

The Trust will only pay for mileage that is deemed business which will follow HMRC guidance. For all employees this is as defined by HMRC as:

- Journeys that employees have to make in the performance of their duties;
- Journeys that employees make to or from a place they have to attend in the performance of their duties.

Business mileage does not normally include:

- Ordinary commuting or private travel which is defined as the journey that employees make most days between their home and their permanent or nominated place of employment.

All mileages should be based on the AA route mapping system and/or an accredited sat nav system that mirrors the standards of the AA route mapping system.

14 Income Tax Implications

Employees should be aware that the provision by the employer of a vehicle that can be used for both business and private mileage will be assessed as a taxable benefit in kind by the Inland Revenue. The individual is entitled to set against the taxable benefit the contribution that he/she makes towards the running costs of the vehicle.

For the appropriate tax year the benefit in kind is the manufacturer's list price including any factory fitted optional extras multiplied by the tax percentage (as determined by DVLA based on CO2 emissions).

Benefit in kind taxation is calculated by taking the car's list price for tax purposes (known as P11D value), which includes any optional extras fitted. The car's percentage banding determined by its CO2 emissions and its type of fuel and any private contributions made towards private mileage. Income tax is calculated @ 20% or 40% on the resulting benefit in kind calculation.

Tax liability is calculated differently for those using cars fitted with blue lights.

Employees are advised to notify HMRC immediately they take delivery of a lease car so that their tax code is adjusted as soon as possible and thus avoid significant arrears of tax as the Trust's Payroll Provider will only inform HMRC by competing an annual P11d, which is not submitted to HMRC until July each year. It is the responsibility of the employee to notify the Trust and HMRC where the information on this is not correct. The Trust will not be liable for any underpayment of tax due from the employee.

If a Pool Car is used exclusively by a particular employee then the employee may be liable to a benefit in kind charge. However you should read the HMRC website for further advice on this.

Employees should be aware that choosing a less efficient car may have significant tax implications for the employees, and some cars may incur significant tax surcharge. Tax regulations may change.

Listed below is an example of how the employee and Trust can benefit from choosing a low CO2 vehicle. Note that tax regulations change and the individual should consult their tax office for the current regulations. This is illustrative only and the Trust takes no liability for any incorrect information enclosed.

The following table shows the difference between the diesel and petrol band (based on 90 and 100 g/km). The calculations have been based on a typical fleet average P11D of £20,000. These figures are per annum and do not take into account private use contributions.

| Tax Year | CO2 | Taxable Benefit | 20% Tax Payer | 40% Tax Payer |
|---------------|-----|-----------------|---------------|---------------|
| Diesel | | | | |
| 2018/19 | 100 | £5,000 | £1,000 | £2,000 |
| 2018/19 | 90 | £4,600 | £920 | £1,840 |
| Petrol | | | | |
| 2018/19 | 100 | £4,200 | £840 | £1,680 |
| 2018/19 | 90 | £3,800 | £760 | £1,520 |

Furthermore under current UK taxation legislation, SCAS must pay 13.8% of an employee's taxable benefit to the tax office (HMRC) as Class 1A National Insurance payments

15 Motor Insurance

The vehicle is covered by comprehensive insurance whilst it is being used for business purposes and social domestic and pleasure use. Personal effects are covered, limited to £250.

Additional named drivers using the vehicle will be covered under the Trusts insurance scheme. Any additional drivers required MUST be named on the vehicle request form and a copy of their driving licence supplied to the Driving Standards Manager.

The Trust's Comprehensive Insurance Policy covering these vehicles, does not afford the employee any cover to drive any other vehicles with the owner's consent as a normally operating private 'Comprehensive' policy may do.

It should be noted that an employee could lose no claim discount benefits when arranging insurance cover for their own car after terminating an agreement with the Trust. Most insurance companies will request a letter from the Trust confirming that the individual has not been involved in any reported accidents whilst under Trust insurance (business or private) and will automatically continue to include a no claim bonus in their policy. This letter can be requested through the Driving Standards Department.

Employees should be aware, however, that not all insurance companies will accept this and may reduce no claims discounts accordingly.

The driving of any vehicles by an employee, other than a vehicle owned, loaned or hired by the Trust, is not included within the insurance policy.

The current insurance policy carries an excess (currently £250) which the employee will be liable for if they, or an additional named driver, are deemed accountable following a reportable road traffic collision whilst the vehicle was being used for social, domestic or pleasure purposes. In addition to this excess the employee will be liable for a supplementary excess payment as listed below, if applicable;

| | |
|--|------|
| Additional driver liable and under the age of 21 | £250 |
| Additional driver liable and under the age of 25 | £150 |

Additional driver liable with under 12 months full licence entitlement £150

16 Maintenance

The user will be responsible for arranging all servicing, maintenance and repair of their vehicle as required by the leasing company. However, Trust workshops may be authorised to service and repair vehicles under certain lease company agreements.

17 Terms & Conditions

17.1 Employee responsibilities

Contract hire vehicles are supplied by the contractor on the assumption that the cars will be kept in good condition and to the same standard as if the employee owned the car. It is in the interests of all parties that the cars have a high value when returned at the end of the contract.

The employee has a specific responsibility for the following:

- i. Completing the Form MOT12 (internal fleet maintenance form) at the end of each month and returning to the Fleet Administrator Team.
- ii. Keeping the car in a clean condition, at the employees cost.
- iii. At regular intervals checking the oil, water, battery, brakes and any other fluid levels, tyre pressures and condition of the tyres, and 'topping up' as necessary.
- iv. Observing the recommended running in speed, where appropriate. Reporting any defects promptly as instructed by the contract or the Trust, and using best endeavours to ensure any work covered by the manufacturer's warranty is carried out under that warranty. The employee must not knowingly do, or omit, anything, which would prejudice or invalidate the warranty.
- vi. Ensuring that servicing and maintenance are carried out at the intervals recommended by the manufacturer.
- vii. Obtaining approval for repairs as instructed by the contractor.
- viii. Ensuring that road fund licences are displayed by the due date.
- ix. Ensuring reasonable security of the vehicle at all times, i.e. keys should never be left in the vehicles whilst the vehicle is unattended, unless the vehicle is fitted with a 'Run Lock' system as fitted to vehicles which respond to emergency calls. Wherever practicable the vehicle should be locked and any fitted security device activated.
- x. Conforming to all instructions and recommendations in the manufacturer's handbook and all other instructions and advice given by the contractor or the Trust.
- xi. To seek prior approval of the lease company and Fleet Manager before fitting any accessories to the vehicle e.g. tow bar not fitted when ordered.
- xii. Not to remove any accessories from the vehicle at the end of the contract hire period, if this will result in damage to the vehicle, or if they were factory fitted, to make good any damage or loss resulting from any such removals.
- xiii. Not to deface or suffer to be defaced the paintwork, body and coachwork of the vehicle, without prior consent, in writing, of the owner and the Trust first being obtained.

The employee should bear in mind that he/she will be personally responsible for the car's roadworthiness as if he/she were the owner of the vehicle; a driver is legally responsible for the roadworthiness of the vehicle being driven. Regular checks of tyres lights and fluid levels are strongly recommended. Employees should not service, repair or adjust the vehicle themselves (other than as mentioned above) and, in particular, must not interfere with the odometer (the instrument that records the mileage of the vehicle). Advice with regard to vehicle maintenance arrangements can be obtained from the Fleet department.

Towing by the vehicle is permitted, subject to the instructions in the driver's handbook, but the cost of any necessary towing equipment and electrical modifications will require to be borne by the employee.

The employee is under a duty to report all damage promptly to the Driving Standards Manager. Where an employee has damaged the vehicle due to failure to maintain, or owing to neglect of maintenance, non-reporting of defects or unreported damage, then he/she may be liable to pay for the resulting repairs. The BVRLA guide to fair wear and tear will be used as the bench mark standard.

Employees have an obligation to notify the Driving Standards Manager of any speeding or other motoring/traffic offence that they have been convicted of. Failure to do so may lead to disciplinary action.

The vehicle may be used to transport patients as required to hospital following attendance at an emergency or urgent call. If this decision is made by the driver the same rules and regulations as within the Trust's SRV Conveyance Policy must be adhered to before travelling. The patients care must not be compromised by the decision to transport, and the driver must not be distracted by the patient whilst driving (emergency driving is covered in the above).

In cases where the vehicle is equipped and available to be used for emergency driving, it MUST NOT be driven to the scene under these conditions with any non SCAS employee(s) on board unless necessary and authorised by the Trust prior to the journey. This activity would not routinely be authorised by our motor insurers and failure to comply could result in cover not being provided and may result in instigation of the Trust's Discipline Conduct Policy.

Although hands free mobile phone units may be fitted, the use of such equipment should be kept to a minimum. Remember if involved in a vehicle incident the Police may check to see if the mobile phone was in use at the time and this will be considered as part of any investigation.

17.2 2 Use of the Car

The vehicle may only be used for social, domestic and pleasure purposes and for the business of the Trust, by the employee or by other approved named drivers and holding a full licence (these details must be passed to the Driving Standards Department). See section 11 Motor Insurance / additional excess.

An employee may take the contract hire car abroad (EU Countries only). Normally approval is required only from the lease company; a minimum one month's notice should be provided. Further clarification can be provided by the Trust's Fleet Admin Department. Employees wishing to use the vehicle abroad should seek the advice of the insurance company via the Driving Standards Department. It is the driver's responsibility to ensure they are conversant and fully compliant with the related rules and regulations in force within the country (ies) they are visiting.

The vehicle must not be used for hire, racing, pace making, speed trials or any other sporting competition.

The vehicle may be used for authorised and approved driver training/assessment if required by the Trust.

17.3 Terms of lease

The allocation of a vehicle will commit the employee generally to a three year agreement with the Trust dependant on the employees position and role (see paragraph 16.5 Early termination of hire). If the employee is allocated a blue light vehicle, then the employee will be committed to a 5 year term.

Whilst participating in the scheme, employees will be expected to have the car at their disposal, whenever required, for official business.

The Trust reserves the right to offer a second hand car, if it has been released prior to the termination of use by another employee. In such cases, the period of use will be the unexpired portion of the three-year period, and the contribution will be adjusted to the employee's allowance.

17.4 Other Costs Borne by the Employee

Fixed penalty fines will always be the responsibility of the employee. Any fines passed to the lease company by the police/local authorities, in accordance with current legislation, will be passed on to the employee for immediate clearance.

A £20.00 administration charge will be imposed for any unpaid fine passed to the Trust after the individual has failed to pay subsequent to notification from the Trust.

The employee may be liable for costs incurred by the Trust at the end of the vehicle lease that are not covered by either an incident report form or do not fall under 'fair wear and tear' guidelines laid down by the British Vehicle Rental & Leasing Association (www.bvrla.co.uk).

17.5 5 Early Termination of Hire

The employees' right to a lease car within the scheme will be terminated:

- i. On the termination of his/her qualifying employment with the Trust.
 - a. By the Trust if circumstances dictate e.g. Employee not meeting the mileage requirements

The employees' right to a car within the scheme may be terminated by the Trust at its discretion in the following circumstances – each case being considered on its merits:

- i. By the breach of any of the conditions of the scheme
- ii. In the event of the prolonged absence of the employee from normal duties
- iii. When the employees contributions cannot be recovered from his/her salary
- iv. Any other exceptional circumstances not provided for in (i) to (iii) above.

- v. A conviction for driving whilst under the influence of Drink or Drugs will result in the withdrawal of their lease car. Failure to declare a conviction to the Trust will result in disciplinary action being taken against the individual in line with policy.
- vi. The Trust has the right under 'Duty of Care' legislation to withdraw a company car from an employee as a result of receiving continual speeding penalties, resulting in 9 or more points on their licence or for any other offences attraction penalty points to that level.
- vii. If the required business miles are not being achieved

When an employee terminates the lease contract themselves, i.e. when they leave the employment of the Trust, they will have the option of buying the vehicle at its current value, including settlement of any contractor penalties for early termination. If this option is not taken up then the employee may be liable to all outstanding costs (i.e. early termination penalty charged by the leasing company of 3 months lease costs in year 1, 2 months in year 2 and 1 month in year 3), which will be calculated up to the date of termination of the vehicle lease. Note that if returning the vehicle between 1 June 2014 to 31 May 2015 conditions in section 7 will apply. Wherever possible the Trust will endeavour to reallocate the lease vehicle within the Trust. However employees should take into consideration when ordering a lease car, that vehicles costing substantially above the allocated lease car allowance will be more difficult to reallocate, and may leave the employee bearing this additional cost.

Upon the termination of the employee's participation, or right to participate in the scheme, the employee must return the car as directed and may be liable to outstanding contribution, which will be calculated up to the date of termination or participation.

In the event of the employee's death in service, or on early termination of the employee's employment contract on the grounds of ill health or redundancy, there shall be no financial penalty to the employee or his/her estate on account of the early termination of the contract for private use of the car.

17.6 6 Normal Termination of Hire

At the end of the lease period agreement the following procedure will apply:

- i. The lease car will be appraised for condition by the Fleet Manager in the presence of the employee, who may be required to reimburse to the Trust the cost of any repairs that are agreed by the contractor and the Fleet Manager, as needed to bring the lease car into reasonable condition taking fair wear and tear into account. Any items specifically installed through the Trust and removed prior to return that results in repair cost will be paid by the Trust. In the event of any dispute, independent assessors may be consulted on costs and repairs involved and the assessor's decision will be final.
- ii. The employee shall permit representatives of the Trust or the contractor to inspect the state and condition of the lease car at any reasonable time.
- iii. The lease car may be available for sale to the employee at the end of the lease period, based on a valuation agreed with the contractor.

At the end of the lease period, if the employee does not purchase the vehicle, the following procedure applies:

- i. If there is another contract vehicle being taken, the leasing company will exchange the vehicle for the new contract vehicle. The employee will enter into a new arrangement with the Trust in respect of the new contract vehicle.

17.7 Maintenance and Repairs

The scheme allows for full maintenance, which includes the cost of all servicing, in accordance with the manufacturers' schedule, repairs, replacement of tyres, batteries, exhaust, etc. Employees will be expected to make adequate arrangements for their own transport when the vehicle is having its routine service.

The Trust is under no obligation to provide replacement vehicles following theft/accident and during lengthy repairs. The Trust will try to offer a pool car if available on a first come/first served basis to assist employees if their vehicle is not available for an extended time. However an employee can take an option to include a 24-hour car replacement in their contract. This additional contract will be at extra cost and must be included in the overall additional contributions by the employee.

All servicing, maintenance and repairs will be carried out by an approved facility.

Routine replacement of tyres, exhausts, batteries and puncture repairs may be arranged through an approved contractor upon quoting the account number included in the driver information pack with the vehicle.

In the event of breakage to windscreens, replacements may be arranged through the approved contractor, as authorised by the Trusts' Fleet Workshops.

Breakdown/accident recovery services are included within the scheme at no additional cost to the employee. Details of this service are provided in the driver information pack with the vehicle.

The costs of repairs and replacements owing to deliberate abuse or wilful neglect are not included in the contract hire agreement. Any such costs that are agreed by the contractor and the scheme controller, as appropriate, may be required to be reimbursed by the employee. When servicing is not carried out at the manufacturers' specified intervals, this could result in the warranty being nullified. The cost of any unmet warranty claims may become the responsibility of the employee.

17.8 8 Driving Licences

Employees will only be able to have a vehicle which is covered on the individuals Driving Licence Categories and meet any DVLA recommendations, requirements or restrictions.

The Trust has employed an independent company who will undertake checks on employee's driving licences. Further details of this are available from the Driving Standards Manager.

Employees are required to notify their Manager and Driving Standards Manager immediately of any notice of intended prosecution or any endorsement on their driving licence or any conviction for a motoring offence.

17.9 Additional Named Drivers

Additional drivers may be included on the insurance policy and authorised to drive the vehicle, providing they hold the appropriate licence to do so. The employee must submit an Additional Driver Request Form and receive confirmation of acceptance before the additional driver is permitted to drive the vehicle. They must also present their driving licence to the Trust at the same as the employee responsible for the car.

Any additional driver would normally be excluded from driving the vehicle if they had accrued more than 6 penalty points to their licence. The decision to refuse or retract inclusion of a named driver due to driving history lies with the Head of Fleet and the Driving Standards Manager.

In the event of an additional driver being deemed accountable following a reportable road traffic collision, in addition to the policy excess (see 11 Motor Insurance) the employee will also be liable for any additional policy excess in force at the time, brought about by the driver's age or experience.

The additional named driver obviously carries legal responsibility surrounding the use of the vehicle whilst they are at the wheel. The employee carries ultimate responsibility for the condition of the vehicle regarding cleanliness and damage.

17.10 Driving History, Incident and theft

Employees should ensure that an 'Accident Pack' envelope is kept in the vehicle at all times. This pack includes advice and appropriate forms to be completed following a road traffic collision. The pack can be collected from reception at either Northern House/Southern House or requested from the Driving Standards Department.

Employees and additional named drivers are subject to the Trusts Internal Point System (IPS). Details of the IPS can be found within CPP19 Driving and Care of Trust Vehicles policy.

Employees involved in 2 or more reportable incidents/accidents in a year may have to undergo an assessment by a SCAS approved Driving Instructor, if they are held accountable, or, the employee would benefit from supportive update training. This will be on the recommendation of the Driving Standards Manager. This support option would not normally be extended to additional named drivers, consideration to removal from the scheme would be given under these circumstances.

In addition to their responsibilities under the Road Traffic Act, in the event of an accident or theft, employees should follow the advice within CPP19 Driving and Care of Trust Vehicles policy.

- Never admit liability at scene – remain polite and courteous
- Utilise the 'at scene information' cards to gain and give relevant information (Appendix A.5)
- Report the incident to the Driving Standards Department
- Notify their manager
- Complete an Accident/Theft Report form and submit it directly to their Sector Motor Claims Lead (faxed immediately with the original then posted)

In the event of an incident, where the vehicle is not driveable, the employee should contact Fleet Admin who will arrange recovery via the appropriate workshops or appointed recovery agents.

The following policies must be read in conjunction with this policy:

- Driving & Care of Trust Vehicles CPP19
- Disciplinary Policy

NOTE

This policy will be revised immediately following any changes in legislation in order to ensure compliance. Revisions will be made known to staff through the normal channels of information dissemination operated by this Trust. Additions and amendments required as a result of legislation will not necessitate the rescindment of this policy unless they form a significant change to this policy.

APPENDICES

- A.1 Application Form
- A.2 Personal Belongings in Company Cars
- A.3 Vehicle Security
- A.4 Working examples – Contribution to Private Mileage

A1 Application Form

SOUTH CENTRAL NHS TRUST Application For Issue Of A Trust Vehicle

Instructions for Completion: All sections must be completed in sentence case (sections will expand to facilitate provision of required information). **Note: (i)** This form is issued in accordance with "SCAS" Employee Car Ownership Scheme Policy **(ii)** It is the responsibility of the person requiring the vehicle to ensure that this form is fully completed, authorised and presented to Fleet Admin; **(iii)** No vehicle procurement activity will commence without receipt of a duly completed and authorised application form; **(iv)** Should you encounter any problems with the completion of this application you should in the first instance contact Fleet Admin on telephone no: 02380 742006 or via e-mail FleetAdmin@scas.nhs.uk

Section 1: Particulars of Applicant (main vehicle user).

| | | | |
|--|------------------------------|---------------------------------------|-----|
| Title/Name | | Position | |
| Payroll No | | Department: | |
| Department Cost Centre Code: | | Division: | |
| Age | | DOB | / / |
| Base Location: | | Number of Years Full License Held: | |
| Blue Light User (please tick as appropriate): | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| Home Address: | | Home Postal Code: | |

Section 2: Particulars of Other Drivers (please attach copy of all driving licences)

| | | | | | |
|-------|--|-----|--|---------------|-----|
| Name: | | Age | | Date of Birth | / / |
| Name: | | Age | | | / / |

Note: All drivers' original licences must be produced on collection of vehicle otherwise vehicle will not be allocated.

| | | |
|---|------------------------------|-----------------------------|
| Do you or any of the other drivers suffer from any physical or mental disabilities which could affect your ability to drive (please tick as appropriate)? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Have you or any of the other drivers any police convictions, or are any prosecutions pending (please tick as appropriate)? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Note: If the answer to either of the above questions is **YES**, please attach details on a separate sheet

Section 3: Details of Required Vehicle

| | | | | | |
|--|------------------------------|---|--|-----------------------|---|
| Vehicle Replaces Existing Lease Vehicle (please tick as appropriate). | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | |
| Make: | | Model: | | | |
| Type: | | Engine Capacity: | | | |
| Co ² Emission Rate: | gms | Maximum Co² Rates 120gms – 2014/15 110gms – 2015/16 100gms – 2016/17 | Manufacturer's Published Combined MPG: | mpg (combined) | Note: The Trust vehicle policy specifies that only vehicles capable of achieving an average of 45MPG should be considered for provision. |
| Colour: | | Trim: | | | |

Manufactures Factory Fitted Options Required (please list): **Note:** Blue Light Users will have restricted options availabilities as per Home Office/Emergency Vehicle specifications.

| | | | |
|---|---|---|-----------------------------|
| Will the Vehicle Be Used For Private Mileage? (please tick as appropriate): | | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Annual Business Mileage: (5,000 miles only) | Annual Private Mileage: Please specify either 9,000, 11,000 or 15,000 | Business Mileage (previous 12 Months): | Vehicle Required Date: |
| miles | miles | miles | / / |

Note: An allowance of 16 weeks must be made in respect of availability/required date.

| Section Below to be completed by Fleet Administration only | | | |
|---|--|---|---------------------------|
| Annual Lease Car Allowance (tick as appropriate). | £2800 <input type="checkbox"/> £3400 <input type="checkbox"/> £4300 <input type="checkbox"/> | Private Contribution - mileage Private mileage – allowance Insurance Contribution | £ £ £ |
| Annual Lease Quote Value (inc. vat) | £ | Lease Financial Element | Lease Maintenance Element |
| | | £ | £ |
| Section 4: Declaration: I hereby certify that the information given on this application and supporting sheets (where applicable) is correct. I authorise the Trust to deduct from my salary all such sums as from time to time become due for the provision of this vehicle. | | | |
| Signature | | Date | |
| Section 5: Expenditure Approval | | | |
| Director/Manager Approval. | | | |
| Signature | | Date | |
| Name/Designation | | | |
| Head of Fleet. | | | |
| Signature | | Date | |
| Divisional Director (applicable to Blue Light user authorisation only) | | | |
| Signature | | Date | |
| Director of Finance Approval | | | |
| Signature | | Date | |
| Chief Executive Approval (if/where applicable) | | | |
| Signature | | Date | |
| Section 6: Lease Quotation Information | | | |
| Lease Expiry Date: | / / | | |
| Lessor Name | | | |
| Vehicle Procurement Date: | / / | Procurement Ref. | |
| Notes/Comments: | | Lease Details Added to ERP System by: | |
| | | | / / |

A.2 2 Personal Belongings In Company Cars and on Company Property

You will be aware that there is generally a very high incidence of theft of personal belongings from motorcars and it is your responsibility for insurance of personal belongings, not SCAS and it is not our intention to arrange such cover.

The necessary insurance is readily available by means of an extension on your house contents cover and you are strongly recommended to make the necessary arrangements if you have not already done so. When doing this you should ensure that the sum insured selected is sufficient to provide for the more expensive items such as sports equipment, cameras, etc. as well as clothing. So as not to attract thieves, whenever possible such items should be left in a locked boot and the rest of the car suitably secured.

The Trust will not be held responsible for or contribute to the replacement costs of personal belongings stolen or damaged whilst in vehicles.

A.3 Vehicle Security

1. Never leave ignition keys in the vehicle whilst it is unattended. Such incidents are on the increase and many insurers will decline to deal with such claims.
2. Lock all access points, including the tailgate or boot whenever the vehicle is unattended. For example, theft of and from motor vehicles at petrol filling stations is increasing.
3. Ensure that the steering lock is properly engaged; free movement allows a thief to dismantle the lock more easily.
4. Activate any anti-theft device fitted to the vehicle whenever it is left unattended.
5. Park the vehicle where it can clearly be seen. At night leave it in a well-lit area, driveway or preferably in a locked garage.
6. Garage the vehicle whenever possible or use a secure compound if one is available.
7. Avoid parking in high-risk areas. Use attended car parks and if possible leave the vehicle in sight of an attendant.
8. Never leave valuable possessions in the vehicle – either company owned or personal.
9. Ensure that any contents of the passenger compartment are locked out of sight in the boot or glove compartment.

If the vehicle is fitted with portable audio/CD and/or telephone/hand held portable radio, these should be removed from the vehicle when unattended. (This may be impracticable if the vehicle is used for emergency response due to the number of units supplied).

Operational Officers MUST ensure that any visual warning devices not attached to the vehicle i.e. detachable blue lights, should be put out of sight when not using vehicle for emergency response etc.

A4 Worked Example – Contributions to Private Mileage 40% taxpayer

Example 1 Employee within allowable annual allowance assume 8a grade (£3,400)

Tax payer at 40%
Annual Lease Cost £3,144
PIId Price £20,000
Fuel Diesel/Petrol
Annual Miles 16,000
Lease Period 3 Years
Emissions 98g/km

| | Annual Diesel | Annual Petrol |
|---|-----------------|------------------|
| Contribution to Annual Lease | £943.20 | £943.20 |
| Insurance Fixed Charge | £100 | £100 |
| Total Annual Charge | £1,043.2 | £1,043.20 |
| Tax payable on Benefit in Kind with Contribution | £1,502.8 | £1,182.8 |
| Annual cost | £2,546 | £2,226 |
| Additional monthly Cost | £212.17 | £185.50 |

Based on 2018/19

Example 2 Employee selecting vehicle above their base allowance (Others £2,800)

Tax payer at 20%
Annual Lease Cost £2,800
PIId Price £17,000
Emissions 98g/km
Fuel Diesel/Petrol
Annual Miles 16,000
Lease Period 3 Years

| | Annual Diesel | Annual Petrol |
|---------------------------------------|----------------|----------------|
| Contribution to Annual Lease | £840 | £840 |
| Insurance Fixed Charge | £100 | £100 |
| Total Annual Charge | £940 | £940 |
| Tax payable on Benefit in Kind | £628 | £492 |
| Total annual cost | £1,568 | £1,432 |
| Total monthly Cost | £130.66 | £119.33 |

Based on 2018/19

Equality Impact Assessment Form Section One – Screening

Name of Function, Policy or Strategy: Lease Car Scheme Policy

Officer completing assessment: **Nick Dolden**

Telephone: 01869 365085

| |
|--|
| 1. What is the main purpose of the strategy, function or policy? |
| To outline conditions for provision of a Trust leased vehicle. |
| 2. List the main activities of the function or policy? (for strategies list the main policy areas) |
| <ul style="list-style-type: none"> • Eligibility • Car Allowance • Private Contribution • Process for charging excess mileage • Application to join the scheme • Vehicle Choice • Pool Vehicles • NCAP Rating • Reducing the Trust’s carbon footprint • Mileage Allowances • Income tax Applications • Motor Insurance • Maintenance • Application Form • Personal Belongings • Vehicle Security |
| 3. Who will be the main beneficiaries of the strategy/function/policy? |
| The Trust and its employees. |
| 1. Use the table overleaf to indicate the following:- <ul style="list-style-type: none"> a. Where do you think that the strategy/function/policy could have an adverse impact on any equality group, i.e. it could disadvantage them? |

b. Where do you think that there could be a positive impact on any of the groups or contribute to promoting equality, equal opportunities or improving relations within equality target groups?

Section 3 states different car allowances and section 4 states different costs to employee for private use. Allowances are solely dependent on the employee's role within the Trust. Costs are related to the individual lease costs of the selected vehicle. Neither the allowances or costs have any adverse impact on any equality groups.

| | | Positive Impact | Negative Impact | Reasons |
|---------------------------|--|------------------------|------------------------|---|
| GENDER | Women | No | No | No negative or positive impact |
| | Men | No | No | No negative or positive impact |
| RACE | Asian or Asian British People | No | Yes | If English is not first language this may affect employee's ability to understand policy and/or procedure |
| | Black or Black British People | No | Yes | If English is not first language this may affect employee's ability to understand policy and/or procedure |
| | Chinese people and other people | No | Yes | If English is not first language this may affect employee's ability to understand policy and/or procedure |
| | People of Mixed Race | No | Yes | If English is not first language this may affect employee's ability to understand policy and/or procedure |
| | White/white other | No | Yes | If English is not first language this may affect employee's ability to understand policy and/or procedure |
| DISABILITY | Disabled People | No | Yes | Disability may affect employee's ability to understand the understand policy and/or procedure |
| SEXUAL ORIENTATION | Lesbians, gay men and bisexuals | No | No | No negative or positive impact |
| AGE | Older People (60+) | No | No | No negative or positive impact |

| | Positive Impact | Negative Impact | Reasons |
|--|------------------------|------------------------|--|
| Younger People (17 to 25) and children | No | No | No negative or positive impact |
| RELIGION/BELIEF Faith Groups | No | No | No negative or positive impact |
| Equal Opportunities and/or improved relations | N/A | N/A | Yes – ensuring that a fair and consistent process is followed for all Trust staff. |

Notes:

Faith groups cover a wide range of groupings, the most common of which are Muslims, Buddhists, Jews, Christians, Sikhs and Hindus. Consider faith categories individually and collectively when considering positive and negative impacts.

The categories used in the race section refer to those used in the 2001 Census. Consideration should be given to the specific communities within the broad categories such as Bangladeshi people and to the needs of other communities that do not appear as separate categories in the Census, for example, Polish.