



**The Shrewsbury and
Telford Hospital**
NHS Trust

Lease Vehicle Scheme Policy

W20.2

Additionally refer to:

Protection of Pay (Trust Reorganisations)
Management of Organisational Change
Development & Training Support
Recognition Agreement
Policy for Staff Car Parking
Reimbursement of Travel, Accommodation and Subsistence Expenses
Travelling Difficulties
Policy for the Operation and Administration of 'Pool' Lease Vehicles
Managing Conflicts of Interest in the NHS

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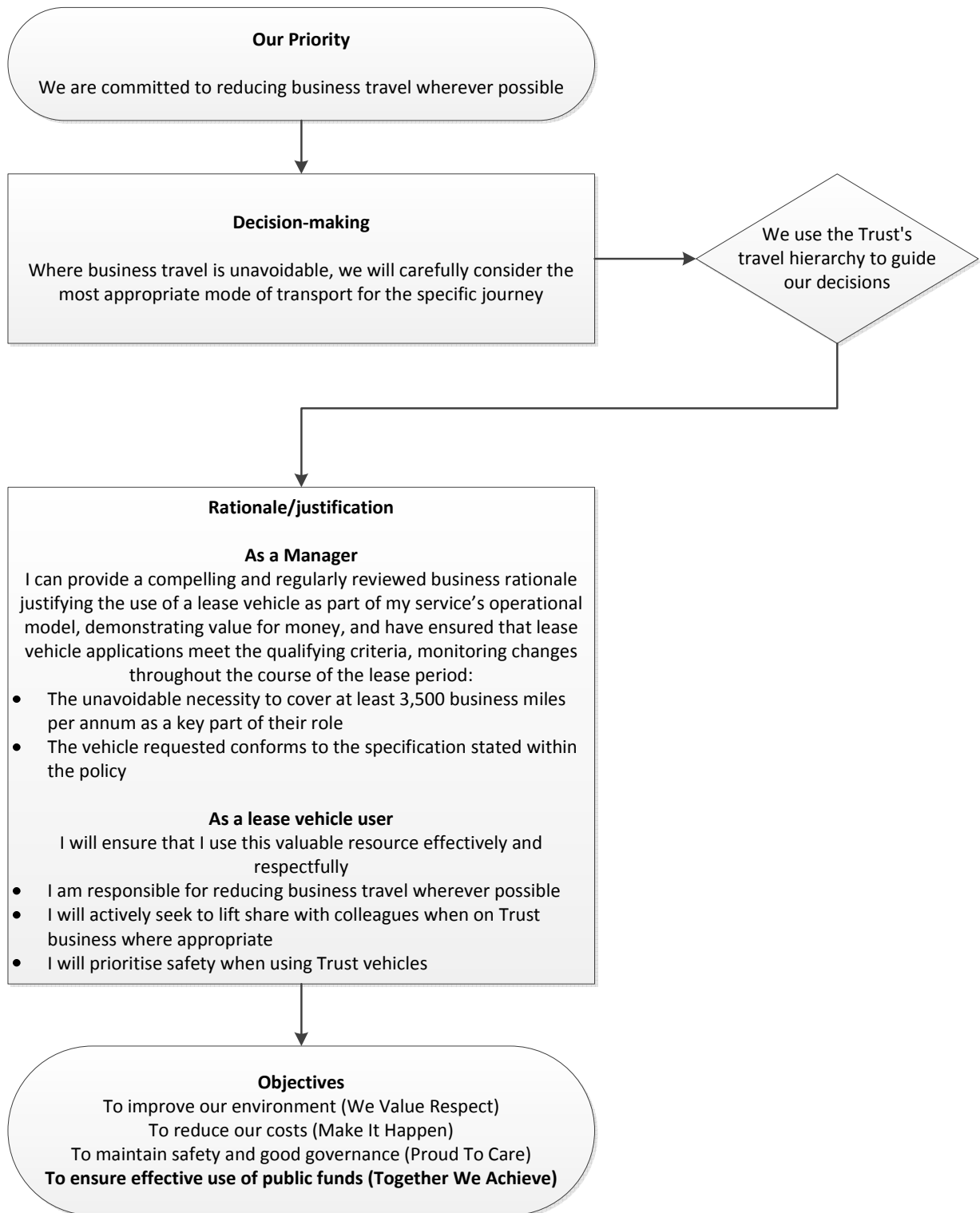
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1. Policy on a Page



2. Introduction

- 2.1 This policy sets out the Trust's arrangements for the provision of lease vehicles to eligible staff. This Policy has been drafted in light of the review of the Trust's use of fleet vehicles by the Energy Saving Trust (in March 2018) and in light of changes to the taxation of low emission vehicles from 2019.
- 2.2 Other than where staff are employed on Trust terms and conditions of employment, this policy should be read in conjunction with any relevant national terms and conditions of employment.
- 2.3 The policy will be updated following any changes in relevant government statute or regulation e.g. relating to income tax liability.

3. Overview

This policy describes the qualifying circumstances, conditions and process for members of staff to be offered the use of a personal lease cars for business mileage. The underlying principle of this scheme is to ensure value for money for the public purse, whilst reducing as much as possible, the impact of business mileage on the environment.

4. Definitions

AfC - Agenda for Change

BIK - Benefit in kind

VAT - value added tax

vfm - value for money

Excess - the contribution you are required to pay towards a claim you make on your car insurance policy

5. Duties

5.1 Trust Board – Finance Director

The Finance Director is responsible for ensuring the Trust is reducing costs where possible and providing staff with an appropriate and fair leasing scheme alternative.

5.2 Senior Centre Finance managers and Care Group Finance Links

Centre and Care Group Finance Managers oversee departmental expenditure and work with operational managers to ensure that any offer as part of the lease vehicle scheme is appropriate. These managers will report departmental finances to the Finance Director.

5.3 Department Managers

Department Managers are responsible for ensuring staff use the most appropriate mode when undertaking business travel. Such managers are responsible for authorising business mileage claims, adapting working requirements where appropriate or necessary to suit the business needs of the department. Managers should promote the Lease Vehicle Scheme to eligible staff in instances where it would be the most cost effective mode of travel.

5.4 Vehicle Leasing Manager

The Vehicle Leasing Manager advises staff on the vehicles available on the scheme, sourcing the best deal financially and ensuring they comply with emission restrictions set out in this policy.

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5.5 Staff – Lease Holders

All staff must strive to ensure that Trust costs are kept to a minimum and act in a way that provides value for money for their department, role and the public purse. Staff are responsible for their travel decisions, based on vfm, the needs of the service and protection of the environment.

6. Eligibility

6.1 The decision whether to allocate a lease vehicle to an individual is entirely at the Trust's discretion. However, when making this assessment the Trust will take into account:

- the job commitments of the post holder, including the nature, frequency and urgency of the journeys to be undertaken and the distances to be travelled; the 'baseline' criteria is that the applicant is expected, as an unavoidable part of their role to undertake business travel of at least 3,500 miles in each year of the vehicle lease.
- whether the allocation of the individual's chosen lease vehicle results in a costs saving to the Trust compared to undertaking such travel in a private vehicle. This calculation is dependent on the emissions of the chosen vehicle. Applicants should contact the Vehicle Leasing Manager to for more information.

In all cases, the Trust will assess whether there is an economic or job-related case to justify the offer of a lease vehicle to the individual.

6.2 In some cases, the Trust may decide to provide a pool vehicle to a group of staff. Managers should refer any such cases to the Vehicle Leasing Officer, who will advise on the case (in accordance with the Trust's Pool Vehicle Policy). The arrangements set out within this policy relate to vehicles for use by specified members of staff who meet the qualifying criteria for the lease vehicle scheme.

6.3 The Lease Vehicle Scheme is available to all staff who meet the eligibility criteria set out above. Where significant business miles are anticipated each year, the Trust will consider offering the individual a lease vehicle under this Scheme. Where such an offer is made and the employee decides to reject that offer, any claims for vehicle mileage above 3500 miles per annum will be reimbursed at the rate specified within AfC (ref. Annex 12); this is irrespective of the engine size of the employee's vehicle. Motorcycle rates, where applicable will also be paid in accordance with the relevant AfC guidance (**Note:** for medical staff the rate will be that applicable under their terms and conditions of service).

6.4 The decision whether to allocate a lease vehicle to an Executive Director will be referred to the Remuneration Committee of the Board. A decision to allocate a lease vehicle to any individual who does not, or is unlikely to, claim 3500 business miles per year will be referred to the Executive Directors' meeting to inform a decision by the authorisation director.

6.5 The decision whether to offer a lease vehicle to an individual will be based on objective criteria in accordance with the requirements and spirit of the Trust's Equality and Diversity Policy.

7. How the Scheme Works

7.1 What kind of vehicles will be available?

- Contract Hire agreements have been negotiated with national vehicle hire companies and quotations can be provided on a range of makes and models of

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vehicle. Vehicles selected under this Scheme are required to have maximum CO₂ emissions which comply with a benefit-in kind (BIK) rate equivalent to 25% or less (appendix A)

- Given the adverse health effects and environmental impact of diesel emissions and the need for NHS Trust's to reduce its carbon footprint, the allocation of a diesel vehicle will not be approved under the Scheme. Exceptional cases/applications may be considered by the authorising director but under no circumstance will a requested diesel vehicle be approved with a CO₂ emission rate exceeding a BIK rate of 25%*.

** Maximum emission figures stated are subject to annual review and may change in line with future legislation. Current emission rates based on a ≤25% BIK rate can be found at Appendix A. Please check with the Vehicle Leasing Manager for further information.*

In some circumstances (e.g. because of driver requirements eg disability, equipment to be carried, or the nature of journeys undertaken) a particular vehicle variant may be deemed appropriate. The applicant's line manager will need to make a specific case to the Vehicle Leasing Officer in the first instance, which will be considered on a case by case basis.

7.2 How much does the vehicle user have to pay?

The charge varies depending on the private mileage anticipated during the lease period, but staff who apply will receive individual quotations appropriate to their particular circumstances and their chosen vehicle. As a condition of the vehicle being available for private use, staff are required to make a contribution for that use.

7.3 Will the vehicle user's contribution change during the contract?

Some changes may occur during the lease period due to government legislation/regulation, the Trust's environmental liability or supplier terms and conditions, which may impact on:

- Road Fund Licence
- VAT (or other)
- Increase in insurance charges
- AA/RAC or other motor organisation's cover
- Lease contract payment to lease companies
- Any suppliers' handling charge

The Vehicle Leasing Manager will contact users in advance should any such changes apply.

7.4 When are the payments made?

The costs will be deducted on a monthly basis through the payroll for 36 months and will normally commence the month after delivery of the vehicle.

7.5 Who pays for the fuel?

All fuel will initially be paid for by the employee, who will then reclaim the fuel-only cost of mileage travelled on Trust business in accordance with the rates set out in AfC. Expenses should be claimed using the Trust's online electronic expenses system.

Reimbursement of mileage expenses will be at the rates set out in accordance with the rates set out in AfC. There is no additional payment for carrying passengers (**Note:** for medical staff the rate will be that applicable under their terms and conditions of service).

7.6 What happens to subsistence allowances?

Subsistence expenses are not affected by this Scheme.

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7.7 Will the vehicle user be liable to Income Tax?

Individual vehicle users will be assessed for income tax in accordance with the relevant regulations and are subject to tax on a set scale for receiving a "company vehicle" taxable benefit. This scale is reduced by any contribution made by the employee for use of the car. Further details are shown in Appendix A.

7.8 What maintenance is the driver responsible for?

At handover of the vehicle, the User will be fully briefed by the supplying agent on routine checks and maintenance. Any further training can be supplied by the Trust's Vehicle Leasing Manager on request. The User has specific responsibility for the following:

- a) Keeping the vehicle in a clean condition
- b) The following minimum checks:
 - Daily: Fuel, brakes, lights, indicators and tyre pressures.
 - Weekly: Oil, water, battery level and condition of tyres
- c) Ensuring the reasonable security of the vehicle at all times. Any costs of garaging the vehicle are to be borne by the User.
- d) Conforming to all instructions and recommendations in the Manufacturer's Handbook and all other instructions given by the Contractor or Trust.

7.9 How is vehicle maintenance carried out?

Routine servicing, replacement of tyres and batteries and repair and replacement will all be carried out at a franchise dealer's garage of the vehicle user's choice. The vehicle user must ensure that servicing is carried out at predetermined times, to be identified at the commencement of the contract. All servicing costs are covered by the contract.

It is the driver's responsibility to ensure that the vehicle is kept in a clean and tidy condition.

7.10 What happens if the vehicle breaks down?

Full cover is provided by the leasing company for this eventuality. Therefore if the vehicle breaks down or refuses to start for whatever reason, the driver must use the breakdown service provided by the leasing company at all times.

7.11 What happens if the mileage exceeds the estimated mileage?

An additional charge will be incurred by the vehicle user at the end of the contract if the excess is as a result of the private mileage element. Such charges will be processed by the Payroll Department.

7.12 What happens if I leave the Trust?

On the vehicle user's termination of employment, retirement or death, the vehicle should be returned to the Vehicle Leasing Office based in Accommodation Block 3 at RSH. If the vehicle user is disqualified from driving or breaks any of the conditions within the scheme, a termination charge may be payable. All cases will be considered on an individual basis. The Vehicle Leasing Office will check the vehicle condition to ensure compliance for return.

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7.13 What happens if I do not want to accept the offer of vehicle?

Please refer to section 6.3

8. **Conditions of the Scheme**

The purpose of this section is to give details of the arrangements and conditions for providing vehicles to members of staff under the Trust's Lease Vehicle Scheme ("the Scheme"). Staff who have made an application and are allocated a vehicle under the Scheme shall be deemed to have accepted the conditions set out below.

8.1 General

8.1.1 The Scheme is offered to eligible employees, primarily to enable them to perform their official duties. Vehicles can be made available for private use, which includes journeys from home to base, and charges for private usage will be borne by the employee.

8.1.2 The Scheme is based on a Vehicle Hire Contract(s) between the Trust and a supplier ("the Contractor") under which the latter, who retains ownership, hires a vehicle to the Trust for a period of three years. The employee to whom the vehicle is allocated ("the User") has no contractual relationship with the contractor supplying the vehicle and is not permitted to make any separate arrangements regarding the supply of the vehicle with the contractor.

8.1.3 The overall administration of the Scheme is the responsibility of the Trust's Vehicle Leasing Office.

8.1.4 Charges for private use will cover routine maintenance, road fund licence, insurance, membership of a motoring organisation and reasonable repair costs. Additional costs due to deliberate abuse or willful neglect of the vehicle will be charged to the User as detailed in 5.11.5, and includes any such damage within the lease period or upon return. The User will also be liable for any legal fees incurred by the Trust in pursuit of recovery of such costs

8.1.5 A Driver Instruction Book will be supplied with the vehicle on delivery by the Contractor, together with other appropriate documentation.

8.1.6 An indication of the range of charges which will apply to vehicles available under this Scheme is given below. Individual quotations can be obtained by contacting the Trust's Vehicle Leasing Office. Applicants should obtain manufacturers' brochures from local vehicle dealerships to assist with the selection the body and upholstery colours of their chosen vehicle.

8.2 Eligibility for a Lease Vehicle

8.2.1 Staff who meet the eligibility criteria in section 3 will be able to apply for a lease vehicle.

8.2.2 Applicants will require their manager to confirm their continuance as an eligible driver for the foreseeable future (at least the duration of the lease).

8.2.3 Eligibility for a lease vehicle under the Scheme is also subject to the employee not having been convicted of a motoring offence and which, as a result of that conviction, prevents them from obtaining comprehensive insurance.

8.2.4 The Trust reserves the right to refuse any application. The reasons for any refusal will be provided to the applicant.

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8.3 Application for a Lease Vehicle and Disposal of Existing Vehicles

- 8.3.1 An applicant electing to participate in the Scheme cannot 'part-exchange' their existing vehicle.
- 8.3.2 Requests for quotations must be submitted to the Vehicle Leasing Office on the form supplied (see Appendix B). The Office will then prepare both an application form and a formal agreement and forward them to the applicant who should respond with a firm commitment or refusal. Under no circumstances will a vehicle be supplied before an application has been approved by the Director of Corporate Governance in accordance with the requirements of section 3 and a formal agreement has been made between the Trust and the applicant.
- 8.3.3 It should be noted that the rates of charge quoted on agreement forms will be current at the time of receiving the request for a quotation and any delay in completing and returning the application and agreement forms may result in revised rates being quoted as a result of changes in the Contractor's charges.
- 8.3.4 The applicant will be contacted by the Trust's Vehicle Leasing Manager to finalise delivery arrangements, will be asked to collect the vehicle from the Trust's Vehicle Leasing Office (currently accommodation block, RSH 3) and sign a receipt to this effect.
- 8.3.5 Whilst this Scheme generally covers vehicles in all insurance groups, a User may have to bear extra insurance costs in addition to the normal monthly charge. This may arise if the Insurance Company decides further charges are required, depending upon the type of vehicle required and the driving record of the User and any other persons who will drive the vehicle.

8.4 Terms of Lease

- 8.4.1 Whilst participating in the Scheme, all Users will be required to have the vehicles at their disposal at all times for official business (except in exceptional circumstances). All official journeys must be undertaken in this vehicle, apart from journeys that are normally undertaken by alternative modes of transport, e.g. long distance rail journeys and/or where an alternative mode of transport is deemed to be more efficient and cost efficient to the Trust.
- 8.4.2 The User shall permit representatives of the Trust or the Contractors to inspect the state and condition of the vehicle at any reasonable time and place before the contract terminates.
- 8.4.3 On termination of the User's entitlement to the vehicle (see section 5.11), the vehicle should be returned to the Trust's Vehicle Leasing Office at Accommodation Block 3, Royal Shrewsbury Hospital.
- 8.4.4 Vehicles hired under this scheme must not be used for any purpose that could reasonably be considered inappropriate (eg rallying, pace-making, racing reliability trials or for testing purposes) or any unlawful activity.

8.5 Charges to the User

The User's contribution covers the following:

- Rental of vehicle for private mileage.
- Any 'buy-up' costs, i.e. where the cost of the chosen vehicle exceeds the lease cost of the 'base' vehicle

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- Road Fund Licence
- Maintenance of vehicle
- Insurance for private use (employee and immediate family)
- Membership of a motoring organisation (AA, RAC etc full home start and relay)
- VAT as applicable
- Handling Charge
- All mileage in excess of business mileage

8.5.1 The User will pay a monthly contribution which will be deducted monthly from their salary by the Trust's Payroll Department.

8.5.2 The User's monthly contribution will only be varied during the Lease period in the event of changes in the rates with respect to:

- Road Fund Licence
- VAT (or other government legislation)
- Increase in insurance charges (see section 4.7 below)
- Changes to or increase to AA/RAC or other motor organisation's cover under the Lease
- Administration charge levied by the Trust

8.5.3 Although servicing and maintenance, provision of replacement components and tyres made essential by normal wear and tear are covered within the user's contribution; payments which may be required due to deliberate abuse or willful neglect by the User are not covered.

8.5.4 The User will pay for all fuel, together with oil and other fluids required between servicing. Factory or dealer fitted accessories requested by the User will also be paid for directly by the User. Any further accessories which are required subsequent to delivery must be fitted at the User's expense, providing that the Contractor and Trust's Vehicle Leasing Office are notified in advance.

8.6 Mileage Claims

8.6.1 An allowance for fuel is paid for normal business mileage at a rate determined by the AfC/Staff Council. This allowance may be varied from time to time having regard to changes in fuel costs (**Note:** for medical staff the rate will be that applicable under their terms and conditions of service).

8.6.2 All claims should be made using the Trust's e-Expenses system and claimants should observe good practice by not accruing significant arrears. It is generally expected that claims are submitted at the end of the calendar month in which they are incurred.

8.6.3 Arrears in excess of three months require the approval of the Care Group Directors or the equivalent Heads of a corporate function. Arrears of six months or more are considered unreasonable and should be refused by the authorising manager unless highly exceptional circumstances apply (eg an unforeseen and legitimate long term absence). The authorising manager is responsible for validating a genuine case for arrears and will be held accountable for all authorisations.

8.7 Insurance (including travel abroad)

8.7.1 The insurance cover arranged by the Trust is fully comprehensive. The policy document may be inspected on application to the Trust's Vehicle Leasing Office. A brief summary is given below.

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8.7.2 The prices quoted provide fully comprehensive insurance with the following limitations:

- the User driving the lease vehicle for NHS Trust business and social, domestic and pleasure purposes;
- named full or provisional licence holders of the User's immediate family e.g. spouse or children using the vehicle for social, domestic and pleasure purposes;
- travel by a member of the User's family in connection with their own business is not covered by the policy;
- under no circumstances must any person other than the User and the named members of the User's immediate family who are permitted to drive by the Trust drive the vehicle on the public highway.

Insurance cover will normally be subject to an excess charge as follows:

All drivers	£100 accidental damage
<i>plus</i>	
Drivers under 21	£275 accidental damage
Drivers aged 21-25	£200 accidental damage
Provisional licence or Licence held less than 18 months	£325 accidental damage

8.7.3 For overseas travel, notice of the proposed journey must be given in writing direct to the Insurance Company and acknowledgement of cover must be received and copied to the Vehicle Leasing Manager prior to any foreign travel. Any costs arising under this paragraph will be charged to the user.

8.7.4 Any User taking the lease vehicle outside the United Kingdom must also obtain AA 5 Star cover (or equivalent) to ensure that the vehicle would be returned to the United Kingdom in the event of serious breakdown or accident. Written authorisation and a copy of the vehicle registration document should be obtained from the Contractor before the user leaves the United Kingdom. All additional costs must be borne by the user. Any advice on the insurance cover required for overseas travel can be obtained from the Insurance Company.

8.7.5 As the Trust is the insurance policy holder, cover for driving vehicles not owned or hired by the Trust is not included. The driver of any such vehicle will therefore be subject to the conditions and cover of the policyholder's motor vehicle policy of insurance of these other vehicles.

8.7.6 Should the User be convicted of any offence, other than a parking offence, in connection with any motor vehicle, during the period of participation in the Scheme and the User is not disqualified from holding a licence, the Trust reserves the right to impose special terms. The User shall notify the Trust's Vehicle Leasing Office **immediately** of any such conviction.

8.7.7 Claims on the insurance policy as a result of incidents which occur whilst the User is on official business will be the responsibility of the Trust, including any excess payments. However, claims which result from incidents when the User or a permitted driver is not using the vehicle on official business will result in the User paying the excess, as appropriate, whoever was considered to be at fault for the incident. If the User feels that the third party involved was responsible for the incident, he/she can attempt to reclaim the excess from the insurance company of the third party concerned. In the event of the insurance company imposing a surcharge on a specific driver as a result of a number of claims under this policy, the excess cost will be recharged to the User or driver concerned.

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8.7.8 In cases where the production of evidence of insurance is necessary, a letter of authorisation and a copy of the insurance certificate can be obtained from the Trust's Vehicle Leasing Officer.

8.7.9 The 'No Claims' bonus on an User's existing vehicle insurance should be protected if there are no claims on the Trust's insurance policy which are attributable to that User. A certificate will be issued by the Trust on request to the effect that no claims have been made by the User concerned.

8.7.10 Fully comprehensive insurance is included but there are certain exclusions contained within the policy concerning personal accident benefits, personal effects and windscreen cover. The user may enquire with the Vehicle Leasing Officer as to whether additional cover can be acquired at the user's expense.

8.8 Accidents, Damage or Mechanical Failure

8.8.1 In the case of an accident or other damage, however slight, details must be submitted immediately to the Trust's Vehicle Leasing Office, which will forward the appropriate Accident Report Form for completion. No major repair work may be undertaken without the express permission of the Trust's Vehicle Leasing Office.

8.8.2 "Emergency" repairs can be undertaken but in such cases, the procedure outlined in the Contractor's Handbook should be followed. If such repairs are necessary, the Contractor's Maintenance Control Manager should be informed prior to the repairs being carried out. In cases of major repair work, advice from the Trust's Vehicle Leasing Office will be given as soon as possible after the matter has been reported.

8.8.3 For cases of accidental damage, the Contractor should be notified, together with the Insurance Company. The insurance certificate will be available from the Vehicle Leasing Office.

8.9 Maintenance and Repair

8.9.1 The costs of servicing, mechanical and electrical repairs, unlimited replacement of tyres due to fair wear and tear, repairs to tyres and replacement of batteries and exhausts for the period of the contract are included in the User's contribution.

8.9.2 Authorisation for repairs, replacement vehicles and accessories etc, will be obtained by the Trust's Vehicle Leasing Office from the Contractor after they have been provided with the relevant details. "Emergency" repairs of a modest cost do not require prior authorisation, but the services of the appropriate motoring organisation should be called upon before any costs are incurred.

8.9.3 The operation of the vehicle maintenance service will commence with a request to enter, on a form supplied by the Contractor at the time of delivery, the local franchised dealer at which the User is required to have his vehicle serviced or repaired. From then on, the Contractor would, on receipt of the completed form, set up a credit facility with that dealership and the User simply has to make contact with the dealership to book the vehicle in for servicing and any other work which is required. Any charges incurred in maintenance and servicing will be charged direct to the Contractor. The servicing dealerships are requested to obtain an official order number from the Contractor and authorisation for the work carried out. Should a roadside breakdown occur, or problems occur at the User's home address, then he/she will have the back up of two alternatives: (1) to contact the appropriate motoring organisation for assistance; or (2) to contact a telephone number provided by the Contractor where a 24 hour service is available.

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8.9.4 Replacement tyres, glass, headlights, aerials, windscreen wipers, exhausts, due to deliberate abuse or willful neglect are not included in the Contract Hire Agreement. Any such costs that the Contractor considers are appropriate that are charged to the Trust must be reimbursed by the User.

8.9.5 It will be the User's responsibility to ensure that routine servicing and maintenance are carried out at intervals recommended by the Manufacturers. It is stressed that it is the User's responsibility to report to the nominated servicing agent any defect in the vehicle with particular reference to those items which affect road worthiness, e.g. brakes, lights, steering, and tyres in need of replacement.

8.10 Temporary Vehicle Unavailability

A replacement vehicle will not be supplied should the lease vehicle be off the road due to servicing, mechanical failure or accident damage. However, the Vehicle Leasing Office does maintain a small pool of vehicles for emergency purposes and their allocation will be on the basis of priority being given to maintaining direct patient services and charged accordingly. Users who make alternative temporary arrangements privately will be reimbursed for official mileage at the current rate defined in Annex 13 of Agenda for Change (**Note:** for medical staff the rate will be that applicable under their terms and conditions of service).

8.11 Termination of Lease

8.11.1 Subject to the exercise of an option to purchase as provided below, the User's right to the vehicle will be terminated forthwith in the following circumstances:

- a) at the expiration of the lease period
- b) by the User's breach of any of the conditions of the Lease Scheme
- c) on the User's termination of employment with the Trust, retirement or death. In cases of death in service, arrangements can be made for the User's family to retain the vehicle for a period of up to 90 days at the existing monthly payment. In cases of retirement or termination of employment, the user must advise the Trust's Vehicle Leasing Office at the earliest possible opportunity of their intention to terminate their service. Failure to do so could result in a termination payment being charged to the user (see below).
- d) in the event of a change in circumstances which results in the User ceasing to be eligible e.g. where the jobholder's business mileage no longer justifies the use of a lease vehicle. However, at the Trust's discretion, the User **may** be permitted to retain the lease vehicle on a personal basis until the expiry of the lease where this represents a costs saving to the Trust
- e) in the event of the User being disqualified from holding or for any reason ceasing to hold a valid licence entitling them to drive the vehicle. (The Trust may exercise its discretion for short periods of disqualification).

8.11.2 In the event of prolonged sickness, training, maternity leave etc, the employee may choose to continue the private use at the contracted charge or to return the vehicle. In the latter case no financial penalty will be payable by the employee where the absence is for a period in excess of four months.

8.11.3 Upon termination of the User's participation in the scheme the Contractor will expect all vehicles to be returned in the following condition:

- a) With no bodywork or trim damage other than fair wear and tear. The Contractor will not accept accident damage but will accept paintwork and bodywork deterioration compatible with normal usage over three years at the stated mileage

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- b) No accident damage to light or glass coverings
- c) All tyres to have at least 2mm of tread
- d) No interior damage other than fair wear and tear, i.e. no damage to seats, headlinings, dashboard, boot interior, stains from oil, glue, chemicals etc.
- e) To be in what could reasonably be considered as good, clean condition.

8.11.4 Any disputes will be referred to arbitration by the AA (or similar) and the costs of this arbitration will be borne equally between the Contractor and the Trust.

8.11.5 The User will be required to reimburse to the Trust the cost of any repairs that the Contractor considers are needed to bring the vehicle back up to good condition, taking fair wear and tear into account, unless in the opinion of the Vehicle Leasing Office there are good reasons for waiving this requirement.

8.11.6 In the event of a premature termination for reasons given in section 8.11.1 (b) (c) and (e) above, the User may be liable for an early termination payment.

8.12 Registration Documents

These will be held by the Contractor, but a letter of authorisation can be obtained from the Contractor as evidence of the User's authority to drive the vehicle.

8.13 User purchase of vehicle option upon expiry of the lease

The User may negotiate directly with the Contractor an option to purchase the lease vehicle upon termination of the period of the contract.

8.14 Liability to the Inland Revenue

The User may be subject to Income Tax according to legislation that varies from time to time.

8.15 Driver Instruction Book

The User must comply, in all respects, with the terms set out in the Driver Instruction Book which will be issued by the Contractor at the time of delivery.

9. **Training**

There is no mandatory training associated with this policy. Guidance on fair use, user maintenance, and individual vehicle controls/functions should be sought from the Lease Vehicle Manager in the first instance.

10. **Review process**

It is recognised that as legislation changes the policy may need to be updated to reflect these requirements. Any revision will be made in consultation with recognised Trade Unions and professional staff organisations. This policy will be reviewed 5 years from the date of ratification.

11. **Equality Impact Assessment (EQIA)**

This policy applies to all employees equally and does not discriminate positively or negatively between protected characteristics.

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12. Standards of Business Conduct

All staff are responsible for their own compliance with the Trust's Managing Conflicts of Interest in the NHS policy.

13. Process for monitoring compliance

Aspect of compliance or effectiveness being monitored	Monitoring method	Responsibility for monitoring (job title)	Frequency of monitoring	Group or Committee that will review the findings and monitor completion of any resulting action plan
Policy statement	Review of policy when updated	Vehicle Leasing Manager	Upon policy review	Good Corporate Citizen Group
Duties	Review of policy when updated	Vehicle Leasing Manager	Upon policy review	Workforce Committee
Effectiveness of procedure	Retrospective review/audit	Director of Corporate Governance	Annually	Workforce Committee

14. References

- Energy Saving Trust - periodic guidance

15. Associated Documentation

- Protection of Pay (Trust Reorganisations)
- Management of Organisational Change
- Development & Training Support
- Recognition Agreement
- Policy for Staff Car Parking
- Reimbursement of Travel, Accommodation and Subsistence Expenses
- Travelling Difficulties
- Policy for the Operation and Administration of 'Pool' Lease Vehicles
- Managing Conflicts of Interest in the NHS

LEASE VEHICLE SCHEME BIK

Company Vehicle 'benefit in kind' (BIK) is based on the carbon (CO₂) emissions of the vehicle (g/km), the fuel type, and the list price (often called the P11D value). From the fuel and carbon emissions (g/km) a percentage is determined from an HMRC table (updated annually) that is applied to the P11D value to estimate the BIK on which tax and NIC is payable.

To maintain a BIK rate of ≤25% new vehicles will need lower carbon emissions year-on-year. The table below shows the requirements for CO₂ emissions that any new lease must comply. All new-to-fleet vehicles must not exceed the emissions stated below at the time of the lease commencing. (table subject to annual HMRC updates).

Maximum CO₂ emissions (g/km) equivalent to ≤25% BIK tax rate

Year	2018-19	2019-20
Petrol	124	109
Diesel	104	75

Note: Scheme is changed with new CO₂ bands and new PHEV rates based on EV range. It is currently assumed that the 25% BIK rate for 2020-21 rates will remain at 100-104 for petrol vehicles

CO ₂ g/km			2018/19		2019/20	
CO ₂ g/km	Lower	Upper	Petrol+	Diesel	Petrol+	Diesel
0	0	0	13%	0	16%	0
1-50	1	50	13%	17%	16%	20%
51-75	51	75	16%	20%	19%	23%
76-94	76	94	19%	23%	22%	26%
95-99	95	99	20%	24%	23%	27%
100-104	100	104	21%	25%	24%	28%
105-109	105	109	22%	26%	25%	29%
110-114	110	114	23%	27%	26%	30%
115-119	115	119	24%	28%	27%	31%
120-124	120	124	25%	29%	28%	32%

This scale is based on New European Driving Cycle (NEDC) emissions

LEASE VEHICLE SCHEME APPLICATION FORM

Part A (to be completed by the applicant)

I. Applicant

Full Name:	
Home Address:	
Home Telephone No:	
email	
Department:	
Work Telephone No:	
Post Held:	
National Insurance No:	
Base Vehicle Group:	

II. Vehicle Requested

	1st Choice	2nd Choice
Manufacturers Name:		
Model:		
Specification/Type:		
CC:		
Colour (please give 2 for each choice)	1. 2.	1. 2.
Extras requested (if applicable)		
Estimated Annual Business mileage (to nearest 1,000)		
Estimated Annual Private mileage (to nearest 1,000)		

III. Driving Licence

Please enclose a photocopy of your driving licence and other drivers' licences as appropriate

	Surname	Forenames	Date of Birth	Valid Licence held from	Disabilities (YES/NO)	Accidents or convictions etc. (within last 3 years) (YES/NO)
Applicant						
Spouse						
Other Users						

I hereby certify that (please tick all boxes below)

- All the answers and particulars provided by me in this application are correct and I am aware that the Trust will share the answers and particulars with the Supplier and the Insurer for the purpose of the application in line with its Data Protection obligations
- I have disclosed all material facts; that there are no circumstances known to me at this time that would cause me to terminate the lease prematurely
- I have read and accept the conditions of the Trust's Lease Vehicle Scheme. I agree that if at the end of the contract I have exceeded my estimated private mileage, then I will be personally liable to pay an additional excess mileage charge.

Data Protection

Personal data gathered by SaTH will only be used for the sole purpose of processing a lease vehicle application. This information will be shared with limited third parties for this purpose.

Consent

I hereby give consent to process the data supplied for the purpose of this application. I understand that my data is subject to scrutiny by third parties and agree to its use, limited for this purpose.

Signed

Date:

Spouse/other users (where applicable)

Signed:

Date:

Lease Vehicle Scheme Policy W20.2

IV. Restrictions

Please give details of any physical/mental disabilities, or any accidents, police convictions, etc below

Declaration of accident, conviction, disability or any other restriction imposed which limits the ability of any driver named on this application to do so legally. I understand that submitting misleading or false information may result in disciplinary action and/or legal proceedings.

Name	Description of restriction	Date of restriction	Fine/endorsement	Date restriction expires (where applicable)

Part B (to be completed by Manager/Head of Department)

(please tick all boxes below)

- I certify that the above Applicant is eligible to apply to lease a vehicle under the Scheme rules and, to the best of my knowledge, is expected to remain so for the entirety of the lease period
- The official and private mileages projected have been discussed and agreed with the Applicant and the Applicant has completed a personal business mileage plan
- I consider the estimated annual official mileage of the Applicant to be reasonable

Signed: *** Date:

*****This application must now be forwarded to the Director of Corporate Governance for authorisation**

Director of Corporate Governance

Signed: Date: