Company Vehicle Policy

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Company Vehicle Policy

1. About this policy

1.1 This policy applies to any Shamrock Group Ltd employee who has an existing company vehicle. Company vehicles are not available nor provided to any other employee under new management rules, which were introduced in 2023.

1.2 Holders of a Provisional driving licence are not permitted to drive any company vehicle, nor is any employee that has been banned from driving.

1.3 The vehicle remains the property of the Company at all times and should therefore be kept available for use on other Company business throughout the normal working day.

1.4 All company cars are provided with full maintenance, road fund licence, insurance and accident management. All company cars must be equipped with ABS and a comprehensive alarm system included with the price. If a new road fund licence is not received within 5 days of expiry the employee must notify the facilities team immediately.

1.5 This policy does not form part of any employee's contract of employment and we may withdraw it or amend it at any time.

2. Car Selection and Delivery

2.1 Any request for a car other than the standard vehicle, or special requirement is subject to the Company's prior approval. Any new vehicle must be a hybrid vehicle or fully electric vehicle.

2.2 Upon receipt of the "New Vehicle Authorisation" memo from the Company, a price guide detailing all vehicles available within the employee's entitled category will be issued to the employee by Lex Vehicle Leasing. All vehicle selections will be made on the contract basis of 3 years and £20,000 per annum to ensure uniform choice for any employee with a company vehicle.

2.3 For specific quotations from Lex Vehicle Leasing, contact the facilities management team. Once your selection has been finalised, subject to a final approval from the Company, a purchase order will be raised by the Facilities team and passed to Lex Vehicle Leasing to process.

2.4 An employee may select extra fittings, which result in a total lease value greater than the allowance. Due to the high cost to the company, particularly if an employee leaves, an additional contribution amount is limited to 20% of the allowance and the employee is required to pay this cost back within 12 months. The employee will be required to make a binding commitment to the company relating to the deduction of these charges and should the employee leave, the company reserves the right to bring court proceedings to recoup these costs.

2.5 Should an employee choose their hybrid/electric vehicle, and the manufacturer does not guarantee the purchase price at the time of the order, any increase in the manufacturer cost, prior to the delivery of the lease car is solely the responsibility of the employee. The possibility of a cost increase should be carefully considered before a car is ordered. Please note that most new cars take at least 12 weeks for delivery and can take up to 9 months.

2.6 The employee must consider the expected deliver period of the selected vehicle. Should a vehicle be required for the pre-delivery period and there is not a spare vehicle available, the facilities team will arrange an equivalent interim vehicle, subject to availability.

2.7 A mutual agreed time and place will be agreed with the employee and Lex Vehicle Leasing for the delivery of the new vehicle. Any interim vehicle must be returned to the supplier immediately. The employee is responsible for the initial inspection and immediately reporting any damage.

2.8 The replacement cycle for company vehicles will be three years. This will be subject to change where necessary.

3. Maintenance

3.1 It is the responsibility of the employee to maintain the vehicle in accordance with the manufacturers recommended service intervals, or as modified by any instruction from Lex Vehicle Leasing. The cost will be borne by the company and administered through Lex. All maintenance and service works should be booked through the Lex One-Call Centre on 08705585585.

4. Accidents

4.1 In the event of an accident involving a company vehicle, employees are required to notify the facilities team as soon as possible after the accident. The driver of the vehicle is responsible for obtaining particulars of any persons involved in the accident, as well as the names and contact details of any witnesses. The claim form and accident report form must be completed within 5 working days of the accident occurring.

4.2 You must have a witness for any accident that you are involved in. Failure to follow the correct procedure (Appendix B) may result in the employee having to pay the excess on the insurance claim. If any employee constantly ignores this procedure, it will result in everyone having to pay the excess on all insurance claims relating to their company vehicle.

4.3 If a replacement vehicle is required any requests must be made to the facilities team. In the event of an emergency the facilities team must be notified as soon as possible. For servicing, a courtesy car will be provided by the Lex One-Call garage free of charge on request allowing five days' notice, where available.

5. Insurance

5.1 Subject to the terms of the Company's insurance policy and acceptance thereunder, the Company will provide insurance for business, domestic and social use only and may reserve the right to refuse providing certain vehicles for any employee with a company vehicle who is under 25 years of age.

5.2 It is solely the responsibility of the employee to ensure that

(a) The allocated vehicle is in full, roadworthy condition at all times and complies with all legal requirements including valid insurance for the driver, road tax and tyre tread depth.

(b) The vehicle is driven and parked according to all current road laws and regulations. The Company is not responsible for any fines or penalties. Should the company receive an invoice in respect of fines or parking penalties, the Company will pay this amount in full on receipt, and the full amount will be deducted from the employee's salary in the following month.

(c) In cases where failure to pay fines result in the Company having to meet extra costs, the employee will be required to reimburse the Company for the additional costs incurred.

(d) The employee must submit their driving licence on request from the facilities team. The licence must be resubmitted immediately after any change in its record of penalty points or disqualification. The Company reserves the right to cancel a company vehicle at any such time. If an employee is convicted of a driving offence or falls into the age categories listed in clause 5.2.4 and this materially affects our insurance premiums, the Company reserves the right to ask this employee to pay the extra premiums.

(e) Our facilities team should be notified of any special circumstances, which may affect our insurance costs for example but not limited to driving under the influence of drugs or alcohol, speeding, age if you fall into any of these categories; a driver under 21 years of age, a driver aged 21-25 or an inexperienced driver over the age of 25.

5.3 As a result of our deteriorating claims the Company policy excess has increased to £500 for every claim. The majority of these claims have been caused due to the negligence of those driving company vehicles. It has therefore become necessary to hold drivers responsible for the policy excess for incidents where they are at fault. This excess will be deducted from the employee's salary.

5.4 Any employee needing to use another vehicle on the company fleet will need to seek authorisation from the facilities team. The employee will incur any increased policy excess.

6. Investigations

6.1 The allocation of a company vehicle will render the employee liable to tax, which will normally be levied via an adjustment to your tax code.

7. Vehicle Expenses

7.1 The employee must keep a full record of all expenses for oil, petrol and business mileage as per the Company Expenses Policy.

7.2 For vehicle maintenance, Lex Vehicle Leasing will pay (subject to approval) for all repairs due to reasonable wear and tear.

8. Keys

8.1 Once a new vehicle has been received, it is the responsibility of the employee to get an additional key cut and pass the spare key to the facilities team for emergency use. It is the sole responsibility of the employee to ensure the safe keeping of any remaining keys supplied to them, along with any master keys. When an employee leaves the company, all keys must be signed over to the facilities manager. If this is not done the cost of replacement keys will be deducted from the employee's final salary payment.

9. Care and Condition of the Vehicle

9.1 The employee is expected to treat the vehicle carefully and will be held responsible for unreasonable damage. Employees are responsible for ensuring that the vehicle is kept in good working order, that the body work is maintained in good condition and that the interior and exterior are regularly cleaned. Any damage to the body of the vehicle must be reported to the facilities team immediately. The Company will not incur any costs relating to cleaning or garaging any company vehicle.

9.2 The employee will be held liable for driving a defective vehicle and should therefore understand the regulations applicable which includes the efficiency of tyres, lighting, brakes, horn, steering, windscreen wipers, washers and exhausts.

9.3 The employee must ensure that when leaving the vehicle unattended the engine is switched off, the keys are removed and all of the doors and the boot are locked. All property should be kept locked in the boot. The company has limited cover for personal property so the employee should ensure that all personal items of value are covered by their own household policy or another form of liability insurance.

9.4 The employee should read the manufacturer's handbook and any driver information pack to ensure they achieve the most efficient and best service in operating the company vehicle. The following checks are the responsibility of the employee for every company vehicle they are using:

- (a) Oil to be checked daily
- (b) Petrol level to be checked daily
- (c) Battery percentage to be checked daily
- (d) Water level to be checked daily
- (e) Lights to be checked daily
- (f) Tyre checks to be done weekly (trye pressure, tread depth)
- (g) Brake fluid level to be checked weekly
- (h) Battery electrolyte level/battery health to be checked weekly

9.5 It is the employee's responsibility to ensure that sufficient antifreeze is used during the winter months to prevent damage to the vehicle due to freezing. The employee will be held responsible for the cost of any damage due to freezing if sufficient antifreeze is not used.

9.6 It is the employee's responsibility to ensure that the correct grade of fuel is used in the vehicle.

9.7 The employee and all passengers in the vehicle must wear their seatbelts at all times whilst in the vehicle. Young children must not go in the front seats of the car, and if they are carried in the back the employee must have the correct car seat or booster seat installed for the child.

9.8 The employee must make sure that the vehicle is parked in a safe place at all times. Any damage to the vehicle caused through dangerous and irresponsible parking will be the employee's responsibility and the employee will have to reimburse the Company for the cost of any repairs.

10. Authorised Drivers

10.1 No person is authorised to drive a company vehicle unless the facilities team has seen the original, valid current driving licence held by that person. Authorised drivers fall into these categories:

(a) Employees who have been allocated a company vehicle for continuous use.

(b) Employees who whilst not allocated a vehicle for their personal use, have been authorised to drive a company vehicle by the facilities team.

(c) An employee’s spouse provided that they are over 25 years of age and an experienced driver with a clean licence.

11. Mileage

11.1 All mileage to and from work is classed as private mileage and cannot be claimed back. Additionally, any use of the company vehicle for social reasons cannot have the mileage claimed back. To claim business mileage an employee must expense this back via Expensify following the company expenses policy.

11.2 If an employee wants to take a company vehicle overseas for either business or personal use, approval must be given in advance by the facilities team. Company vehicles can only be taken overseas provided the employee makes sure that only an authorised driver drives the vehicle, that they take all reasonable precautions to ensure the safe custody and transportation of the vehicle and that the relevant insurance and maintenance documentation is in place.