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1. General

- 1.1 You will be notified individually of the Company car as part of your remuneration and benefits package. It is subject to the following terms and conditions of this Policy. With your obligations under this Policy, the Company shall be entitled, at its discretion, to withdraw or limit your use of the Company car.
- [1.2 At its discretion, the Company may offer employees the option of receiving an allowance in lieu of a company car (see Policy)].
- 1.3 This Policy is effective from 1 January 2018.

2. Choice of Car

- 2.1 The Company reserves the right to choose the car to be provided (for example, by lease or purchase). This means Company cars will be chosen on the basis of value for money and in accordance with the limits and criteria set by the Company. The initial limits and criteria are set by the Company. The Company reserves the right to change the limits and criteria from time to time.
- 2.2 You may choose any make or model of car as laid down by the Company. The Company reserves the right, at its sole discretion, to choose the car to be provided.
- 2.3 Before choosing a car, you must obtain approval from the <<state role>> (e.g. Company Accountant>>). The car, together with any optional extras, will be acceptable to the <<state role>>.
- 2.4 Subject to review by the Company, Company cars will be renewed every << >> years or after the end of the lease term, at the Company's sole discretion.

3. Running and other Costs

- 3.1 The Company will pay/arrange for the car to be comprehensively insured and taxed.
- 3.2 You are responsible for ensuring the car is kept clean (both inside and out) and is maintained in good condition. The Company will reimburse all reasonable servicing and maintenance charges (excluding car valet or car wash charges) on the private hire basis.
- 3.3 Fuel costs incurred on Company cars will be reimbursed at the specified rate per mile, and should be recovered by the Company. Copies of petrol receipts must be provided to the Company (hard receipts alone will not suffice), and should at least cover the full cost of the fuel.

4. Private use of the Car

4.1 [As an employee, you are the only person permitted to drive the Company car.] [You may only use the Company car for business purposes and for travelling to and from work]

[You may use the Company car for private use. You may also nominate one other named driver e.g. your partner or a member of your immediate family over the age of 18 to use the Company car. You must provide the name and address of the named driver providing <<state job title>> they hold a valid driving licence. The Company Accountant>> reserves the right to refuse to allow the person nominated to use the Company car. You will have the opportunity to nominate a replacement.]

4.2 [You are responsible for paying for any private use of the car incurred by you and the named driver.]

5. Your Obligations

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

5.1 to be in possession of a current driving licence. Before being allocated a Company car, you must show your current driving licence.

5.2 to take reasonable care of the car and to keep it in a clean condition;

5.3 to keep the car in a roadworthy condition and to take appropriate action to report any damage or accident to the Company Accountant>> serviced and maintained, and to report any damage or accident to the Company Accountant>> responsible for:

- Checking tyre pressure
- Checking all lubricants
- Checking all lights

5.4 to report to the <<state job title>> at the earliest opportunity any damage to the car, whether arising from its use, regardless of how the damage or accident occurred. The Company Accountant>> so may lead to loss of insurance cover for the damage or accident. You will be liable to indemnify the Company for the loss;

5.5 to report to the <<state job title>> at the earliest opportunity any incident involving the car;

5.6 to ensure that you comply with the Company policies whilst using the Company Car, including the use of mobile phones, alcohol and mobile phone

5.7 to assist the Company with any investigations into accidents, damage to the car or Police enquiries arising from the use of the Company car.

You are responsible for the above mentioned use of the Company car at the relevant time.

6. Accidents

6.1 If you and/or the named driver use the Company car in any 12 months and you are wholly or partly at fault, you will be liable in excess for the third and subsequent accidents. The Company reserves the right to suspend the car allowance commensurate with the number of accidents in accordance with Company policy.

6.2 If you expressly or impliedly authorise any other person to use the Company car other than the named driver, you will be liable for the cost of repairing or replacing the car and any liability to any third party which may arise.

6.3 If, for whatever reason, you are unable to continue to drive the Company car for a period of 30 days (in the reasonable opinion of the Company) or if you are unable to obtain a valid driving licence and in the Company's reasonable opinion you are unable to drive the car effectively, then unless you provide a suitable alternative employee, the Company will be entitled to terminate your employment.

7. Criminal Proceedings

7.1 If you or the Company become involved in criminal proceedings in connection with your use of the Company car, you will be responsible for all parking fines, criminal compensation and any other financial liability which may arise from such criminal proceedings. If the Company initially pays any such sums to the Company as soon as possible.

7.2 Any illegal use of the Company car, or any other proceedings that may arise, constitute gross misconduct and may result in summary dismissal.

8. Termination of Employment

8.1 If you are summarily dismissed from work in accordance with the Company's policy, you shall not be entitled to any further use or benefit of the Company car on your last day at work and shall not be entitled to any further payment in lieu.

8.2 If you are entitled to a Company car allowance, you may, at the Company's discretion, be entitled to a period of notice, garden leave or paid suspension. In such circumstances, the use of the car will be paid instead of the car allowance.

You were personally driving the Company car at the relevant time.

If you are involved in 3 or more accidents with the Company car and/or the named driver are involved in an accident while using the Company's insurance, then, in such circumstances, the Company reserves the right to suspend the car allowance and instead to substitute a car allowance of an amount determined in accordance with Company policy.

If you expressly or impliedly authorise any other person to use the Company car other than the named driver, you will be liable for the cost of repairing or replacing the car and any liability to any third party which may arise.

If, for whatever reason, you are unable to continue to drive the Company car for a period of 30 days (in the reasonable opinion of the Company) or if you are unable to obtain a valid driving licence and in the Company's reasonable opinion you are unable to drive the car effectively, then unless you provide a suitable alternative employee, the Company will be entitled to terminate your employment.

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8.2 The Company may, at its sole discretion, continue to use the Company car after your last day at work, subject to the terms and conditions of your agreement, to be given in writing specifying the

9. Variations

9.1 The Company reserves the right, to amend or vary any of the terms of this Car Policy from time to time, provided you receive you one month's prior notice of any change.

9.2 If the Company changes the terms of this Car Policy, you are entitled, the change will not take effect until the date of the change (subject to 9.3 below).

9.3 If the Company decides to discontinue the supply of Company cars, it may be necessary to replace the car with a car of similar value provided under the new arrangement.

Employee Acceptance

I have read, understand and agree to the terms of the above Company Car Policy.

Signature:

<<Employee Name>>

This policy has been approved & accepted by

Name: <<Insert Full Name>>

Position: <<Insert Position>> (e.g. Fleet Manager)

Date: <<Date>>

Signature: