



NORWOOD UK

## Company Vehicle Policy



## **Company Vehicle Policy**

### **Purpose and Scope**

It is the Company's aim to ensure all employees who have been provided with a Company vehicle are fully aware of their responsibilities.

The Company has developed rules and regulations regarding the use of Company vehicles for work purposes. Employees will be aware that vehicles are expensive resources. There is a general duty on all employees to ensure that they take the same level of care with these vehicles as they would do if they were their own property.

These rules may be amended from time to time to reflect changing circumstances. All affected employees will be advised of changes as they occur. An update master copy of this Procedure can be obtained from the HR Department.

### **Principles**

The Company decides at its absolute discretion the period of time for the renewal of a Company vehicle. The Company also has discretion over the distribution of Company vehicles and reserves the right to remove a Company vehicle as required.

The employee must have a valid driving licence for the type of vehicle they are using. The employee must produce the driving licence before first use of the vehicle and at any other time on request. The employee must provide a copy of their current driving licence so that the Company can be satisfied that they are authorised to drive.

The employee is required to notify their Line Manager of any motoring offences, with which they have been charged or convicted, as the Company must advise the insurance company of any such charges or convictions.

If the employee receives a summons or any endorsement they must advise the Company immediately. If, as a consequence of an endorsement, the employee is banned from driving the Company will need to review the employment situation.

If the employee is summonsed for an offence which may lead to the employee being disqualified from driving, either because of the seriousness of the offence or through a process of totting up, the Company must be informed immediately. This applies in all situations where the employee is required to drive in Company time, whether or not using a Company vehicle.

The Company is responsible for the payment of road tax, full comprehensive insurance, any fuel and oil for business use, MOT testing, breakdown recovery membership and all standard maintenance charges.

The Company is not responsible for any damage caused to the vehicle through the fault of the employee. The Company would expect the employee to pay for any repairs or damage that goes beyond what is deemed as reasonable “wear and tear”. No modifications, i.e. stickers, tow-bars, mobile phone systems are to be made to the vehicle without prior written approval from the Company.

It is the employee’s responsibility to keep the vehicle in good repair and generally ensure it is in an efficient roadworthy condition, complying with existing legal requirements. This includes checking all lubricant reservoirs, coolant and antifreeze levels, tyre pressures and treads and all brakes and lights.

The vehicle must be cleaned internally and externally on a regular basis. The Company does not reimburse any expenses for cleaning of Company vehicles.

Smoking in any Company vehicle is considered to be a gross misconduct offence. Please refer to the Disciplinary Procedure and the Workplace Smoking Policy.

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The employee is required to report the loss of or damage to the Company vehicle to the police in the first instance and then to the Company.

The employee must drive within the law, including:-

- ensuring that a valid road fund licence is displayed, as provided by the Company;
- ensuring that traffic signs and statutory speed limits are observed at all times;
- ensuring that prohibited areas of the road are avoided such as; bus or tram lanes;
- ensuring that the vehicle is sensibly parked and not in breach of any regulations;
- ensuring that mobile phones are not used whilst driving a company vehicle.

The Company does not condone the use mobile phones or any associated 'Bluetooth Technology' whilst driving a Company vehicle.

If fees or traffic fines are imposed, these are the responsibility of the employee and, unless otherwise agreed, will be deducted from the employee's wages.

The Company will not accept responsibility for the payment of any penalty which may be imposed upon the vehicle user.

The employee is responsible to advise their Line Manager if a Congestion Zone is entered at any time. The Company will pay for any such charges, if informed on the same day of entering the Zone. The Company cannot be held responsible for any further fines imposed if the employee has not reported this on the same day of travel.

The Company will provide 'Vehicle Mileage Log Books' or 'Key Fobs' for all Company vehicles. It is the responsibility of all employees to ensure that these books are updated should an occasion arise where two employees are sharing the use of a vehicle.

Should a traffic fine, fee or police offence come to the attention of the Company, at a later date, the Company will use the Log Book to assess who was driving at the time and consequently who is responsible for the fine. If the Log Book has not been completed it is the responsibility of the employee who has been ultimately assigned to the vehicle in question to pay the fine.

Company vehicles have been fitted with trackers which show all movements of the vehicle, including when it is stationary. If evidence provided by the trackers shows that employees are using the vehicle for private use or not working to agreed hours, disciplinary action will be taken, which could result in dismissal. The vehicle may be used in connection with Company business only.

The vehicle may not be used for:-

- any business purposes other than those undertaken on behalf of the Company;
- hire or reward (either goods or passengers);
- driving tuition of any nature; or
- any personal use.

If the vehicle is used in contravention of these conditions any resulting damage will be the absolute responsibility of the employee. Further, such use will render the employee liable to disciplinary proceedings, which may result in withdrawal of the vehicle and dismissal.

If the Company has knowledge that the employee is using the vehicle for private use it will be under obligation to notify HM Revenue and Customs without exception.

From 6 April 2007 the taxable benefit for the unrestricted use of Company vehicles is £3,000 (with no reduction for older vehicles) plus a further £500 of taxable benefit if fuel is provided by the employer for private travel.

The vehicle must be made available during the working week, for use by Company personnel, if not being used by an employee.

The vehicle will be withdrawn in the following circumstances\*:

- termination of employment;
- long term ill-health;
- any medical condition or treatment which prohibits driving;
- violation of the Company vehicle rules and agreements;
- careless/reckless driving, excessive number of accidents, disqualification or convictions; and
- at the discretion of the Company.

### **Insurance for tools and equipment**

The Company insurance policy covers the following:

- Portable Tools – defined as *“portable tools used in connection with the business which belong to you or your employees”*.

- Portable Electronic Equipment – lap tops, computers, note pads, mobile phones, sat navigation equipment\* etc belonging to the employer and the employee or for which the employer is responsible.

There is an automatic extension to include damage to portable tools and/or stock anywhere in the EU subject to a £5,000 limit for any one claim and £750 for any one item in respect of portable tools (and £2,500 for any one claim and £750 for any one item in respect of stock).

The Company insurance policy excludes damage by theft or attempted theft of any items while:

- in a building unless involving forcible and violent entry to or exit from the building;
- carried in a soft top or open vehicle;
- carried in a hard top vehicle between the hours of 9pm and 6am unless:
- parked in a securely locked building; or
- parked in a security compound that is permanently manned with an approved immobiliser fitted.

The cover applies between 6am and 9pm providing all doors, windows and other means of entry are closed, fastened, locked and all keys have been removed.

The above exclusions/restrictions do not apply if the employee/vehicle is “on call”.

The Company understands that the time taken to load and unload a Company vehicle every day of its complete contents would be very time consuming, therefore any portable tools, portable electronic equipment such as lap tops, computers, note pads, mobile phones, sat navigation equipment, testing equipment, thermal imaging cameras\* should be removed from the vehicle during the hours of 9pm and 6am. If these items have not been removed and the vehicle has such items stolen the engineer would be responsible for a like-for-like replacement.

If the vehicle is broken into between 9pm and 6am and has other contents stolen such as cable, steps and small sundries, the employee would not be held responsible for these items so long as the vehicle has forcible and violent entry. If the vehicle has no such forcible entry and was left unlocked, the employee will be held responsible.

The Company may seek to recoup any losses in the event of damage caused to the Company vehicle by the employee's negligence or wilful neglect. The Company may seek to recoup any losses in the event of theft overnight from the vehicle and Company items such as lap tops, computers, note pads, mobile phones, sat navigation equipment etc and Testing Equipment which have been left in the vehicle and not removed.

In addition, the employee is responsible for the excess which is required to be paid and which is not recoverable from the insurance company should the vehicle be involved in an accident, irrespective of the responsibility of the accident. The employee accepts that the Company shall be entitled to deduct the cost of repair of such damage and/or the cost of the insurance excess from his/her wages, in line with the deductions clause set out in the employee's terms and conditions of employment.

In the event of the vehicle being withdrawn, the vehicle must be returned to the Company in a clean and roadworthy condition.

If the vehicle requires valet cleaning the Company will deduct this fee from the employee's wages.

*\*This is a non-exhaustive list.*

Signed for and on behalf of the company

A handwritten signature in blue ink, appearing to read 'Jo Shuttlewood'.

Jo Shuttlewood – HR Director

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