

COMPANY VEHICLE POLICY

All drivers will hold a current full driving licence and adhere to the Highway Code and British law when driving a company vehicle.

1 Your Responsibilities

Below is a brief overview of your responsibilities as the driver of a company vehicle. More details are provided in the attached sheets.

- You must own a current full driving licence.
- **Please Note:** Smoking is **not** allowed in any company vehicle.
- You must keep the vehicle secure at all times.
- You are responsible for keeping the vehicle in a roadworthy condition.
- You are responsible for its proper care and safe use; it is a valuable asset.
- You must carry out regular (as necessary) “topping up” exercises of fluid levels/tyre pressures.
- You must obtain the necessary authority/paperwork if you are taking the vehicle abroad.
- Should you be required to make a contribution towards the private usage of the vehicle, you will be notified accordingly.
- You must provide a monthly mileage report.
- You must report to the police immediately any accident involving injury.
- You must report any accident in which the vehicle is involved to the company within 24 hours of the incident.

2 Withdrawal of Vehicle

Employees will be required to make the necessary arrangement for the prompt return of the vehicle in the following circumstances: -

- Termination of employment
- Long term ill-health
- Extended leave given by permission of the Company
- Careless driving, excessive number of accidents, disqualification or convictions
- Violation of the Company Policy
- Company instruction
- Change of eligibility
- Abuse of vehicle

3 You the Custodian

Must hold a full legal driving licence and before you take possession of your vehicle a copy of this document must have been given to the Company Secretary. If there are any relevant factors regarding your driving i.e. health or previous loss of licence through prosecution you must declare these at the time of accepting these instructions.

Any change in the status of your licence (i.e. endorsements, bans, suspension etc) is to be immediately reported to the Company Secretary.

4 The Vehicle

You have been provided with a vehicle for your use in accordance with your terms and conditions of employment and the current company policy.

When taking delivery check carefully that there are no scratches or missing items – you are signing for a new/guaranteed vehicle.

The vehicle has been purchased by the company or leased from one of the approved leasing companies and will be your responsibility until replaced.

In normal circumstances you will be advised approximately 3 months before your vehicle is due for replacement and you will be provided with a list of vehicles in accordance with current company policy, from which you must choose your replacement.

The provision of a new vehicle is not guaranteed if one of a similar grading is available when your vehicle is due for renewal. Neither does promotion to a more senior position automatically entitle you to an immediate change of vehicle.

You will be expected to maintain this vehicle at all times in a clean condition both internally and externally. The company reserve the right to inspect the vehicle at any reasonable time and if its condition is considered to be unsatisfactory then you will be expected to rectify this shortfall. Constant failure to maintain a reasonable standard could result in the vehicle being withdrawn. You will maintain the vehicle in a roadworthy condition by adhering strictly to all manufacturer's servicing instructions, by using the recommended diesel/petrol and oil specifications and ensuring that all tyres, including the spare are maintained at the correct pressures.

It is your responsibility to ensure that at all times the vehicle meets all legal requirements.

Drivers are not allowed to make changes to the vehicle such that they change in any way the appearance, economy or performance of the vehicle. Any additions to the vehicle such as a tow bar, may only be made after permission has been granted by the company and/or owner of the vehicle.

Where additions are attached to the vehicle such that the fabric (internal/external) is affected then the additions must remain on the vehicle when it is returned to the owner unless adequate rectification work has been carried out professionally to restore the vehicle to its former condition. Any costs involved in adding or removing equipment will be to you.

Under no circumstances may changes or alterations be made to the mechanical or structural (except as cited above) specifications of the vehicle.

5 Fuel and Oil

You will be provided with a "Fuel and Oil" Card, this should be used whenever fuel and oil are purchased for the company vehicle and the mileage figure displayed on your instrument panel must be given to the garage assistant at the time of purchase.

No other goods can be purchased on your Fuel Card.

Should you need to purchase fuel from a garage not operating 'Fuel Card' you must obtain a VAT receipt for your purpose. The volume/cost of fuel and the vehicle mileage at time of purchase must be passed to the Accounts Department so that the details may be given to Fuel Card provider in order that mileage/usage records are correctly maintained. If you receive the benefit of private fuel, the cost can be reclaimed on expenses, supported by a receipt.

6 Insurance

You will be issued with a copy of the current comprehensive insurance certificate which should be left in the vehicle or be on your person at all times.

Damage to windscreens is covered within this policy.

7 Private Use

There is no restriction on the use of the vehicle for private motoring in the UK. The use of the vehicle by family member's with/without your presence is left to your discretion. However, permission to use must be granted sensibly so that there is no additional risk to the user of the company's vehicle, in respect of legal, safety or other issues.

It must be noted however, that the use of the vehicle is NEVER permitted for driving lessons, racing, hire or any business other than the companies. Non-employee persons under 21 are only permitted to drive the vehicle in exceptional (emergency) situations.

You must ensure that persons you allow to drive the vehicle on a regular basis have a full current licence and a copy of these licences should be given to the Company Secretary.

You are responsible for ensuring the qualification and suitability of occasional drivers of the vehicle.

8 Personal Property

You are responsible for your own property and it is up to you to ensure that items carried in the vehicle are adequately covered by insurance (under the house contents or other policy). Claims for loss of/damage to your personal property must be made through your own cover.

9 Company Property

You must never leave company documents or equipment in an unattended vehicle any longer than necessary and they must always be locked in the boot out of sight. They should never be left in the vehicle overnight.

10 Overseas Travel-Business

You must obtain from the owner of the vehicle, through the Company Secretary, either a Vehicle Registration Document or a letter of authority to take the vehicle abroad.

Whilst travelling abroad your vehicle is not covered for breakdown, repair or hire of an alternative vehicle. You must therefore, take out the necessary travel insurance cover, the cost of which may be recovered through expenses with your travel costs.

Your request to take the vehicle abroad must provide inclusive start and end dates, a list of all countries to be visited and the name of all persons who are likely to drive during this visit. If any of those persons has not already presented their licence to the company then a copy must be provided with the application.

You will also need to take with you your driving licence and an original motor insurance certificate.

You should ensure that when the vehicle is taken outside the UK it has 'GB' plates affixed.

Application for the required documentation must be made at the earliest opportunity.

Without the documents mentioned above you may be seriously compromised should you have a breakdown or be involved in an accident whilst abroad.

Should you have an accident whilst abroad carry out as far as possible the instructions set out in "Accidents" below. If the vehicle is not driveable, after following the requisite accident procedure, take steps to remove it to the nearest repairer or place of safety where it can be stored until repatriated. You must obtain and retain receipts for all costs incurred.

You are responsible for ensuring that the vehicle is fitted with appropriate fittings (e.g. first aid kit, headlamp dip conversions, breakdown triangle etc.) to comply with the regulations in the country(ies) concerned.

11 Overseas Travel – Pleasure

Normally there is no restriction on taking the company vehicle abroad for a family holiday. You must however, obtain from the owner of the vehicle, through the Company Secretary, either the Vehicle Registration Document or a letter of authority to take the vehicle abroad.

Whilst travelling abroad your vehicle may not be covered for breakdown, repair or hire of an alternative vehicle. You must therefore, take out the necessary travel insurance cover, the cost of which are not re-imbursable by the company.

Your request to take the vehicle abroad must provide inclusive start and end dates, a list of all countries to be visited and the name of all persons who are likely to drive during this visit. If any of those persons has not already presented their licence to the company then a copy must be provided with the application.

You will also need to take with you your driving licence and an original motor insurance certificate.

You should ensure that when the vehicle is taken outside the UK it has 'GB' plates affixed.

Application for the required documentation must be made at the earliest opportunity.

Without the documents mentioned above you may be seriously compromised should you have a breakdown or be involved in an accident whilst abroad.

Should you have an accident whilst abroad carry out as far as possible the instructions set out in "Accidents" below. If the vehicle is not driveable, after following the requisite accident procedure, take steps to remove it to the nearest repairer or place of safety where it can be stored until repatriated.

Any costs incurred in this respect in excess of your travel insurance cover will not be re-imbursable by the company.

You should note that the Fuel Card cannot be used for fuel/oil purchases. Fuel costs will be to your own account.

12 Accidents

If you have an accident in your company vehicle and injury to persons or property results you must remain at the scene as necessary and give to any person having reasonable grounds for requiring it:

- a) your name and address.
- b) the name and address of the driver, if not you.
- c) the name and address of the owner of the vehicle.
- d) the registration number of your vehicle and show your insurance certificate.

If you do not provide this information at the scene of the accident you must report the accident to the police as soon as reasonably practicable and in any case within 24 hours of the accident, personal attendance is necessary when reporting the accident a telephone call is not sufficient.

You Must Not:

- a) accept responsibility for, or discuss the accident.
- b) make any payment or promise of payment.
- c) sign any document (unless the accident happens aboard when a European Accident Statement should be used and the facts agreed with the Third Party driver).

Non observance of these instructions could invalidate the insurance policy.

You should:

Obtain the following information, from Third Parties, to which you have a statutory right. Should any of the following be withheld from you, take a note of the vehicle registration number and advise the police.

- a) the name and address of all drivers involved and the owners of the vehicles if different from the drivers.
- b) the registration numbers of all the vehicles involved.
- c) if any person is injured then you must insist on seeing the certificates of insurance and take details of the policy number and insurance company; you cannot demand this information if no one is injured.

If someone else is to blame for the accident try to obtain a statement from an independent witness with names and addresses of all such witnesses.

If the circumstances of the accident or the conduct of the third party suggest to you that police involvement is preferable, even if no person/property is injured/damaged, then call the police.

When the police have finished their investigation do not forget to take their name, number and address of their police station.

As an aide-memoir for yourself write down all salient facts at the time of the incident or as soon as possible.

- Road name, proximity to junction's etc. make a rough sketch of scene and give approximate measurements if possible.
- Road and weather conditions.
- Detail of damage and injury caused.
- Details of other vehicles involved, were lights on, proper signals used; horn sounded.
- Brief notes of what was said.

A claim form should be obtained from the company via the Company Secretary and completed immediately following the accident, irrespective of whether the incident is major or minor in nature.

If any correspondence is received from Third Parties you should pass this immediately to the Company Secretary – you **MUST NOT** respond to such correspondence yourself.

All future matters relative to the accident will be dealt with through the Insurers.

The Insurers have a number of authorised repairers across the country with authority to carry out work on your behalf. If your vehicle is not driveable you should take steps to have it removed to one of these garages. A courtesy vehicle may be provided by the garage if one is available and your vehicle is repairable.

These authorised garages must be used whenever practical. If other garages are used then at least two competitive estimates must be obtained and an inspection will be required before repairs can proceed.

If it is necessary to hire a temporary replacement whilst your vehicle is being repaired (you must first make enquires to the Company Secretary as to whether there are any available vehicles within the company) you must keep hire costs to a minimum by hiring a vehicle of equivalent/lesser value to the one damaged and restrict the hire period to a minimum. These costs like the policy excess, are uninsured losses and may not be recoverable from the Third Party.

13 Servicing

You are personally responsible for seeing that the vehicle is regularly serviced in accordance with the manufacturer's recommendations. You should ensure that you read carefully the vehicle's maintenance instruction booklet and understand what is required of you. If due to your negligence, excessive costs for repairs are incurred, the company reserves the right to require you to pay for the damage caused by your omission to maintain the vehicle correctly.

If your vehicle is leased, then you will need to advise the garage accordingly when making servicing arrangements. Leasing companies also have national agreements with suppliers of tyres, batteries and exhausts and you should refer to your Driver Services booklet should any of these items be required.

If your vehicle is owned by the company or, in certain cases, leased without maintenance, then you are required to raise a purchase order requesting the service or repair.

Between servicing dates you should regularly check the various fluid levels of your vehicle, the tyre pressures and depth of tread and that all lights are working correctly; remember that you are responsible for the road worthiness of your vehicle.

13.1 Breakdown

In the case of breakdown if your vehicle is covered by a manufacturer scheme, make a note of your registration number, mileage and location and call the number detailed in the Driver Services pack.

14 MOT/Road Fund Licence

The new road fund licence will be sent to you by the company/leasing company; if you have not received the new disc within say 3 days of expiry of the current disc then you should contact the Company Secretary. You must not drive a company vehicle without a current road fund licence.

Regarding the MOT certificate you will be advised in good time when the certificate is due. You should make arrangements for the examination to be carried out at the earliest opportunity, at your normal servicing garage if possible and send the certificate to the Company Secretary immediately after issue. You must not drive a company vehicle without a current MOT certificate.

Remember driving the vehicle without either of these documents is an offence and any fines etc. will be to your cost.

15 Taxation – Your Liability and Responsibility

Remember that business miles do not include home to work and are only those miles covered by the vehicle you are either driving or travelling with. The vehicle without your presence cannot register business miles.

All tax issues are the responsibility of the employee.

16 Mobile Phones

Calls must not be made, or taken by drivers with a hands held phone, whilst driving. Where hands free kits are fitted, proper care and attention must be taken at all times to ensure the safety of the individual, passengers, other road users, pedestrian's etc. Ordinarily calls should not be made whilst driving. If a call of an urgent nature is received then the driver should pull over as soon as safe to do so and then complete the call.

17 Return Of Vehicle

At the end of the lease period or at a time called upon by the company, the company car holder shall return the vehicle to Wakefield Site into the custody of the Company Secretary.

With the vehicle shall be: -

- 1) The service records.
- 2) The main and duplicate car keys.
- 3) Any documentation (MOT, Registration etc.) used for overseas visiting.
- 4) The vehicle dialcards.



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