

<b>DOCUMENT CONTROL</b>	
<b>Title:</b>	<b>Car Lease Policy</b>
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<b>Scope:</b>	
This policy applies to all staff employed by Pennine Care NHS Foundation Trust	
<b>Purpose:</b>	
The purpose of this document is to outline the details of the Car Lease Scheme offered by Pennine Care NHS Foundation Trust for the benefit of Trust employees.	
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Best Practice	
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<ul style="list-style-type: none"> <li>• Introduction of Section 3 – Responsibilities, Accountabilities and Duties</li> <li>• Removal and all reference to annual tax discs</li> <li>• Benefits in Kind section updated to reference monthly BIK deductions rather than annual submission on P11d and tax code update</li> <li>• Removal of duplication on Car Lease Scheme deduction section</li> <li>• Included examples of sundry charges and penalty notice fines</li> <li>• Included clarification on final salary deductions for employees leaving the Trust</li> <li>• Update in relation to GDPR</li> </ul>	
<b>Owner:</b>	
<ul style="list-style-type: none"> <li>• Employment Services Manager – Nicola McCarthy</li> </ul>	
<b>Accountability:</b>	
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<p>This document has been developed in collaboration with the following interested parties:</p> <ul style="list-style-type: none"> <li>• HR</li> <li>• Staff Side</li> </ul>	

<b>Individual(s) &amp; group(s) involved in the Consultation:</b>	
The document has been circulated for consultation and comments have been taken into consideration and the document amended accordingly:	
<ul style="list-style-type: none"> <li>• All Staff</li> <li>• Staff Side</li> <li>• Finance</li> </ul>	
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<b>Other Trust documentation to which this policy relates (and when appropriate should be read in conjunction with):</b>	
CL122	Safeguarding Families Policy
HR013	Maternity, Adoption and Paternity Leave Policy
HR007	Managing Attendance at Work Policy

<b>Policy Associated Documents:</b>	
	<a href="http://portal/wfod/ER/Pages/Staff-Benefits.aspx">http://portal/wfod/ER/Pages/Staff-Benefits.aspx</a>
<b>Other external documentation/resources to which this policy relates:</b>	
	NHS Terms and Conditions of Service (NHS TCS 2018).
	Benefit in Kind and details of specific BIK levels can be found on the HMRC website <a href="http://www.hmrc.gov.uk">www.hmrc.gov.uk</a> .
	British Vehicle Rental & Leasing Association (BVRLA)
<b>CQC Regulations</b>	
<b>This guideline supports the following CQC regulations:</b>	

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## **1. INTRODUCTION**

The Trust is committed to supporting employees to access benefits attributed to working in the NHS and providing a range of benefits accessible by all employees of Pennine Care NHS Foundation Trust on substantive contracts and therefore promoting Pennine Care as a great place to work.

Pennine Care NHS Foundation Trust supports the principles of providing access to a car lease scheme that provides a cost effective 'hassle free' car through a normal deduction from salary scheme

The Trust reserves the right to withdraw the scheme at any time at its discretion.

## **2. PURPOSE**

This policy outlines the options and details of the Car Lease Scheme and driver information for the scheme provided by Pennine Care NHS Foundation Trust for the benefit of all Trust employees on substantive contracts

This policy is for the use of staff considering joining the scheme to provide them with the terms and conditions associated with the scheme and acts as a reference document throughout the leasing contract period for staff who have joined the scheme.

This policy outlines the considerations that employees need to make when considering joining the scheme in relation to the implication on the employees tax code due to this being considered a benefit in kind.

## **3. RESPONSIBILITIES, ACCOUNTABILITIES AND DUTIES**

### **Managers**

Managers are responsible for confirming employees eligibility for the scheme, as set out in this policy, as part of the car lease application approval process.

### **Employees**

Employees are responsible for following the procedures set out in this policy

Employees are responsible for adhering to the terms and conditions of the Car Lease contract

### **Workforce and OD Department**

The Workforce and OD Department are responsible for providing advice and guidance in relation to the application of the policy ensuring a fair and consistent application.

### **Finance Department**

The Finance Department are responsible for having systems in place to ensure the timely processing of car lease applications.

The Finance Department are responsible for liaising with the Car Lease Management Provider and the Payroll Provider to ensure that timely and accurate payroll deductions are made.

The Finance Department are responsible for the accurate reconciliation of Car Lease charges/deductions.

#### **4. CAR LEASE ADMINISTRATION**

The Pennine Care NHS Foundation Trust Car Lease Scheme is provided through a fleet management arrangement which is administered through a Car Lease Management Provider.

All quotes and car lease scheme enquiries will be co-ordinated by the Car Lease Management Provider.

All car lease scheme provisions and requirements, including application process, driving licence checks etc. will be outlined by the Car Lease Management Provider.

#### **5. PRINCIPLES OF THE CAR LEASE SCHEME**

The employee enters into a three year car lease contract with the Trust through the Car Lease Management Provider.

The employee will be covered by breakdown cover and a group insurance policy with one named driver (subject to conditions of the Car Lease Insurance Policy and detailed by the Insurance Provider). The insurance costs and breakdown cover costs are included in the monthly charge for the vehicle.

No deposit or personal credit checks are required to enter into the scheme and the monthly deductions from salary are fixed for the duration of the car lease contract period therefore providing employees with an all costs inclusive driving experience.

At the end of the car lease contracted period the car can be returned with no additional charge subject to the vehicle meeting the required return standards and not having exceeded the contracted mileage.

The car lease contract monthly deductions are processed through normal salary deductions (i.e. after tax, NI and Pension deductions).

Employees accessing the Car Lease Scheme are required to pay a Benefit in Kind (BIK) tax as the car is available for private use and the scheme has been provided as a benefit through the Trust (your Employer).

The Pennine Care car lease scheme will be administered by the Car Lease Management Provider and their package of service and support.

## **6. SCHEME BENEFITS AND CONSIDERATIONS**

The fixed monthly deduction covers the following for the duration of the leasing period

- The leasing cost of the car
- Road Fund Licence (Car Tax)
- Fully comprehensive insurance fixed for the period (with one named driver)
- Maintenance and servicing costs
- Breakdown Assistance/Recovery
- Replacement tyres for normal wear and tear
- Accident Management including the provision of a replacement vehicle
- MOT where relevant

The fixed monthly deduction does not cover the following

- Early termination costs – should the contract be terminated early
- Parking fines, speeding fines or any other fixed penalties incurred.
- Unreasonable wear and tear to the vehicle, accidental damage or punctures
- Excess mileage costs
- Car Lease Management Provider checks where a charge may apply (e.g. annual driving license checks)

Any costs incurred which are not covered by the fixed monthly deductions will be deducted from the employee's net salary.

Guidance on employee responsibilities is provided throughout this policy.

### **Benefit in Kind Liability**

Employees accessing the Car Lease Scheme are required to pay a Benefit in Kind (BIK) tax as the car is available for private use and the scheme has been provided as a benefit through the Trust (your Employer).

As part of the vehicle quote you will be provided with an indicative annual BIK charge based on the taxable values for the vehicle e.g. retail value, CO2 amount. (Please note that the indicative BIK figure may be subject to change)

As part of the administration of the scheme the Trust is responsible for providing HMRC with the employee details of those individuals in receipt of BIK so that tax can be deducted on a monthly basis accordingly. Employees are advised to contact HMRC if they encounter any problems. Employees do not need to inform HMRC directly about joining the scheme.

Further information on Benefit in Kind and details of specific BIK levels can be found on the HMRC website [www.hmrc.gov.uk](http://www.hmrc.gov.uk).

## **7. CAR LEASE SCHEME QUOTES AND DEDUCTIONS**

The quote process and conditions will be provided by the Lease Car Management Provider.

The Car Lease Management Provider will provide employees with quotes meeting the car specifications requested to enable them to decide which car they wish to pursue under contract.

The Pennine Care Car Lease Scheme method of payment is through normal salary deduction (i.e. after tax, NI and Pension deductions).

Normal salary deductions do not have any effect in NI or Pension Contributions

## **8. SCHEME TERMS AND CONDITIONS**

The Trust and Car Lease Management Provider reserve the right to withdraw eligibility to participate in the scheme or to apply additional costs if, for example, an employee fails to follow the guidelines and conditions contained in the policy and/or the Car Lease Agreement

### **Scheme Eligibility Conditions**

The Trust will determine an employee's eligibility to join the scheme. To be considered for the scheme employees must meet the following criteria

- Be employed in a substantive, permanent post on either a full or part time basis.
- Have not had an early termination or previous car lease agreement and request to re-join prior to the original termination date

### **Insurance Eligibility Conditions**

Insurance is required for all cars obtained through the scheme and driven by the employee that the car has been allocated to.

Under the Car Lease Scheme Insurance Policy the employee is insured to drive the car allocated to them and is not insured to drive any other vehicle.

The criteria for the Employee (and named driver) will be outlined by the insurance provider. This includes any restrictions or specific criteria, driving licence checks etc.

The employee may request for one additional named driver to be added to the insurance cover.

### **Insurance Claim Conditions**

The Car Lease Scheme insurance will be fully comprehensive for business purposes of the Trust and for private use under the terms of the insurance policy.

Insurance premiums will be a fixed cost for the duration of the lease car contract which will be included in the employee's monthly deductions.

The insurance policy will be in the name of the Trust with the employee (and any named drivers) stated as named drivers on the insurance policy. The employee will be bound by the insurance policy terms and conditions. A copy will be provided with the car documentation, additional copies can be obtained for the lease car provider helpline.

The employee is responsible for advising the lease car insurance company of any changes to circumstances during the car lease period that might affect the insurance including but not limited to change of address, driving licence points and serious convictions.

In the event of accident or damage to the vehicle the employee must contact the Car Lease Management Provider to immediately report the damage and arrange repairs through the claims management process.

In the event of any incident resulting in a claim against insurance the employee will be liable for the payment of the insurance policy excess. The cost of the excess will be deducted from the employee's net pay. If the circumstances of the claim allow the insurer to successfully achieve uninsured loss recovery (ULR) on behalf of the driver then the employee will be reimbursed via the employee's pay.

If the car is stolen or damaged beyond economical repair the employee will continue with the monthly deductions until such time that the insurance company settles the claim.

A replacement car will be provided by the insurance company.

The insurance company sets the insurance policy excess levels. Details of the excess levels are available from the Car Lease Management Provider. The insurance company reserves the right to amend the insurance costs and excess levels during the contract period.

The Trust reserves the right to remove an individual from the car lease scheme where they are in breach of the eligibility criteria and/or where they have a high claims record or driving convictions which are detrimental to the Trust's Car Insurance Policy.

### **Choice of Vehicle**

The Car Lease Management Provider offers a wide range of cars within the car lease scheme. The Trust has not set a limitation on the type of car that may be requested however is keen to promote the selection of a car that upholds the Trust's Corporate Social Responsibility Strategy. In line with this this Trust would promote the selection of cars that have low CO2 emissions.

### **Car Lease Contract Period**

The standard car lease contract period is 36 months.

### **Number of Cars per Employee**

The car lease scheme enables one car lease agreement per employee at any one time.

### **Contract Mileage**

The scheme allows employees to select their expected annual mileage. This should include total expected mileage for both private and business miles. Employees must ensure that this estimate is as accurate as possible at the time of quotation as this is one of the key factors in calculating the monthly deduction. These contracted miles will be subject to the excess mileage criteria.

Employees who have a car lease agreement for personal use only will still be required to estimate their expected mileage when applying to join the scheme. These contracted miles will be subject to the excess mileage criteria.

If at the end of the car lease contract the contracted mileage has been exceeded then a charge for excess mileage will be applied by the Car Lease Management Provider. The rate for excess mileage is outlined on the car lease agreement. The excess mileage charge will be deducted from the employee's net salary.

If at the end of the car lease contract the contracted mileage has been underused there will not be a re-imbusement.

If an employee has a change of personal circumstances during the car lease period which could impact the contracted mileage employee should contact the Car Lease Management provider as soon as possible to discuss the options. In some circumstances it may be possible to revise the contracted mileage annually.

### **Reimbursement of business miles**

All business miles will be reimbursed in line with the Reimbursement of Travel Costs (section 17) and Motoring Costs (Annex L) as detailed in the NHS Terms and Conditions of Service (NHS TCS 2018).

### **Payment of Fines**

It is the employee's responsibility to pay any fines associated with the car lease AND to pay them without delay. Any fines not paid within the stated period will be paid by the Car Lease Management Provider and the cost together with an administration charge will be passed to the Trust. Fines could include, but are not limited to:

- parking penalty charges
- speeding penalty charges
- Use of mobile phone whilst driving
- Bus lane penalty charges
- Congestion charges

The Trust will recover the full cost of the fine including the administration charge directly from the employee's net salary from the next monthly payroll, in line with the Trust's overpayment policy.

If an employee wishes to dispute a fine they should contact the Car Lease Management Provider directly who will advise on the process and provide assistance. The employee is responsible for submitting and following up and penalty notice disputes with the Clerk of the Justices, the Trust will not become involved in these disputes.

The deduction from net salary pay will continue and in the event of a fine being overturned this will be reimbursed to the employee following receipt of appropriate evidence.

Administration costs will not be reimbursed.

### **Sundry Charges**

Employees are responsible for any sundry charges associated with the vehicle provided. These will be deducted from the employee's net salary. These charges can include, but are not limited to:

- Cancellation Charges – costs associated with cancelling a car lease order prior to delivery of the vehicle.
- Items outside of the Maintenance Agreement – damaged or broken items, driver neglect e.g. incorrect fuel.

- Excess Mileage Charge – A rate per mile (outlined in the car lease agreement) charged at the end of the contract if the vehicle has exceeded the total contract mileage.
- Governmental increases in Road Fund Licence (Car Tax) – Any increase in the road Fund Licence applicable to the vehicle.
- End of contract charges - costs associated with returning the vehicle with damage or excessive wear and tear.
- Early Termination - costs associated with returning the vehicle prior to the end of the car lease agreement period.

### **Early Termination**

Employees are contracted to remain in the Car Lease Scheme until the end of the car lease agreement period (usually 36 months). However there are circumstances where lifestyle changes may make early termination appropriate or necessary. Under these circumstances the contract may be terminated early however there will be an early termination fee which will be payable by the employee. All costs associated with early termination will be deducted from the employee's net salary.

Early termination fees will be outlined by the Car Lease Management Provider in the car lease contractual agreement. The amount of the fee will depend on the duration of the car lease period remaining at the point of termination.

### **Employees Leaving the Trust - Final Salary Payment**

In accepting a Car Lease Vehicle an employee is agreeing that, in the event that they leave the Trust, all outstanding costs associated with the vehicle are deducted from the employee's final net salary.

This applies to both early termination and the natural end of the lease coinciding with leaving the Trust and will include, but is not limited to, early termination fees, outstanding fines, excess mileage charges and damage and/or unreasonable wear and tear charges.

In the event that the final salary does not cover all of the outstanding monies owed the Trust will issue an invoice to the employee, payment of the invoice will be managed via the Trusts debt recovery process.

Flexibility may be applied to the repayment period in exceptional circumstances and at the Trust's discretion.

If an employee is transferring to another NHS Organisation either voluntarily or via TUPE it **may** be possible to transfer the lease to the new NHS Organisation (agreement for a transfer is made by the lease car providers in both organisations). To determine whether this is possible employees should contact the lease car provider contact details are available at <http://portal/wfod/ER/Pages/Staff-Benefits.aspx>.

### **Paid and Unpaid Absence/Long Term Absence**

It is recognised that there may be circumstances where planned or unplanned absence occurs resulting in periods of paid and unpaid absence (determined by the particular circumstances). In these circumstances it is the employee's responsibility to ensure that they are able to meet the costs of the car lease.

## **Maternity and Adoption Leave**

Employees will retain the use of the vehicle during the period of agreed maternity or adoption leave and will continue to have a reduction in salary whilst receiving occupational maternity or adoption pay i.e. payment above statutory pay. Beyond this the Trust will fund the car lease costs up to the end of the maternity or adoption leave period.

If the car lease agreement period comes to an end during the maternity or adoption leave the employee should return the car and have the option to enter into a new car lease agreement if they wish to do so and have indicated that they intend to return to work following maternity/adoption leave

## **Long Term Sickness**

There is no statutory requirement for the Trust to maintain the car lease during periods of long term sickness. In the event of a long term sickness situation it is the employee's responsibility to ensure that the car lease payments are met. The employee, in conjunction with HR and Finance, should consider whether they wish to:

- Terminate the Car Lease – Early termination costs (as previously outlined) would apply.
- Continue with the Car Lease – The employee will need to make alternative arrangements (e.g. bank transfer) to continue making the car lease payments during any period of unpaid leave.

## **Career Break**

Employees entering into a career break, in conjunction with HR and Finance, should consider whether they wish to:

- Terminate the Car Lease – Early termination costs (as previously outlined) would apply.
- Continue with the Car Lease – The employee will need to make alternative arrangements (e.g. bank transfer) to continue making the car lease payments during any period of unpaid leave.

## **Loss of Drivers Licence through disqualification**

If an employee loses their driving licence through disqualification (i.e. NOT for medical reasons) the employee will need to decide if they wish to:

- Retain the vehicle. Under these circumstances the employee would continue with the monthly deduction for the car lease. There may be a change in the contracted mileage element of the agreement in light of the situation which the employee should consider (Further advice should be obtained from the Car Lease provider).
- Request an Early Termination. Under these circumstances, all associated costs would be deducted from the employee's net salary.

## **Change of home address**

Employees are responsible for notifying the Trust and the Car Lease Management Provider of any change to their home address. This is essential to ensure that the

insurance details are correctly updated and that any correspondence in relation the car lease is received in a timely manner.

If an employee's records are not updated the employee will be liable for any costs/fine and/or penalty notices incurred as a result of this. E.g. administration costs incurred for non-payment of fines.

## **9. JOINING THE CAR LEASE SCHEME**

### **Placing an order for a Lease Car**

The Car Lease scheme is open to all employees on substantive permanent contracts and is administered by the Car Lease Management Provider. All quotes must be obtained directly from the Car Lease Management Provider directly.

The Car Lease Management Provider offers a wide range of cars within the car lease scheme. The Trust has not set a limitation on the type of car that may be requested however is keen to promote the selection of a car that upholds the Trust's Corporate Social Responsibility Strategy. In line with this this Trust would promote the selection of cars that have low CO2 emissions.

Once the employee has chosen their preferred vehicle they should submit an application to the Car Lease Management Provider who will then carry out relevant employment status and eligibility checks with the employee's manager /the Trust. Checks will include:

- Employment with the Trust
- That the employee holds an eligible contract status
- Individual details relevant to the monthly repayment term (e.g. current periods of leave such as maternity or adoption)

Following the standard employment related checks the Car Lease Management provider will confirm if the application is approved and provide any other relevant information required to progress the application.

The Car Lease Management provider will contact the Employee and the Trust to confirm the status of the ordering process including the projected delivery date of the vehicle and the commencement date of the salary deductions.

Once the employee has submitted a formal application to the Car Lease Management Provider there is a formal commitment to the car lease scheme and the employee may be liable for any cancellation charge beyond this point.

The employee's personal details) i.e. home/work address, phone numbers and e-mail address required as part of the application and ordering process and for the continued maintenance of the vehicle may be provided to the relevant third party companies. Such information will be securely stored and not used for unrelated matters in line with General Data Protection Regulations (GDPR).

The Car Lease Management Provider will carry out check on driving licence and circumstances relating to the insurance policy. This information will be checked with third parties as necessary e.g. DVLA, Insurance database.

Employees who wish to purchase or transfer an existing personalised number plate for their car lease vehicle must liaise directly with the Car Lease Management Provider prior to the ordering stage. The employee will be responsible for meeting all costs associated with personalised number plate registration and/or transfer including the removal of the personalised number plates at the end of the contract term.

When the vehicle is ready for delivery the Car Lease Management Provider will liaise with the employee to arrange a suitable date and time of delivery. Upon delivery the employee will be required to check the vehicle thoroughly and to sign a vehicle delivery note. If there are any issues with the vehicle the employee will need to contact the Car Lease Management Provider directly as soon as possible.

To ensure that the pay deductions and BIK tax deductions are correct for all employees partaking in the scheme, the Car Lease Management Provider will issue the Trust with the full details on all car lease vehicles. As part of the administration of the scheme the Trust is responsible for providing HMRC with the employee details of those individuals in receipt of BIK so that tax can be deducted on a monthly basis accordingly. Employees are advised to contact HMRC if they encounter any problems. Employees do not need to inform HMRC directly about joining the scheme. Employee's payslips will show the car leasing monthly deduction as a separate line.

## **10. DRIVERS RESPONSIBILITY AND VEHICLE MAINTENANCE**

### **Driver's Responsibility**

Employees are personally responsible for the roadworthiness of the vehicle in accordance with legal requirements as if they were the owner of the vehicle.

The Car Lease Management Provider determines the monthly payment on the assumption that the car will be kept in good condition. The condition of the car is directly related to the application of any costs to the employee at the end of the car lease period if the car falls below the required standard of condition. It is therefore in the interest of all parties that the vehicle is maintained and kept in good condition.

As part of the car lease contract, employees are required to report all damage and defects immediately to the Car Lease Management Provider and to comply with the Terms and Conditions of the Car Lease Scheme and Agreement.

Employees must inform the Car Lease Management Provider of any change in circumstances that may affect the car lease agreement including, but not limited to:

- Being issued with driving penalty points
- Change of address
- Change of named driver's circumstances

Employees must ensure that any in car devices that are included with the car (e.g. blue tooth and Sat Nav devices) do not contain any patient/client details such as telephone numbers and addressed. This would amount to a data security breach in the event of the car being stolen.

### **Servicing and Maintenance of the Vehicle**

The employee is responsible for ensuring that the vehicle is serviced and maintained in line with the manufacturer's recommendations and handbook for safety reasons and to ensure that the vehicle is maintained in the best condition.

The costs of all normal servicing and repair are included in the cost of the vehicle and servicing should be arranged by contacting the Car Lease Management Provider.

The employee must ensure that the vehicle is properly maintained and serviced in accordance with the manufacturer's recommendations, at a garage that is an authorised agent of the manufacturer or other garage approved by the Car Lease Management Provider and that such repairs, replacement of tyres, i.e. ensuring they conform to any legal requirements, and maintenance are carried out as necessary to keep the vehicle in good order and running condition. Details of the approved car lease garages will be provided with the vehicle pack and are available from the Car Lease Management Provider.

The employee is responsible for regularly checking all fluid levels of the vehicle, i.e. topping up of oil between services and for keeping the vehicle in a clean and satisfactory condition. If the vehicle sustains damage due to the driver neglecting to ensure that the vehicle is properly serviced and maintained, the driver shall be responsible for the cost of restoring the vehicle to a properly serviceable condition

In order for the vehicle to be safe and perform well, the car lease provider recommends that regular maintenance checks are carried out in-line with the manufacturer's handbook for:

- Engine oil levels
- Wiper blades
- Water coolant levels
- Tyre pressure and tread depths
- Lights
- Horn.

### **Hire Cars**

The scheme does not include the provision of Hire cars for any purpose. Employees are advised to utilise insurance replacement vehicles, courtesy cars and collection and delivery services wherever possible.

If you do choose to make private arrangements to hire a vehicle whilst your car lease vehicle is off the road, you will be liable for all costs and insurances. No reimbursement will be made by the Trust or the Car Lease Management Provider for costs associated with hire cars.

## **Breakdown Assistance and Recovery**

All car lease contracts include the provision of emergency cover through the Car Lease Management Provider.

The emergency service number is provided with the vehicle pack should roadside assistance be required.

## **Tyres**

All car lease contracts include the replacement of tyres for normal wear and tear; it is the responsibility of the employee to ensure that the vehicle always has at least the minimum legal tread depth around the circumference and width of the tyres (1.6mm of tread) and are in a safe and legal condition (i.e. no bald patches, bulges, cuts over 2.5 mm long exposing the cords).

The employee is responsible for meeting the costs of replacing tyres as a result of accidental damage and punctures. Replacement tyres must meet the required specification as outlined in the vehicle pack. It must be noted that the quality and the condition of replacement tyres will form part of the vehicle standards assessment at the end of a car lease agreement and therefore may affect the market value of the vehicle and ultimately any Sundry Charges.

Replacement tyres can be arranged by taking the vehicle to an approved dealer, which is outlined in the vehicle pack or available from the Car Lease Management Provider.

If the employee fails to comply with this car lease and legal requirement to have a roadworthy vehicle they will be liable for any resulting cost/fine or penalty points imposed.

## **Glass and Windscreens**

All car lease contracts include the cost of replacing or repairing vehicle glass although there may be an insurance excess charge (as determined by the Insurance Provider) for screen replacement or repair. Any insurance excess charge will be deducted from the employee's net salary following confirmation of the repair by the Car Lease Management Provider.

In the event of screen damage the employee should contact the Car Lease Management Provider to make the necessary arrangements for repair/replacement.

## **Recurring Technical Faults**

In the event of the vehicle developing a recurring technical problem the employee should contact the Car Lease Management Provider who will liaise with the dealer and manufacturer to resolve the problem and keep you advised on the progress of the complaint until a satisfactory resolution can be agreed.

## **Cleanliness**

The employee is responsible for keeping the vehicle clean and tidy inside and out. Valeting costs are NOT included within the maintenance contract. However, certain dealers may wash and vacuum your vehicle as part of service or maintenance work when booked via the Car Lease Management Provider.

## **Duty of Care**

The employee is responsible for ensuring that the vehicle is as safely and securely parked and/or stored as is possible at all times.

## **Driver Neglect**

The employee will be responsible for any costs incurred resulting from driver neglect of the vehicle. These include, but are not exclusive to, the following:

- Damage (not reported to the car lease provider)
- Lost items (including keys and service manuals)
- Incorrect fuel (diesel in a petrol engine and vice versa)
- Failure to top up oil leading to the engine seizing
- Malicious Tyre damage
- Lost wheel locking nuts

## **Tax (Road Fund Licence) and M.O.T**

All car lease contracts include the cost of the Road fund licence (car tax).

If the car is still assigned to the employee when the first MOT is due, an MOT reminder will be automatically issued to the employee's home address prior to the MOT due date. The employee is responsible for booking the vehicle into an approved MOT test centre prior to the MOT due date.

Details of the approved MOT test centres are outlined on the vehicle pack and available from the Car Lease Management Provider.

Failure to obtain an MOT certificate will invalidate the insurance cover and road fund licence (car tax).

## **11. ACCIDENT MANAGEMENT**

Employees must contact the Car Lease Management Provider to access the accident management service.

## **12. HEALTH AND SAFETY**

The Trust has a duty of care to provide a safe working environment and to ensure that employees are aware of their responsibilities under Health and Safety Legislation. The use of a vehicle through a car lease scheme is subject to the compliance of health and safety legislation to ensure the health and safety of employees and others.

### **Driver Fatigue**

Employees should avoid driving when tired. Journeys should be planned to enable regular breaks to be taken e.g. take a break after every two hours of continual driving for at least 15 minutes.

## **Good Practice**

All employees driving a lease care are responsible for ensuring the vehicle is safe to drive and for operating the car in a safe manner, this includes:

- Do not overload the car
- Do not allow the car to cause an obstruction
- Do not reverse a car for long distances
- Switch off the engine when stationary (except at traffic stops)
- Use dipped headlights at night in built up areas and in dull daytime weather, or if visibility is poor
- Only use rear fog-lamps when visibility is poor, e.g. in extremely heavy rain or fog, ensuring they are turned off when visibility improves (it is an offence to use them in good visibility conditions)
- Use lights approximately half an hour before sunrise and sunset
- If you are involved in an accident follow the accident reporting procedure for the car lease provider

## **Mobile Phones**

It is a driving offence to use a mobile phone whilst driving without the use of a hands free Bluetooth device. The Trust does not sanction the use of mobile phones whilst driving. Mobile phones should only be used to make and receive calls when it is safe and legal to do so.

## **Health**

Employees must ensure that they are fit to drive e.g. health and eyesight. Employees must not drive if they are taking medication that carries a warning not to operate machinery.

## **Smoking**

A vehicle provided through a car lease scheme is regarded by law as a company car and as such the No Smoking rules associated with a company car apply AT ALL TIMES. Penalties apply if this law is broken e.g. fine for a breach of health and safety legislation, termination of car lease agreement, recovery of associated costs (fine and/or damage/condition).

## **13. TAKING THE VEHICLE ABROAD**

If an employee would like to take a vehicle abroad they must first gain the relevant information and approval from the Car Lease Management Provider.

## **14. END OF CAR LEASE AGREEMENT**

Renewal of existing car lease vehicle

The Car Lease Management Provider will contact employees six months prior to the contract end date advising on the car lease renewal process. Employees are advised to take prompt action so as to ensure that the existing vehicle is replaced in a timely manner.

### **Option to purchase Car**

Employees wishing to purchase the vehicle at the end of the car lease contract should contact the Car Lease Management Provider prior to the end of the car lease. The Car Lease Management Provider will liaise with the employee to provide a quote and clarification on the ownership transfer process.

### **End of Contract Preparation**

Employees are required to ensure that vehicles being returned are cleaned inside and out to enable an accurate estimation of any damage by the collection agent.

Vehicles must be returned with the following items:

- Full set of keys (including any spares)
- Service documentation (including service book and instruction manuals)
- Locking wheel nuts

Any personal items should be removed from the vehicle, including any security passes and window stickers as it may not be possible to retrieve these at a later stage.

It is the responsibility of the employee to ensure that all additional in car devices that were included with the car are returned to factory setting prior to handing the car over to the Car Lease Provider e.g. blue tooth and Sat Nav devices (as could include client's phone numbers and addresses).

### **End of Contract Collection**

At the end of the car lease period the employee should liaise with the Car Lease Management Provider regarding the collection of the vehicle. The arrangements for the vehicle collection will be co-ordinated with the employee to ensure that they are in attendance for the handover of the vehicle and the vehicle checks that will be carried out to ensure that the standard of the returned vehicle meets the standards set out within the car lease contract.

These standards are based on the British Vehicle Rental & Leasing Association (BVRLA) fair wear and tear guidelines and a copy can be obtained from the Car Lease Management Provider.

### **End of Contract Charges**

Details of the potential end of contract charges are contained in the vehicle pack and contract documentation.

Employees will incur charges if a vehicle is returned with an unreasonable level of wear and tear at the end of the contract period. The main causes of unreasonable wear and tear are:

- Lack of regular checks leading to faults and damage going undetected and unrepaired
- Not adhering to the vehicle manufacturer's recommended maintenance and servicing schedule
- Drivers not taking responsibility for the day-to-day care and maintenance of the vehicle leading to general neglect
- Poor quality of body repairs (Approved repairers should always be used)
- Missing stamps on service books / missing service books
- Missing Spare Key/ tax disc.

End of Contract charges will be confirmed by the Car Lease Management Provider and will be deducted from the employee's net salary.

## **15. EQUALITY IMPACT ANALYSIS**

As part of its development, this document was analysed to consider / challenge and address any detrimental impact the policy may have on individuals and or groups protected by the Equality Act 2010. This analysis has been undertaken and recorded using the Trust's analysis tool, and appropriate measures will be taken to remove barriers and advance equality of opportunity in the delivery of this policy / procedure

## **16. FREEDOM OF INFORMATION EXEMPTION ASSESSMENT**

Under the Freedom of Information Act (2000) we are obliged to publish our policies on the Trust's website, unless an exemption from disclosure applies. As part of its development, this policy was assessed to establish if it was suitable for publication under this legislation. The assessment aims to establish if disclosure of the policy could cause prejudice or harm to the Trust, or its staff, patients, or partners. This assessment has been undertaken using the Trust's Freedom of Information Exemption Guide, and will be reviewed upon each policy review.

## **17. INFORMATION GOVERNANCE ASSESSMENT**

This Policy has been analysed to ensure it is compliant with relevant information law and standards as in place at the time of approval, and are consistent with the Trust's interpretation and implementation of information governance components such as data protection, confidentiality, consent, information risk, and records management.

Compliance will be reviewed against any changes to legislation / standards or at the next review of this document.

## **18. SAFEGUARDING**

All staff have a responsibility to promote the welfare of any child, young person or vulnerable adult they come into contact with and in cases where there are safeguarding concerns, to act upon them and protect the individual from harm.

All staff should refer any safeguarding issues to their manager and escalate accordingly in line with the Trust Safeguarding Families Policy and Local Safeguarding Children/Adult Board processes.

## **19. MONITORING**

The effective application of this policy, including adherence to any standards identified within will be subject to monitoring using an appropriate methodology and design, such as clinical audit.

Monitoring will take place on a biannual basis and will be reportable to the Quality Group via the Clinical Effectiveness and Quality Improvement Team.

## **20. REVIEW**

This policy will be reviewed three-yearly unless there is a need to do so prior to this; e.g. change in national guidance.

## **21. REFERENCES**

Equality Act 2010

Freedom of Information Act 2000

NHS Terms and Conditions of Service (NHS TCS 2018).

British Vehicle Rental & Leasing Association (BVRLA)