



LEASE CAR POLICY

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1. Introduction

The following Policy will be adopted for all employees who are eligible to be provided with a lease car for business and private use. Separate arrangements will apply for cars provided solely for business use i.e. where private use is prohibited. Employees will only be considered for a Trust lease car on the following basis: they are required to travel on NHS business and either –

- 1.1. Travel an average of more than 5,000 miles a year on NHS business or
- 1.2. Travel an average of at least 3,500 miles a year on NHS business and necessarily use their car for NHS business an average of three days a week;

The Director of Logistics and Technical Services or the Director of Finance will decide on the suitability of providing a lease car when the above criteria is met.

2. Selection of Vehicles

Operational managers (ie managers who are, or may reasonably be, required to respond to emergency calls) are required to select a vehicle from that range of cars identified by the Director of Technical Services and Logistics as suitable for emergency call response so that these may be appropriately equipped and used flexibly. Other employees may select any vehicle subject to the restrictions indicated at 7 below and approval by their Director. Where the individual's driving experience is limited, or in the event of a significant accident history, approval for certain vehicles may be withheld at the discretion of the Director of Logistics and Technical Services.

3. Procurement

All lease cars will be procured through the Pan-Government Framework For Lease Of Cars. The Use of this source ensures that lease cars are supplied in line with Office of Government Commerce (OGC) best practice guidance.

4. 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 April 2008 all vehicles supplied through the scheme are to have achieved the Euro NCAP 4Star Adult rating and 5 Star from 2010. Details of which vehicles meet this requirement can be found on the website below.



5. The Corporate Manslaughter Act

In order that the Trust can meet its obligations to employees under the Corporate Manslaughter Act, the Trust reserves the right to:

- 5.1. Fit all vehicles with an Electronic Data Recorder (EDR) in order that court admissible evidence may be provided in support of any employee involved in a fatal road traffic accident.
- 5.2. Have the employee driving standards periodically assessed by a Trust appointed independent driving assessor and the standard recorded.

6. Reducing the Trust's Carbon Footprint

- 6.1. 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.
- 6.2. The Trust has set an upper limit for CO₂ emissions, which is reducing in line with government targets. SECamb will aim to provide vehicles under this lease car scheme where the CO₂ emissions do not exceed the following government targets in the year the lease is taken out;

from 1 April 2008 – 160 mg CO₂
from 1 April 2009 – 150 mg CO₂
from 1 April 2010 – 140 mg CO₂
from 1 April 2011 – 130 mg CO₂
from 1 April 2012 – 120 mg CO₂ (EU declared target)

Of course, these government targets are subject to ongoing review and the achievement of these is highly dependant 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>

7. Exclusions

The following types of car will not be available:



- 7.1. Convertibles
- 7.2. Sports cars and other cars which are essentially two seater vehicles
- 7.3. High performance vehicles in excess of 250 bhp
- 7.4. Vehicles designed primarily for leisure purposes, e.g. Motor Caravans
- 7.5. Cars which have not been designed by the manufacturer to use unleaded fuel or diesel.
- 7.6. Vehicles will not be fitted with tow bars unless there is an operational requirement that cannot be met with Trust vehicles and that is sanctioned by the Director of Operations.
- 7.7. Vehicles supplied through the lease car scheme will not be equipped with "Bull Bars".

8. Trust Contribution

The Trust will make a contribution to the vehicle lease costs as set out below.

Chief Executive and Directors (Defined as those subject to VSM arrangements)	£5,500 per annum
Senior Managers (Band 8 or above)	£3,500 per annum
Other employees	£3,100 per annum

At each level, the annual lease value available to the employee shall be increased by £50 for each complete 1000 miles above 5,000 business miles per annum. Thus, for example, an employee with standard lease value £3,500 who travels 9000 business miles per year, would have an adjusted lease value entitlement of £3,700 (i.e. £3,500 plus £200).

If the vehicle user is to be supplied with a company provided mobile phone and chooses to use this in the vehicle, then the Trust requires, wherever possible to select the in car blue tooth preparation optional extra rather than the installation of a mobile phone car kit. To this end, the Trust will provide an additional allowance (towards the cost of the blue tooth preparation & vat) of £170 per annum when this optional extra is selected.

This additional allowance is only provided when the blue tooth preparation is selected as a chargeable optional extra (i.e. not available if provided as standard in the car).



These values will be reviewed on an annual basis and revised to reflect changes in the underlying lease and insurance costs.

9. Employee Contribution

The employee's annual contribution will be calculated using the following formula:

- 9.1. the annualised cost of leasing their chosen vehicle;
- 9.2. plus a £700 charge towards non vehicle related costs incurred by the Trust (e.g. vehicle insurance);
- 9.3. less the annual Trust contribution to leasing costs (as set out in 8 above)
- 9.4. plus VAT.

In all cases, a minimum employee contribution of £25 per month will apply to all lease car users for the personal use of the vehicle as defined by the AfC terms and conditions.

10. Vehicle Upgrade/Downgrade

An employee may select a more or less expensive vehicle than their standard assigned lease cost would allow, subject to 7 above and the approval of their Director and the Director of Logistics and Technical Services. In such a case, through the application of the formula set out in 9 above, all additional costs will fall to the employee, while any savings will be credited to reduce the cost of private use subject to the minimum charge also outlined in 9 above.

11. Variation to Contract Mileage

Mileage should be reported monthly through the travel claim, and will be monitored against contract at quarterly intervals. Any variation over-run of business mileage will be met by the Trust by adjusting the contribution as set out above; any over-run of private mileage will be charged to the user. There are no refunds to the Trust or to individuals if mileage is below the contracted level; each contract will be reassessed annually and revised if necessary, and contributions recalculated accordingly.

12. Needs of Disabled Staff

The Trust is committed to promoting equality of opportunity and supporting access for all. This commitment extends to the provision made in the lease



car policy. SECAmb recognises that in some cases it may not be possible to meet the needs of an employee, who is disabled, within the provisions outlined in this scheme. Alternative provision for a lease car, that meets the requirements of a disabled member of staff and which enables them to do their job will be considered. Where possible and we are able to do so, SECAmb will endeavour to make reasonable adjustments that enable our disabled staff, to effectively undertake their jobs.

As with any other reasonable adjustment, advice will need to be taken from a range of sources. It is likely that our Occupational Health Service provider would need to be consulted, together with Motability in some circumstances and Access to Work may be approached.

13. Conditions

- 13.1. All drivers must hold a full and valid driving licence and notify the Trust of any driving convictions, including points e.g. for speeding. In such circumstances, the Trust may choose to withdraw or restrict use of the vehicle or apply such other conditions (e.g. additional driving training) as it sees fit. Where an employee loses their driving licence, the car will be withdrawn and may be used elsewhere: if the car cannot be reassigned, the lease contribution will continue to be deducted from salary during this period until the lease can be terminated (with any unrecovered penalty charges, payable by the employee).
- 13.2. The employee is responsible for ensuring that any vehicle allocated to him is serviced and maintained in accordance with the manufacturer's recommended maintenance schedules and used in conformity with legal and insurance requirements. All servicing and maintenance of Trust vehicles must be carried out within the Trust's Fleet Maintenance Workshops or as otherwise directed.
- 13.3. Each user will be responsible for providing a copy of their driving licence to the Fleet Department, prior to taking delivery of a lease car. Copies of driving licences of any other authorised users (14 below) must also be supplied prior to those individuals driving the vehicle.
- 13.4. The employee must take reasonable precautions to ensure the safety and security of the vehicle and keep the car clean and presentable at all times so as to achieve the maximum residual value of the car. Any surcharge levied by the Lease Company for deterioration beyond 'fair wear and tear' at the expiry of the lease period will be charged to the employee.
- 13.5. In the event that an eligible employee is negligent in the use or care of the Trust car, the functional director may, at his absolute discretion, down-grade the Trust car category allowed to the



employee and/or withdraw the privilege of private use of the Trust car.

- 13.6. The Trust reserves the right to increase employee contributions, to reflect increased premiums and excesses for persistent claimants.
- 13.7. Authorisation to drive a Trust car may be withdrawn at any time from an eligible employee at the absolute discretion of the functional director.
- 13.8. Any employee taking up a new post will normally be required to take on the vehicle of the previous post holder until the lease has expired.
- 13.9. Exceptionally, staff appointed to the Trust may, at the Trust's discretion, transfer an existing lease vehicle for use until expiry of lease, and replacement under the terms of this policy.

14. Accident or Damage

- 14.1. All employees have a responsibility for the care and protection of the Trust's property.
- 14.2. Any damage to the vehicle or property, injury to occupants or third parties or other untoward occurrence must be reported to the Trust without delay. Any correspondence received by the user, including summonses or claims from third parties, must be copied without delay to the Trust.
- 14.3. Employees are required to strictly observe legal and insurance requirements in the event of accident or damage and to complete all documentation accurately and promptly.
- 14.4. For accidents that occur during private use, the driver will normally be required to pay the first £100 of the cost of any accidental damage sustained where the excess payment is not recovered from the third party: this may be waived in full or part by the Director of Logistics and Technical Services in exceptional extenuating circumstances. A higher excess may apply in the case of younger or inexperienced drivers.

15. Other Drivers

Subject to prior written approval the Trust car may be driven by the employee's spouse (or spouse equivalent), sons and daughters provided that they are 21 years old or over and in possession of a current full valid driving licence.



In exceptional circumstances, and with the prior written approval of the Director of Logistics and Technical Services, other named drivers may be authorised to drive the car.

Exceptionally, the Trust may require the vehicle be available for the business use of other authorised Trust employees when not in use by the employee to whom it was allocated.

16. Overseas Travel

Prior written approval must be obtained from the Trust if the employee wishes to take the car outside the United Kingdom.

The Trust will arrange for suitable and sufficient insurance and AA 5 Star Cover (or equivalent) during the relevant period overseas, and recharge these costs to the employee.

It is the responsibility of the driver to ensure that a green card (or other appropriate documentation) is obtained from the Trust's insurers prior to taking the car abroad.

17. Replacement

The car will normally fall due for replacement after 3 years from the date of original acquisition by the Trust.

Upon promotion to a higher grade within the Car Policy, the eligible employee will retain the Trust car allocated prior to the promotion until normal replacement, unless the vehicle can be reallocated to another eligible employee in the appropriate grade.

18. Early Termination

Any penalty charges not recoverable by the Trust are chargeable to the employee, though the Trust will endeavour to reassign the vehicle if possible. Where early termination arises due to unforeseen circumstances, the Trust has discretion to waive in whole or in part any penalty charge to the employee.

19. Alterations and Additions

The driver must obtain prior approval from the Director of Technical Services and Logistics before the fitting at his expense of any extras or accessories, other than those supplied with the car. The removal of such accessories must not reduce the residual value of the car and will also be at the driver's expense.

20. Insurance - Personal Effects



The Trust Insurance Policy does not cover personal effects. Drivers are advised to arrange appropriate cover by means of extension to their Household Contents Insurance Policy.

21. Limitations on Use

The Trust car is allocated to eligible employees for business and private use only and must not be used for hire, reward or competition.

22. Fines

In no circumstances will the Trust pay any fines incurred by the driver whether for parking, speeding or any other offence – whether relating to business or personal use. If any costs, fines, charges or penalties are levied against the Trust in respect of an employee's allocated car, such fines, charges or penalties together with an administration fee will be deducted from the employee's salary.

If the driver wishes to claim the usual exemption available relating to an emergency response, then evidence must be provided for consideration according to existing Logistics & Technical Services procedures.

23. No Smoking Policy

The Trust's no smoking policy applies equally to lease cars as it does to any other Trust property.

24. Alternative to a Lease Car

Staff who are eligible for a lease car but are not required or expected as part of their job to respond to emergency calls may elect instead to receive 'Regular User Allowances' in accordance with national Terms and Conditions (AfC Handbook Section 17 and Annex L). The decision to opt for regular user allowances may only be taken at the time a lease vehicle is first offered or at replacement: employees will be required to ensure that they have a suitable vehicle available at all times to undertake their business travel duties.

25. Fuel & Consumables

Fuel and those fluids and oils required between services are to be provided by individual users. A monthly duty mileage form should be completed for each calendar month, duly authorised and submitted to the Finance Department. Business mileage will be reimbursed at the rates set out in Appendix A, which will be reviewed periodically and amended, if appropriate, by the Trust's Executive Team.

26. Income Tax



Lease Cars are regarded by the HM Revenue and Customs as a taxable benefit, though liability is currently offset by the employee's contribution. All employees are fully responsible for their tax obligations arising from a Trust provided lease car under this scheme and the details of current regulations can be found on the HMRC website.

27. Executive Directors

This Scheme shall apply equally to the Chief Executive and Executive Directors of the Trust – subject to the endorsement of the Trust's Remuneration Committee.

28. Agreement of Policy

All employees who take a car provided under this lease car policy do so by agreeing to the terms outlined in this policy.

29. Review

The Trust will review the Lease Car Policy periodically, and may amend as considered necessary. Specific review issues will include eligibility, Trust contribution, insurance arrangements, base vehicles and allowances, and mileage rates.



Appendix A: MILEAGE RATES

Business mileage will be reimbursed at the following rates wef 1 March 2009:

	Pence per mile	Blue Light Pence per mile
Petrol	12p	18p
Diesel	11p	16.5p