



# STAFFING MATCH



COMPANY CAR POLICY

2017

## **1. General**

- 1.1 You will be notified individually if you are entitled to a Company car as part of your remuneration and benefits package. Your entitlement is subject to the following terms and conditions of this Policy. If you do not comply with your obligations under this policy, the Company shall be entitled, at its sole discretion, to withdraw or limit your use of the Company car.
- 1.2 This Policy is effective from 14<sup>th</sup> July 2017 until further notice.

## **2. Choice of Car**

- 2.1 The Company reserves the right to decide by what means Company cars will be provided (for example, by lease or purchase).
- 2.2 You may choose any make and model of car in accordance with the limit and criteria as laid down by the Company. The initial limits and criteria are set out in the letter offering you employment with the Company. The Company reserves the right, at its sole discretion, to amend the limits and criteria from time to time.
- 2.3 Before choosing a car, you should obtain written confirmation from the HR Manager that the proposed choice, together with any optional extras, will be acceptable to the Company.
- 2.4 Subject to review by the Company from time to time, Company cars will be renewed at the Company's sole discretion.
- 2.5 The company reserves the right to have the car returned during the holiday period.

## **3. Running and other Costs**

- 3.1 The Company will pay/arrange for the Company car to be comprehensively insured and taxed.
- 3.2 You are responsible for ensuring that your Company car is kept clean (both inside and out) and is maintained in a roadworthy condition. The Company will reimburse all reasonable servicing and maintenance costs properly incurred (excluding car valet or car wash charges) on the production of garage invoices. You must get signed authority for the cost from the HR Manager prior to work being carried out.
- 3.3 Any damage incurred internally or externally will need to be repaired at an approved garage as approved by the company and this cost will be deducted from your salary. If the damage is such that it has to

be processed through the company insurance then the excess will be deducted in your salary.

- 3.4 Fuel costs incurred on Company business will be reimbursed at the specified rate per mile, and should be recovered as expenses in the normal way. Copies of petrol receipts must be provided to the Company (credit card receipts alone will not suffice), and should at least cover the business mileage claimed.

#### **4. Private use of the Car**

- 4.1 As an employee, you are the only person who may drive the Company car.
- 4.2 You are responsible for paying all the fuel costs of private use of the car incurred

#### **5. Your Obligations**

You must comply with the following requirements, which are conditions of entitlement to the use or benefit of a company car:

- 5.1 To be in possession of a current, full driving licence. Before being allocated a Company car, you must show proof that you hold a current driving licence. This must be produced annually.
- 5.2 To take reasonable care of the car and to keep it in a clean condition; the company will carry out an annual licence check on all drivers who drive a company car.
- 5.3 To keep the car in a roadworthy condition, regularly serviced and maintained, and to take appropriate action to remedy any faults. You are responsible for:
- ✦ Checking tyre pressure and treads regularly
  - ✦ Checking all lubricants on a regular basis and
  - ✦ Checking all lights regularly
- 5.4 To report to the HR Manager at the earliest opportunity any damage to the car or any accident arising from its use, regardless of how the damage or accident occurred. Failure to do so may lead to loss of insurance cover for the damage or accident, in which event you will be liable to indemnify the Company for the loss.
- 5.5 To report to the HR Manager at the earliest opportunity any incident involving the police which arises from use of the Company car;
- 5.6 To ensure that you comply with all of the relevant Company policies whilst using the Company Car, including the policies on smoking, drugs, alcohol and mobile phone use.

- 5.7 To assist the Company with insurance claims or investigations into accidents, damage or police enquiries arising from use of the Company car.
- 5.8 No smoking is permitted in any company car.

You are responsible for the above matters, whether or not you were personally driving the Company car at the relevant time.

## **6. Accidents**

- 6.1 If the damage is such that it has to be processed through the company insurance then the excess will be deducted in your salary. Furthermore, in such circumstances, the Company reserves the right to withdraw the Company car and instead to substitute a car allowance commensurate with your status, in an amount determined in accordance with Company policy.
- 6.2 If you expressly or impliedly give permission to use the Company car to any person other than the named driver, and the Company car is involved in an accident while being used by that person, you shall, at the Company's sole discretion, pay for the cost of repairing or replacing the car. Furthermore, you will indemnify the Company for liability to any third party who suffers loss or damage.
- 6.3 If, for whatever reason, you cease to hold a valid current driving licence and in consequence are unable to either attend for work normally or (in the Company's reasonable opinion) carry out your duties properly and effectively, then unless suitable alternative employment is available, the Company will be entitled to terminate your employment on notice.

## **7. Criminal Proceedings**

- 7.1 If you or the Company become involved in criminal proceedings in connection with your use of the Company car or any use by the named driver or any other person to whom you have expressly or impliedly given permission to use the car, you will be responsible for all parking fines and charges, costs, fines, criminal compensation and any other financial liability connected with or arising from such criminal proceedings. If the Company initially pays some of the above liabilities, you will reimburse such sums to the Company as soon as possible.
- 7.2 Any illegal use of the Company Car whilst on company business will, notwithstanding any other proceedings that may result from such use, constitute gross misconduct and may result in summary dismissal.

## **8. Termination of Employment**

- 8.1 If you are summarily dismissed, you shall return the Company car including spare key and handbook on your last day at work in accordance with the

Company's instructions, and shall not be entitled to any further use or benefit of the car or to any compensatory payment in lieu.

- 8.2 If you are entitled to a Company car for personal and business use, the use of the car may, at the Company's discretion, be withdrawn during any period of notice, garden leave or paid suspension. In these circumstances, an allowance in lieu of the benefit of the car will be paid instead.
- 8.2 The Company may, at its sole discretion, allow you to continue to use the Company car after your last day at work. If so, permission will be given in writing specifying the terms and conditions of your continued use.

## 9. Variations

- 9.1 The Company reserves the right, at its sole discretion, to amend or vary any of the terms of this Car Policy from time to time, and will give you one month's prior notice of any change.
- 9.2 If the Company changes the value of the car to which you are entitled, the change will not take effect until the car is next replaced (subject to 9.3 below).
- 9.3 If the Company decides to change its arrangements for the supply of Company cars, it may be necessary to replace your existing car with a car of similar value, provided under the new arrangements.
- 9.4 Upon return of a lease car, any damage found to be caused by the negligence of the driver, the loss will be deducted from their salary.

## Employee Acceptance

I have read, understand and agree to accept and abide by the above Company Car Policy.

Signature: ..... Date: .....

Name \_\_\_\_\_

### This policy has been approved & authorised by:

**Name:** Dan Carlin

**Position:** Business Director

**Date:** 18<sup>th</sup> December 2017

**Signature:**