



Scarborough and Ryedale  
Clinical Commissioning Group

# LEASE CAR POLICY

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# POLICY AMENDMENTS

Amendments to the Policy will be issued from time to time. A new amendment history will be issued with each change.

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## **1 INTRODUCTION**

This policy covers all aspects of an employee leasing a car through the CCG.

It is the policy of the CCG to operate a supported lease car scheme to provide appropriate vehicles to staff who need transport to enable them to carry out their business duties, provided they meet the eligibility criteria below.

Any vehicle provided under this scheme will be available for the private use of the driver subject to the rules set out below.

The organisation is committed to sustainable development and reducing CO2 emissions, particularly those resulting from work related travel. All staff are encouraged to minimise the carbon footprint of any travel undertaken on behalf of the CCG. (The carbon footprint is a product of the mileage travelled and the CO2 emission output of the vehicle.)

The CCG also provides lease cars to staff as a benefit. Most of the rules and regulations outlined in this policy apply to users of supported and benefit Lease Cars.

## **2 ENGAGEMENT**

- Joint Trade Union Partnership Forum/Policy Development Group
- SRCCG staff via team meetings/team brief/internet

## **3 IMPACT ANALYSES**

### **3.1 Equality Impact Analysis**

The CCG aims to design and implement services, policies and measures that meet the diverse needs of our service, population and workforce, ensuring that none are placed at an unreasonable or unfair disadvantage over others.

In the development of this policy, the CCG has considered its impact with regard to equalities legislation and a copy of that assessment is attached at 14.1

### **3.2 Sustainability Impact Analysis**

A Sustainability Impact Assessment has been completed for this policy and is attached at 14.2.

### **3.3 Bribery Act 2010**

The Bribery Act is particularly relevant to this policy. Under the Bribery Act it is a criminal offence to:

- Bribe another person by offering, promising or giving a financial or other advantage to induce them to perform improperly a relevant function or activity, or as a reward for already having done so; and
- Be bribed by another person by requesting, agreeing to receive or accepting a financial or other advantage with the intention that a relevant function or activity would then be performed improperly, or as a reward for having already done so.

These offences can be committed directly or by and through a third person and other related policies and documentation (as detailed on the CCG intranet) when considering whether to offer or accept gifts and hospitality and/or other incentives.

Anyone with concerns or reasonably held suspicions about potentially fraudulent activity or practice should refer to the Local Anti-Fraud and Corruption Policy and contact the Local Counter Fraud Specialist.

The Bribery Prevention Checklist is available at 14.3

## 4 SCOPE

This policy applies to all staff who meet the criteria for a supported Lease Car as outlined in this policy, or have chosen to have a staff benefit Lease Car.

## 5 POLICY PURPOSE & AIMS

### 5.1 Relationships

At all times during a lease under this scheme the following are the relationships between the parties involved:

- The Leasing Company is the owner of the vehicle which it leases to the CCG.
- The CCG allows the Employee the sole use of the vehicle (unless it is a pool vehicle) and allows the Employee and nominated Drivers private usage.
- The Employee in return agrees to abide by the terms of this scheme including reimbursing the CCG for any costs due and keeping the vehicle in a roadworthy condition.
- The Fleet Management Company administers and applies the scheme on behalf of the CCG . They are responsible for providing quotations for vehicles, ordering vehicles, insurance, and for all matters regarding the implementation of every aspect of the scheme.

## 5.2 Eligibility

### 5.2.1 General Requirements

Any Employee (a member of staff employed by the CCG who has a permanent contract or a temporary contract in excess of three years from the time of applying for a lease car) is eligible to be considered a Lease Car User.

Staff holding honorary contracts, temporary contracts for a period less than three years, Governing Body Members, volunteers, or any other individual associated with the CCG are not eligible to be a Lease Car User.

The Employee must hold a full driving licence.

The Employee must be able to meet their element of the contribution through their pay.

### 5.2.2 Supported Lease Car

- Employees must be expected to travel at least 3,500 business miles per annum for a period of at least three years to be eligible for a Supported Lease Car.
- The Employee must hold a full current driving licence for the type of vehicle provided under this scheme. (Due to insurance regulations drivers who have had a previous disqualification or drink driving conviction may not be eligible).
- Where the Employee has a CCG Lease Car, they are required to use it for any Business Travel undertaken in a vehicle.

### 5.2.3 Benefit Lease Car

The Employee must hold a full current driving licence for the type of vehicle provided under this scheme, and must have held this licence for more than 1 year. (Due to insurance regulations drivers who have had a previous disqualification or drink driving conviction may not be eligible).

## 5.3 Choice of Vehicles

In general drivers may choose any vehicle. However, if it is a CCG Lease Car it must be suitable for the business use it will be put to.

The vehicle must be one that is available to be leased through the Fleet Management company.

The CCG has a responsibility to consider its impact on the environment from CO2 emissions from mileage. As the Employee is bearing the cost of the Lease Car (or the excess cost for more expensive cars in the case of a CCG Lease Car user), no restriction is placed on the list of available cars based on CO2 emissions. Employees are asked to consider the impact of the Green agenda of their choice of vehicle, and the CO2 impact. The CCG must record the CO2

emissions and carbon impact of all business mileage, and may incur charges for carbon emissions.

#### **5.4 Accessories**

The Employee may request the addition of any accessories offered by the manufacturer at the time of hire. Please note that the cost of extras is recovered over the three year period of the lease and are subject to VAT. Also note that the cost of extras will be added to the list price of the vehicle for taxation purposes.

Note: For Pool cars no accessories/optional extras other than those essential for business use will be approved. This includes metallic paint finishes.

#### **5.5 Additional Drivers**

The Employee may add additional drivers to the insurance policy on the Lease Car, subject to compliance with the terms of the insurance offered with the scheme. For example certain previous convictions, age restrictions, or licence conditions (may need to have held a full licence for a minimum period) may apply. There may be administration costs for additional drivers, changing drivers, and additional costs for high risk drivers eg under 25 years of age. These will be identified in the scheme literature.

#### **5.6 Insurance**

##### **5.6.1 Insurance Cover**

All vehicles will be supplied with fully comprehensive insurance and will cover social and domestic use of the Drivers in the UK.

The insurance cover does not extend to Drivers driving any other vehicle that is not provided through this scheme.

The Insurance Cover is for business use on behalf of the CCG, but does not cover any business use outside the business of the CCG.

The Insurance Cover does not cover any personal property fitted to or left in the vehicle.

The Employee may take the vehicle abroad provided that approval has been granted by the leasing company and the insurance company, although this may incur an additional charge which the Employee would need to agree to. Details are in scheme literature.

##### **5.6.2 Excess Levels**

The Insurance has an excess on the policy which in the event of an accident will always be initially payable by the driver direct to the repairing garage.

Our excess rates depend on individual circumstances such as age, convictions and previous fault accidents. Standard excess rates are age related, and then can increase based on convictions and accident history.

Details of the excess rates are detailed in the scheme documentation.

If the excess is recoverable from a third party it will be refunded upon receipt by the CCG or Scheme management company. CCG Lease Car Users should also see Section 5.7.2.

## **5.7 Cost of the lease car**

The total cost of a lease car over the three year term is calculated by the lease company based on the value of the car (including accessories), the predicted mileage (Business and Private) and the predicted resale value. The cost of the lease to the individual also includes insurance and administration charges.

Upon termination (see Section 5.13) additional costs may be due if there is significant variation from the predicted mileage, or the condition of the vehicle is below that to be normally expected based on the vehicles age and mileage (beyond normal wear and tear).

### **5.7.1 Costs Borne By the Employee**

The Employee will bear the cost of the lease, insurance and tax (if applicable) of the vehicle they select.

For a Supported Lease Car, the Employee receives a contribution made by the CCG for the cost of car and insurance for the expected number of Business miles the Employee declares (see Section 5.7.2, and contribution amounts at section 14.9).

For a Benefit Lease car, the direct cost to the Employee will be mitigated by any salary sacrifice arrangement.

The provision of a vehicle under this scheme will be deemed as a benefit-in-kind and subject to taxation. The CCG as employer must inform the Inland Revenue of any period in which an Employee has received this benefit.

The tax liability for the benefit in kind will be clearly shown on any quote.

All taxation is payable by the Employee (usually through payroll deduction). (Please note that taxation rates are liable to change during the life of a lease agreement, all changes will be applied and are payable by the Employee).

The cost of all fuels, oils and other fluids required outside normal repairs and servicing is payable by the Employee.

The Employee will pay all Insurance excesses. If the excess is recoverable from a third party it will be refunded upon receipt.

Any Fines/Fixed Penalties and Congestion charges incurred through usage of the car will be paid by the Employee.

Any additional costs to clean the inside of the car for abnormal marks or stains to upholstery and finishes (beyond normal expected wear and tear) will be charged to the Employee.

The Employee is responsible for any charges received from leasing companies relating to damage etc. exceeding fair wear and tear e.g. damage to tyres and wheels through “kerbing”.

Any sums due to the leasing company due to the early termination of the lease (with exceptions, see section on “termination” for details) will be charged to the Employee.

Any excess mileage charges at the end of contract due to underestimated private mileage (see section on “termination” for details) will be charged to the Employee.

For a Supported Lease Car, if the business mileage undertaken by the Employee drops more than 500 miles pa below the predicted business mileage, this may trigger a change in the CCG contribution. This will be reviewed annually, based on actual claimed mileage.

Changes in business travel requirements due to a CCG initiated change in job role should be notified to the lease administrator when known. The lease cost and contribution will be recalculated, and the employee will be offered the choice of the car at the changed rate, or to return the car without penalty.

For Benefit Lease Car Users, where the CCG changes the employees current job or base, leading to a forecast significant change in the planned mileage, the lease cost and contribution will be recalculated, and the CCG will offer to pick up the additional lease costs by a contribution to the lease cost equivalent to the increase in charges or penalties incurred, or allow the termination of the Benefit Lease car at that point, with the CCG paying termination costs. For the avoidance of doubt, this is only applicable to the lease in place at the time of the change, not any subsequent leases.

For a CCG Lease Car, the Employee will be responsible for any increase in road fund licence, insurance premiums and administration fee which occur during the term of the lease.

Any other administration charge for services which fall outside the quote amount (e.g. additional Drivers, insurance abroad, see individual sections for details) will be charged to the Employee.

Except where charges are paid by the Employee directly, all charges to the Employee indicated above will be made by payroll deduction as part of the Lease agreement.

### **5.7.2 Costs borne by the CCG**

For a CCG Lease Car, the CCG will make a contribution based on the predicted CCG mileage (see section 14.9).

## **5.8 Reimbursement of Expenses**

The cost of fuel will be initially paid by the Employee. Fuel used for business purposes will be reclaimed via payroll by Employees at the appropriate rate per mile (Section 14.9, which has been set in relation to the HM Revenue and Customs Tax Relief rate for medium engined diesel vehicles, and will be reviewed from time to time), regardless of the actual costs for the vehicle driven. If this exceeds the Tax Relief rate for the particular vehicle, the excess is taxable.

Payment by the CCG for fuel for private mileage (where mileage is payable under the Travel Expense and Subsistence Policy, and classed as Private Mileage under tax regulations, see 14.5) is deemed to be a benefit for the Employee, and will incur a significant tax charge. Employees are asked to note that travel from Home to Base is generally private mileage, and if claimed would incur a benefit in kind charge. Base for this purpose is not necessarily the same as the Employees contract base.

Employees are required to notify the Lease car Administrator if they undertake any mileage from Home to their 'Base for Tax Purposes' for which they intend to claim mileage (see 5.9).

Some information on the tax rules around what classes as a Base for Tax Purposes are given in Section 14.5.

## **5.9 Claiming For Business Travel**

Claims should be submitted on a monthly basis in arrears, and at least within 3 months of the date the claim arose. Any claims submitted after this period may not be paid.

Claims for mileage must clearly show the purpose of the travel and the start and finish points of every journey. E.g. "Scarborough to Leeds for a meeting" is not sufficient; "York House, Scarborough to Bexley Wing, St James Hospital, Leeds for a meeting about ..... / with ....." would be the required detail. Claims should exclude the number of miles which would be normally incurred for home to base travel, if the start or end point is the Employees home.

Lease car holders are not entitled to claim for passenger miles.

Under HMRC regulations claims for home to base mileage for non-emergency call outs will give rise to a fuel benefit charge which will be the responsibility of the Employee to pay. In most cases the fuel benefit charge will far outweigh the mileage claimed and unless requested by the Employee, the CCG will not reimburse non-emergency home to base mileage for lease car holders (See section 14.5)

All claims must be authorised by the relevant manager in accordance with the authorised signatory list. Where the authorising manager is a Relative of the Employee then the form must be countersigned by another Senior Manager.

### **5.10 Road Fund Licence**

The annual Road Fund Licence is included in the cost of the lease at the rate applying at the time of the start of the contract. Any subsequent increases in the Road Fund Licence cost plus VAT will be passed onto the Employee.

### **5.11 Roadside Assistance Membership**

All vehicles provided under this scheme will be covered by roadside assistance membership through the AA, RAC or equivalent.

### **5.12 MOT Tests**

It is likely that a vehicle nearing the end of its initial 3 years agreement will need to have a MOT test. Drivers will be reminded prior to the date it is required. It is the responsibility of the Employee to ensure that they obtain an MOT certificate. The cost will be borne by the leasing company and the MOT station will forward the certificate directly to them. The Employee should inform the lease company that a certificate has been obtained.

### **5.13 Termination of a Lease**

Under normal circumstances a lease would run for 3 years at which point the vehicle would be returned to the leasing company and a replacement would be provided if appropriate. The driver would be subject to three possible charges at this point.

The cost of any refurbishment work required to restore the vehicle to the condition expected of a three year old vehicle.

The cost of any private mileage in excess of the original estimate used in the contract. This will be charged at the rate(s) shown on the original contract.

Cost of a reduced CCG contribution if the actual business mileage is more than 500 miles pa below the predicted mileage, despite reviews during the period of the lease (see 5.7.1).

### **5.14 Early Termination**

A contract normally runs for 3 years but may be terminated under any of the following circumstances:

- The death of the Employee – Early termination fees are normally waived by the Leasing Company. If this is not the case the fee will be paid for by the CCG.
- On termination of the employment by the CCG, for example redundancy – The termination fee will be paid for by the CCG.

- On termination of the employment through voluntary redundancy or MARS (Mutually Agreed Resignation Scheme) – The termination fee will be paid for by the CCG.
- On changes to the employees job, where significant extra cost would be incurred on the lease as a consequence of the change – The employee may choose to terminate the lease (see section 5.7.1) – The termination fee will be paid by the CCG.
- On retirement under certain unforeseen circumstances such as ill health – The termination fee will normally paid by the CCG but each case will be reviewed individually.
- If the CCG instigates a change where eligibility to the scheme is affected. – The CCG will pay the termination fee.
- If the Leasing Company for any reason terminate the agreement – The termination fee will normally by paid by the CCG, except in cases where actions or behaviour by the employee which may be deemed unreasonable are the cause of the termination, but each case will be reviewed individually.
- On termination of the employment by the Employee – The Employee will pay the termination fee. The Lease may be transferred to another Employer by agreement of both the new Employer and the CCG.
- Study Leave/Secondment - The Employee does not have the right to retain their lease car during such periods of leave. Any arrangements to retain their lease car will be at the discretion of the manager concerned and may involve the Employee paying a greater proportion of the lease costs. The CCG may pay or contribute to the termination fee, but each case will be assessed individually.
- On the breach of any of the terms of this agreement by the Employee – The fee will be payable by the Employee.
- If the Employees contribution cannot be recovered from their salary – The fee will be payable by the Employee.
- If the Employee becomes disqualified from driving or for whatever reason ceases to hold a valid driving licence – The fee will be payable by the Employee.
- Where the CCG takes responsibility for the termination fees, the CCG reserves the right to retain the lease on the car, and reallocate it to another Employee or the Pool.
- Where the Employee is responsible for termination costs, the CCG may, at its discretion, offer to accept the car into the Pool in return for a

reduction of some or all of the termination costs. The Employee has the choice to accept the offer in return for a reduction in termination costs, as an alternative to terminating the lease with the costs that may entail.

### **5.15 Early Termination Costs**

The cost of early termination will be clearly indicated on the contract documentation at the start of the contract.

In the event of an Employee being absent from work through maternity leave, sickness or approved training the contract will continue and the private cost of the vehicle will continue to be deducted from pay. If the Employee moves into a period of unpaid leave the CCG finance department will make other arrangements with the Employee.

When a vehicle is returned to the CCG it may be possible to re-assign the vehicle to avoid paying termination fees, however this cannot be guaranteed.

If the Employee is transferring to another NHS organisation it may be possible to transfer the lease to the new organisation. It is the Employees responsibility to negotiate this with their new employer and keep the CCG and the lease car provider informed of progress at all times.

### **5.16 Employee Responsibilities during the Contract Period**

#### **5.16.1 Lease Cars**

Rental charges are determined by the Leasing Company on the assumption that the cars will be kept in good condition and to the same high standard as if the cars were owned by Employees. It is, therefore, in the interest of all parties that this standard is maintained particularly in ensuring that the cars retain their book value when returned at the end of the contract.

The Employee has a specific responsibility for the following:

- Keeping the car in a clean condition, at the Employees cost.
- At regular intervals checking the oil, water, battery, brake and any other fluid levels, tyre pressures and condition of tyres and “topping-up” as necessary.
- Ensuring that the anti-freeze level in the cooling system is checked and maintained at the level recommended by the manufacturer.
- Observing the recommended running-in speeds where appropriate.
- Reporting defects promptly to the nominated garage or as otherwise instructed by the Leasing Company or the Employer.

- Ensuring that servicing and maintenance are carried at the intervals recommended by the manufacturer at a main dealer or other garage approved by the leasing company.
- Ensuring that road fund licences are received from the Lease Car Provider and displayed by the due date.
- Ensuring the reasonable security of the car at all times.
- Conforming to all instruction and recommendations in the manufacturers handbook and all other instructions and advice given by the contractor or the CCG.
- Inform the Lease Car provider of any changes to personal details given on the original application e.g. Home address, or telephone number.
- Take care when transporting CCG property. Medical supplies, equipment, drugs, mobile phones, computers etc should always be kept out of view if they must remain in the vehicle whilst unattended. Information Assets should only be transported where it is compliant with the CCG Information Governance Policy. Other items and materials (e.g. Medical Gases, hazardous materials, waste, etc) should only be transported where it is compliant with regulation and the appropriate CCG Policy.
- Not modify or alter the vehicle or remove any parts from it, not change any of the identification marks or numbers without proper written consent from the leasing company.
- Pay the CCG any amount due under the agreement.
- Allow reasonable access to the vehicle by the CCG or the Leasing Company to inspect the vehicles condition.
- Pay promptly any fines attributable to the Employee relating to the use or misuse of the vehicle.
- The Employee should bear in mind that they will be personally liable for the cars roadworthiness in accordance with the legal requirements as if they themselves were the owner of the vehicle. Employees should not service, repair or adjust the vehicle themselves (other than as mentioned before) and in particular must not interfere with the mileage recorder (odometer).
- The Employee is under a duty to report all damage or defects immediately. Where an Employee has damaged the vehicle due to failure to maintain or due to neglect of maintenance or non-reporting of defects, the Employee is liable to pay for the resulting repairs.

### **5.16.2 CCG Lease Car Users**

To claim for all Business mileage undertaken to evidence the CCG contribution to the cost of the car, and allow the CCG to calculate the environmental impact of that mileage.

To report to the CCG in advance should the Employee foresee that estimated mileages (Business or Private) are significantly different from originally quoted (for the purpose of this section, significantly different is deemed to be more than 10% different from the estimate over the contract period).

### **5.17 Transfers to another Public Sector Organisation**

Where an Employee voluntarily transfers to another public sector organisation they may transfer the car to the new employer, if that employer agrees. If the new employer does not accept the transfer the Employee will pay the early termination costs.

In the event of TUPE, arrangements will be made between the employers for the transfer or termination of lease car agreements. Where terminated, the new employer will make alternative arrangements for staff in line with the transferring organisations policies.

### **5.18 Transition Arrangements for Lease Cars**

#### **5.18.1 General**

If the CCG changes its Lease Car Provider, all Lease Cars from the point of change will be provided by the new Lease Car Provider. Employees in an agreement with the existing Lease Car Provider will continue with that agreement until the expiry of the lease. Any new lease is always with the Lease Car Provider at that point.

If the Insurance arrangements are changed during the lease, these changes are applicable to all Lease Car Users from the point of change. The change will be notified to all Lease Car Users. If this impacts existing Drivers (for example by making them ineligible for insurance on the vehicle) the Employee should contact the Lease Car Administrator for advice.

#### **5.18.2 CCG Lease Car Users**

If the CCG changes its contribution rates for CCG Lease Car Users, the rates are applicable for new Lease Cars taken out after the change in rates. Existing CCG Lease Car Users will retain the Contribution Rate in force at the time of taking out the policy.

### **5.19 Process for Obtaining a Quotation for a Lease**

#### **5.19.1 CCG Lease Car**

Applications for a CCG Lease Car are made by the Employee, supported by their manager, using the form in Section 14.6 or the Electronic Application

system (available by the lease car administrators web site), to the Lease Car Administrator.

The process is described in Section 14.7. Any acceptance is dependent upon meeting the eligibility requirements (Sections 5.2.1 and 5.2.2).

### 5.19.2 Benefit Lease car

The Benefit Lease car scheme is a Staff benefit offered by the CCG. Applications to the scheme are made directly to the CCG preferred provider. Details can be found in Section 14.4.

The CCG will confirm that the Employee is on their payroll and has either a permanent contract or a temporary contract running for at least three years, and has sufficient earnings to meet the payment arrangements.

Employees may have access to a Salary Sacrifice arrangement. Employees are asked to note the potential for a salary sacrifice arrangement to affect their pension entitlements, and may wish to take independent financial advice.  
– Appendix J

### 5.20 Insurance Claim Procedure

In the event of an accident, break in, act of vandalism or any other untoward incident the costs will normally be covered by the insurers, excluding any excess payable.

The driver should contact the Lease Car Administrator (see Section 14.4) and state that you are a “Scarborough and Ryedale CCG Lease Car user”. They will then take relevant details, arrange for repairs and arrange a courtesy car if necessary.

## 6 DEFINITIONS

<b>Base</b>	The Individuals contracted place(s) of work as defined in their Contract of Employment.
<b>Base for Tax Purposes</b>	Where an individual works across a number of sites on a regular and permanent basis, those sites may class as a Base for Tax Purposes, even if they are not specified as a base in the Contract of Employment. Information on determining if a location is a base for tax purposes can be found in the HMRC Guide 490 on Employee travel.
<b>Benefit Lease Car</b>	A car leased by the Employee through the CCG as a benefit.
<b>Driver</b>	An individual who has been registered by the Lessee to be insured and allowed to drive the Lease Car. This must always include the Employee.
<b>Employees</b>	Staff with permanent contracts, or temporary contracts lasting in excess of three years.

<b>Home</b>	An Employees residence at the time of incurring the expense. Where Employees may have more than one address, Home for the purpose of this policy is the address where they are normally residing whilst working.
<b>Immediate Relative:</b>	A spouse or partner of the Employee, and children within the relationship.
<b>Lease Car:</b>	A car that is leased by the Employee under either the Supported Lease Car scheme or the Benefit lease car scheme. Where the term Lease Car is used, it is deemed to include vehicles in both supported and Benefit Lease schemes.
<b>Leasing Company/Lessor:</b>	the owner of the vehicle which is leased to the CCG.
<b>Relative:</b>	A member of the Employees family. The family would include, but not be restricted to, parents and other ascendants, direct or step/ adopted descendants, siblings and their descendants, spouses or partners of the Employee or their ascendants or descendants or siblings, and any other individuals where a relationship exists that could be perceived to create a conflict between personal interest and the interests of the CCG.
<b>Salary Sacrifice</b>	An arrangement between the CCG and an Employee, whereby the Employee agrees to forego part of their future entitlement to salary in return for the CCG providing them with the benefits of a similar value. Depending on the nature of the non-cash benefit, these arrangements can be beneficial to both the CCG and the employee through income tax and national insurance contributions savings.
<b>Supported Lease Car:</b>	A car leased by an Employee through the CCG where the CCG contributes to the cost of the vehicle. Sometimes referred to as a Business Lease Car.
<b>Tax Relief</b>	The amount determined by HMRC, and published on their web site, as the allowable amounts to be paid on expenses before tax is applied. It is Relief, as normal tax applies, except where the individual is granted relief from tax for certain types of expense.
<b>The CCG:</b>	Scarborough and Ryedale CCG

## **7 ROLES / RESPONSIBILITIES / DUTIES**

The Remuneration Committee is responsible for reviewing and adopting this Policy on behalf of the CCG, including any Policy decisions on restrictions of vehicles, and rates for reimbursement and support of Lease Cars.

The Chief Finance Officer is responsible for putting processes and suppliers in place to provide, manage and maintain Lease Cars, make deductions from salary, and generally allow the operation of the Policy.

Managers are responsible for assessing whether a request from Employees for a supported Lease Car meets the CCG criteria.

Employees are required to consider whether a Lease Car meets their needs, either as a supported vehicle or a benefit, and make an application to the CCG for consideration. As Lessee, and Employee is responsible for meeting their obligations around the Lease

## **8 IMPLEMENTATION**

Upon agreement of the Policy, and appointment of a Lease Car Provider, the scheme documentation will be amended for the purpose of the provider, and with their contact details.

The Policy will be placed on the trust intranet. Information on the policy and conditions for a lease car will be communicated via team briefings, and the CCG newsletter.

## **9 TRAINING AND AWARENESS**

The Policy will be placed on the trust intranet. Information on the policy and conditions for a lease car will be communicated via team briefings, and the CCG newsletter.

## **10 MONITORING AND AUDIT**

Administration of the Lease Car policy will be undertaken by the Finance Department, who will implement monitoring policies for management of the Lease Car provider, and payments from Employees and to the provider. Internal Audit will audit the operation of those policies.

## **11 POLICY REVIEW**

This policy will be reviewed in 3 years. Earlier review may be required in response to exceptional circumstances, organisational change or relevant changes in legislation/guidance, as instructed by the senior manager responsible for this policy.

## 12 REFERENCES

- Agenda for Change – NHS Terms and Conditions of Service Handbook
- HMRC Guide on Taxable Benefits and Expenses

## 13 ASSOCIATED DOCUMENTATION

- Policy for the Development and Management of Policies
- Travel Expenses and Subsistence Policy

## 14 Appendices

**Appendix A** - Equality Impact Analysis: Guidance

**Appendix B**– Checklist for the Review and Approval

**Appendix C** – Plan for dissemination of policy

**Appendix D** – Contact Points

**Appendix E**– Fuel Benefit and Tax information

**Appendix F** – Trust Lease Car Application Form

**Appendix G** – Trust lease Car Application Process

**Appendix H** – Driver Excesses

## **Appendix I – Lease Car Allowance Rates and Mileage rates**

## 14.1 Appendix A – Equality Impact Analysis

1. Equality Impact Analysis									
Policy / Project / Function:	Lease Car policy								
Date of Analysis:	July 2014								
This Equality Impact Analysis was completed by: (Name and Department)	Richard Mellor, Finance								
What are the aims and intended effects of this policy, project or function ?	To describe the rules and regulations applying for the provision of a Lease car to CCG members of staff								
Please list any other policies that are related to or referred to as part of this analysis?									
Who does the policy, project or function affect ?  Please Tick ✓	<table> <tr> <td>Employees</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Service Users</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Members of the Public</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Other (List Below)</td> <td><input type="checkbox"/></td> </tr> </table>	Employees	<input checked="" type="checkbox"/>	Service Users	<input type="checkbox"/>	Members of the Public	<input type="checkbox"/>	Other (List Below)	<input type="checkbox"/>
Employees	<input checked="" type="checkbox"/>								
Service Users	<input type="checkbox"/>								
Members of the Public	<input type="checkbox"/>								
Other (List Below)	<input type="checkbox"/>								

## 2. Equality Impact Analysis: Screening

	Could this policy have a positive impact on...		Could this policy have a negative impact on...		Is there any evidence which already exists from previous (e.g. from previous engagement) to evidence this impact
	Yes	No	Yes	No	
Race	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Age	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No evidence. Because of insurance requirements, younger people may have increased costs of a Lease Car either through differential cost of insurance, or differential policy excesses
Sexual Orientation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Disabled People	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Gender	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Transgender People	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Pregnancy and Maternity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Marital Status	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Religion and Belief	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Reasoning	Part of the cost of the Lease Car is insurance. Costs of insurance are particular to the individuals circumstances.				

If there is no positive or negative impact on any of the Nine Protected Characteristics go to Section 7

### 3. Equality Impact Analysis: Local Profile Data

#### Local Profile/Demography of the Groups affected (population figures)

General	
Age	
Race	
Sex	
Gender reassignment	
Disability	
Sexual Orientation	
Religion, faith and belief	
Marriage and civil partnership	
Pregnancy and maternity	

### 4. Equality Impact Analysis: Equality Data Available

<p>Is any Equality Data available relating to the use or implementation of this policy, project or function?          Equality data is internal or external information that may indicate how the activity being analysed can affect different groups of people who share the nine <i>Protected Characteristics</i> – referred to hereafter as '<i>Equality Groups</i>'.</p> <p>Examples of <i>Equality Data</i> include: (this list is not definitive)</p> <ol style="list-style-type: none"> <li>1. Application success rates <i>Equality Groups</i></li> <li>2. Complaints by <i>Equality Groups</i></li> <li>3. Service usage and withdrawal of services by <i>Equality Groups</i></li> <li>4. Grievances or decisions upheld and dismissed by <i>Equality Groups</i></li> <li>5. Previous EIAs</li> </ol>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Where you have answered yes, please incorporate this data when performing the <i>Equality Impact Assessment Test</i> (the next section of this document).</p>
List any Consultation e.g. with employees, service users, Unions or members of the public that has taken place in the development or implementation of this policy, project or function	Consultation with CCG staff and Staff group
Promoting Inclusivity How does the project, service or function contribute towards our aims of eliminating discrimination and promoting equality and diversity within our organisation	

### 5. Equality Impact Analysis: Assessment Test

What impact will the implementation of this policy, project or function have on employees, service users or other people who share characteristics protected by *The Equality Act 2010* ?

Protected Characteristic:	No Impact:	Positive Impact:	Negative Impact:	Evidence of impact and if applicable, justification where a Genuine Determining Reason exists
Gender (Men and Women)	X			
Race (All Racial Groups)	X			
Disability (Mental and Physical)		X		
Religion or Belief	X			
Sexual Orientation (Heterosexual, Homosexual and Bisexual)	X			
Pregnancy and Maternity	X			
Transgender	X			
Marital Status	X			
Age	X			

## 6. Action Planning

As a result of performing this analysis, what actions are proposed to remove or reduce any risks of adverse outcomes identified on employees, service users or other people who share characteristics protected by *The Equality Act 2010* ?

Identified Risk:	Recommended Actions:	Responsible Lead:	Completion Date:	Review Date:
None				

## 7. Equality Impact Analysis Findings

Analysis Rating:	<input type="checkbox"/> Red	<input type="checkbox"/> Red/Amber	<input type="checkbox"/> Amber	<input checked="" type="checkbox"/> Green
Green  No major change	As a result of performing the analysis, the policy, project or function does not appear to have any adverse effects on people who share <i>Protected Characteristics</i> and no further actions are recommended at this stage.	The policy can be published with the EIA  Another EIA must be completed if the policy is changed, reviewed or if any discrimination is identified at a later date	As a result of performing the analysis, the policy, project or function does not appear to have any adverse effects on people who share <i>Protected Characteristics</i> and no further actions are recommended at this stage.	

Brief Summary/Further comments	
--------------------------------	--

Approved By		
Job Title:	Name:	Date:
Governing Body		27/09/17

## 14.2 Appendix B - Sustainability Impact Assessment

Policy / Report / Service Plan / Project Title: Lease Car Policy				
Theme (Potential impacts of the activity)	Positive Impact	Negative Impact	No specific impact	What will the impact be? If the impact is negative, how can it be mitigated? (action)
Reduce Carbon Emission from buildings by 12.5% by 2010-11 then 30% by 2020			X	
New builds and refurbishments over £2million (capital costs) comply with BREEAM Healthcare requirements.			X	
Reduce the risk of pollution and avoid any breaches in legislation.			X	
Goods and services are procured more sustainability.			X	
Reduce carbon emissions from road vehicles.	X			All vehicles used under this policy will be of new, fuel efficient design, and will have lower carbon emissions than older vehicles of the same type.
Reduce water consumption by 25% by 2020.			X	
Ensure legal compliance with waste legislation.			X	
Reduce the amount of waste produced by 5% by 2010 and by 25% by 2020			X	
Increase the amount of waste being recycled to 40%.			X	
Sustainability training and communications for employees.			X	
Partnership working with local groups and organisations to support sustainable development.			X	
Financial aspects of sustainable development are considered in line with policy requirements and commitments.			X	

### 14.3 Appendix C - Bribery Prevention Checklist

Areas for action	Expected Action	Evidence of Compliance/Assurance
1. Governance and Top Level Commitment	<p>The Chief Executive should make a statement in support of the anti-bribery initiative and this should be published on the organisation's website.</p> <p>The board of directors should take overall responsibility for the effective design, implementation and operation of the anti-bribery initiatives. The Board should ensure that senior management is aware of and accepts the initiatives and that it is embedded in the corporate culture.</p>	
2. Due Diligence	<p>This is a key element of good corporate governance and involves making an assessment of new business partners prior to engaging them in business. Due diligence procedures are in themselves a form of bribery risk assessment and also a means of mitigating that risk. It is recommended that at the outset of any business dealings, all new business partners should be made aware in writing of the organisation's anti-corruption and bribery policies and code of conduct.</p>	
3. Code of conduct	<p>The organisation should either have an anti-bribery code of conduct or a general code of conduct for staff with an anti-bribery and corruption element.</p> <p>The organisation should revise the Standards of Business Conduct Policy (or equivalent) and Declaration of Interests guidance (see point 4 below) to reflect the introduction of the Bribery Act.</p>	
4. Declaration of Interests/Hospitality	<p>The organisation should have in place a declaration of business interests/gifts and hospitality policy which clearly sets out acceptable limits and also a mechanism to monitor implementation.</p>	

Areas for action	Expected Action	Evidence of Compliance/Assurance
5. Employee employment procedures	Employees should go through the appropriate propriety checks e.g. CRB (Criminal Records Bureau) and/or a combination of other checks before they are employed to ascertain, as far as is reasonable, that they are likely to comply with the organisation's anti-bribery policies.	
6. Detection procedures	The organisation should ensure Internal Audit/Counter Fraud check projects, contracts, procurement processes and any other appropriate systems where there is a risk that acts of bribery could potentially occur.	
7. Internal reporting procedures	The organisation should have internal procedures for staff to report suspicious activities including bribery.	
8. Investigation of Bribery allegations	The organisation should have procedures for staff to report suspicions of bribery to NHS Protect (previously NHS Counter Fraud and Security Management Service) and the organisation's Local Counter Fraud Specialist for investigation/referral to the appropriate authorities.	
9. Risk assessment	MoJ (Ministry of Justice) guidance states "...organisations should adopt a risk-based approach to managing bribery risks...[and] an initial assessment of risk across the organisation is therefore a necessary first step". The organisation should, on a regular basis, assess the risk of bribery and corruption in its business and assess whether its procedures and controls are adequate to minimise those risks.	
10. Record keeping	The organisation should keep reasonably detailed records of its anti-fraud and corruption initiatives, including training given, hospitality given and received and other relevant information.	
11. Internal review	The organisation should carry out an annual internal review of the anti-bribery and corruption programme.	

Areas for action	Expected Action	Evidence of Compliance/Assurance
12. Independent assessment and certification	Proportionate to risks identified, the organisation should commission, at least every three years, an independent assessment and certification of its anti-bribery programme.	
13. Internal and External communications	<p>The organisation should publicise the NHS Fraud and Corruption Reporting Line (FCRL) and on-line fraud reporting facility.</p> <p>The organisation should publicise the Security Management role (theft and general security issues) and reporting arrangements.</p> <p>The organisation should work with its stakeholders in the public and private sector to help reduce bribery and corruption in the health industry.</p>	
14. Awareness and training	The organisation should provide appropriate anti-bribery and corruption awareness sessions and training on a regular basis to all relevant employees.	
15. Monitoring: <ul style="list-style-type: none"> <li>• Overall Responsibility</li> <li>• Financial/Commercial Controls</li> </ul>	<p>A senior manager should be made responsible for ensuring that the organisation has a proportionate and adequate programme of anti-fraud, corruption and bribery initiatives.</p> <p>The organisation should ensure that its financial controls minimise the risk of the organisation committing a corrupt act.</p> <p>The organisation should ensure that its commercial controls minimise the risk of the organisation committing a corrupt act. These controls would include appropriate procurement and supply chain management, and the monitoring of contract execution.</p>	

## 14.4 Appendix D Contact Information

### **GMP DRIVERCARE**

Jupiter House  
Drummond Road,  
Astonfields,  
Stafford  
ST16 3HJ

Phone: 03301004910

Website: [www.gmpdrivercare.co.uk](http://www.gmpdrivercare.co.uk)

## 14.5 Appendix E – Fuel Benefits for Lease cars

If you have the use of a Lease Car provided by the CCG (this includes both a Supported Lease car, and a Benefit Lease car) you should be aware that any reimbursement of fuel for private motoring for the lease vehicle would cause you to incur the full car fuel benefit for income tax purposes. The car fuel benefit is arrived at by multiplying a fixed amount (£20,200 in 2012/13) by the emissions percentage of your car.

For example, if the emissions percentage is 20% the benefit to be charged to tax would be £4040. If you pay basic rate tax at 20%, the charge to you would be £808.

CO2 bandings can be found on the HMRC website, and if you ask for a lease car quote, will be identified on your quotation.

It is therefore important to ensure that you correctly identify business journeys when making expenses claims and that you do not claim for ordinary commuting or private journeys (including excess travel – see the Travel Expenses and Subsistence policy) made using the lease car, if you wish to avoid the car fuel benefit charge.

The CCG will levy the appropriate level of tax based on the information provided, and you will be required to identify any mileage that you claim as either business or excess mileage on your expense claim forms. The following documents are attached to try to give a simple explanation of when expenses class as business expenses (and are not taxable). In all other cases they should be treated as taxable, and claimed as excess mileage.

### **Travel Expenses – The Tax Rules**

You may have more than one workplace if you work across the CCGs sites and therefore need to consider how the tax rules apply to your circumstances. It is important that you correctly categorise travel when claiming expenses otherwise you could become personally liable for any tax liabilities arising if challenged by HM Revenue & Customs. National insurance contributions are also due on taxable expenses reimbursed. The tax rules, in brief, are explained as follows:

If you are required to attend one or more of the CCGs locations on a regular basis in order to carry out your routine duties (as opposed to attendance solely to perform a task of limited duration or for some other temporary purpose) and this follows a set pattern, i.e. fixed days / hours of each week, then each location will be regarded as a “permanent workplace” for the purposes of the tax rules. Travel between a permanent workplace and home is ordinary commuting (private travel) and is not allowable for tax relief. Any payment made for this mileage would be Excess Mileage, and trigger the Lease Car Fuel Benefit.

Emergency “Call Out” -The only exception to the above rule is where you are responding to an emergency and give advice on handling the emergency before starting your journey and have a continuing responsibility for the emergency whilst travelling; in which case such travel can be treated as business travel. More detail on call outs is given below.

If you are required to attend a place in order to perform a task of limited duration or for some other temporary purpose i.e. an assignment or secondment for a fixed term, or simply a visit

for a meeting or consultation, then that location is regarded as a “temporary workplace” for the purposes of the tax rules. Travel between a temporary workplace and home is business travel and is allowable for tax relief.

However, if you were engaged under a fixed term contract, it is not considered to be of a limited duration or for a temporary purpose if attendance at the workplace is for all or almost all of the employment and the workplace is therefore regarded as a permanent workplace. Similarly, if you have spent, or are likely to spend 40% or more of your working time at a temporary workplace over a period that lasts, or is likely to last, more than 24 months, then that workplace should be regarded as a permanent workplace. Travel between a permanent workplace and home is ordinary commuting (private travel) and is not allowable for tax relief.

If you travel between workplaces this is business travel and is allowable for tax relief.

However, if you travel between any workplace with the CCG and a workplace of another employer, any travel between the two is private travel and is not allowable for tax relief (this may be the case where you also hold an employment with another CCG).

A commuting journey cannot be turned into a business journey by stopping off at a temporary workplace on route for your convenience. You must be able to demonstrate that attendance at the temporary workplace is necessary for the performance of your duties. Similarly, where a temporary workplace is in the vicinity of your permanent workplace, so your commuting journey is significantly the same, you should treat any such journey as substantially ordinary commuting (private travel).

Any journey between your home or a workplace with the CCG and a place where you do not have to be for work purposes should be treated as private travel and is not allowable for tax relief.

## **Extract from the HMRC guidance on Qualifying Conditions for Emergency Call Out**

### **Emergency Call out expenses**

Employees sometimes have to travel to a permanent workplace unexpectedly or in an emergency. Where the cost of that journey would in normal circumstances not qualify for relief, it will not qualify for relief just because the journey was made in response to an emergency. It makes no difference if the journey takes place outside normal working hours or if the Employee is returning to the workplace having completed his or her normal duties there.

Example: Isabel is required to be a key holder for her permanent workplace. One night she is called out by the police responding to a burglar alarm.

Jonathon is a nurse who is called back to work to cover for a sick colleague.

Neither Isabel nor Jonathon are entitled to relief for their journey from home because it is ordinary commuting.

Exceptionally, where an Employee is obliged to perform duties at home and while travelling to an emergency at a permanent workplace, the travel may be regarded as travel between two workplaces. In such circumstances, the cost of that travel will qualify for relief.

But to get relief all of the following conditions must be satisfied:

The Employee has to give advice on handling the emergency before starting the journey, and

Responsibility for those aspects appropriate to the Employees duties is accepted from that time, and

The Employee has a continuing responsibility for the emergency whilst travelling to the workplace.

An example of a qualifying emergency would be medical consultant, who takes control from the moment he gets the call in a life or limb situation, and continues to handle the emergency whilst travelling to his place of work.

## 14.6 Appendix F – Application Form

### Quotes and Application Form – NHS Scarborough and Ryedale CCG

#### Notes for Completion of Application Form

##### General

Please complete fully the attached application form entering the vehicles you require quotations for. Pass to your Head of Department for authorisation and return the completed form to the Associate Director of Finance.

**NB:** If you currently have a lease vehicle, you must still treat this application as **new**.

##### Vehicles

Please give full details of the make, model/type, engine capacity, colour preferences required etc. Please note that optional extras can be specified. The cost of any fitted optional extras will be charged to you in equal monthly instalments accordingly.

##### Mileage

Please assess your annual private mileage carefully, because exceeding your stated estimate will mean that you will incur additional charges under the scheme. Your total mileage must be in round 1,000's.

Your annual business mileage estimate should be agreed between yourself and your Head of Department.

##### Insurance Requirements

Since insurance for private use is included in the lease car scheme, you should provide full details of all additional drivers who you wish to use the vehicle for private mileage. Business use of the vehicle is restricted to you and does **not** extend to any other driver.

Damage excess charges will apply in the event of any insurance claim, which is not recoverable from a third party. Additional excesses may also apply in certain cases.

##### Quotations

Once these forms have been approved, they will be returned to Fleet Management Services. You will then receive a written quote. If you wish to take up the offer of a vehicle, please sign the relevant quote and return.

If at any stage in completing the application form you require further clarification or guidance please do not hesitate to contact our Department on 01332 622430.

# APPLICATION FORM

NHS Scarborough & Ryedale CCG

Applicants please complete all relevant details – Shaded fields are mandatory

Surname:	Mr/Mrs/Ms/Miss/Dr*		
Forename(s):			
Home Address:			
	Post Code:	Tel No:	
Base Address:			
	Post Code:	Tel: No:	
Job Title/Grade:	Mobile No:		
Email Address;			
Head of Department:			
Estimated Annual Mileage:	Business:	Private:	
Payroll Number:			
National Insurance No:	Tax Rate: 20% / 40%*		
Application	New/Replacement If replacement current reg No:		
Vehicle Details	1 <sup>st</sup> Choice	2 <sup>nd</sup> Choice	3 <sup>rd</sup> Choice
Make:			
Model & Specification:			
Fuel: delete as appropriate.	Petrol Diesel Other	Petrol Diesel Other	Petrol Diesel Other
Engine CC, Manual or Auto			
Number of Doors 2,3,4 or 5			
Paint type: delete as appropriate.	Solid Metallic Other	Solid Metallic Other	Solid Metallic Other
<input type="checkbox"/> Please state if you wish to include a mechanical relief vehicle after 24hours and up to 30 days in your contract.  <b>YES/NO</b>	<b>NB:</b> The cost of a mechanical relief vehicle is £10.00 per annum. If you require this service, please submit a cheque of £30.00 made payable to GMP Drivercare Ltd along with your accepted quote. The relief vehicle will be a small vehicle; larger vehicles will incur an additional charge.		

Without this you will have to make your own alternative arrangements if your car is off the road.

<b>Insurance Requirements</b>				
	<b>Applicant</b>	<b>1 Additional Driver Free of Charge</b>	<b>Additional Drivers</b>	
<b>Surname</b>				
<b>Forename(s)</b>				
<b>Date Passed Driving Test</b>				
<b>Do any of the proposed drivers suffer from any physical or mental disabilities? (If yes, give details below)</b>				
	Yes/No	Yes/No	Yes/No	Yes/No
<b>Have any of the proposed drivers had any accidents or police convictions, or been refused insurance in the past 3 years or have any prosecutions pending? (If yes, give details below)</b>				
	Yes/No	Yes/No	Yes/No	Yes/No
<b>Do you currently hold a foreign driving licence?</b>		Yes/No	If yes, please state period of residency in UK.....	

**Further information regarding the above questions:**

**Important**

**Please enclose with this application form, a copy of the ID card driving licence and the part two counterpart driving licence for each driver detailed above. Failure to do so will delay this application.**

**INSURANCE EXCESS**

Due to there now being an excess on the insurance policy please complete the following:

I agree that in the event of a claim on the insurance policy, which cannot be recovered from a third party, the appropriate damage excess can be deducted from my salary.

Signed: ..... Date: .....

Name (Block Caps): .....

**I hereby certify that:**

1. All answers and particulars provided by me in this application are correct and also that I have disclosed all material facts;
2. I undertake to abide by the rules and conditions of the Lease Car Scheme.
3. I confirm that I will be personally liable to pay any termination fees or costs associated with the termination of this Lease, if I leave the employment of NHS Scarborough & Ryedale CCG, due to:
  - Voluntary redundancy
  - Compulsory redundancy
  - Voluntary termination/retirement of employment

**Signed:..... Date: .....**

**Applicants should be aware of financial penalties which could be incurred as a result of early termination of the Lease Agreement.**

**CERTIFICATION BY MANAGER – FOR AND ON BEHALF OF NHS SCARBOROUGH & RYEDALE CCG**

I hereby confirm that the employee above is entitled to a lease.

Signed: .....

Date: .....

**Authorised by Chief Finance Officer.**

Signed: .....

Date: .....

When completed post to:

GMP DRIVERCARE

Jupiter House

Drummond Road,

Astonfields,

Stafford

ST16 3HJ

Phone: 03301004910

Website: [www.gmpdrivercare.co.uk](http://www.gmpdrivercare.co.uk)



**GMP DRIVERCARE**  
 Jupiter House  
 Drummond Road,  
 Astonfields,  
 Stafford  
 ST16 3HJ

## GMP DRIVERCARE RELIEF VEHICLE COVER FOR MECHANICAL BREAKDOWN ONLY

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If your lease car breaks down and is taken to a garage by the recovery service there may not be a courtesy car available for you whilst the repairs are being done.

The breakdown service will supply a relief vehicle for the first 24 hours only and the daily charges after this period are expensive and chargeable to the driver.

Without the relief vehicle cover you will have to make your own alternative arrangements if your car is off the road due to mechanical failure.

**At a cost of £10 per year GMP Drivercare can provide a relief vehicle after the first 24 hours for an additional 30 days (excludes delivery and collection charges).**

The vehicle provided will be a small vehicle, Vauxhall Corsa size, larger vehicles if required would be subject to an additional charge.

If you wish to take advantage of this cover please complete the slip below and return it to us with a cheque for £30.00 made payable to GMP Drivercare. This charge covers a 3 year period only.

**NB: If you request this service after delivery of the vehicle, the charge will increase.**

---

### GMP Drivercare

Please find enclosed cheque in the sum of £30.00, payable to GMP Drivercare Ltd, in respect of relief vehicle cover.

Signed .....

Print name .....

Trust .....Date.....

This agreement is only valid whilst the vehicle is managed by GMP Drivercare and is non refundable or transferable.

## 14.7 Appendix G - CCG lease Car Application Process

Complete the application form at Appendix F and pass it to your line manager to authorise the business mileage estimate and finance to authorise the request. The form should then be passed to the Lease car Administrator for verification/re-verification of eligibility. **Alternatively** complete the online application process (where available).

NB: If a driver has a vehicle under this or a previous scheme they will automatically receive a renewal pack which includes all the necessary documentation approximately 4 months prior to the end of the current contract.

Once signed and verified, the request will be submitted to the Fleet Management Company who will prepare the quotation(s), and these will be sent direct to the Employee at the base address provided on the application form, or to the nominated e-mail address.

NB if you provide an e-mail address, you are agreeing to the Lease Car Provider sending quotes by an unsecure e-mail across the internet.

When the quotation is received, decide on which vehicle you would like, complete the form and submit it to the Fleet Management Company. Please ensure that you include copy driving licences (both parts) for each driver.

The Fleet Management Company will then send a final agreement form. Please check this carefully as it will be used to order the vehicle, and form the legal contract.

Please note that leasing companies change lease rates monthly so there might be a change (up or down) between the informal quotation and ordering. Once ordered the price is fixed unless the manufacturer increases their prices to the leasing company.

Any changes made subsequently may incur delays and/or additional charges. Once ordered a fee will be made if the vehicle is cancelled. Any such fees are payable by the Employee.

Once the vehicle has been ordered the Lease Car Provider will give an approximate delivery date. Please note that this date is indicative only and it is quite common for manufacturers to lengthen delivery times considerably from original estimates. The Lease car provider will keep you informed of changes as soon as they become apparent.

Once the vehicle is available the Lease Car provider will arrange delivery and where appropriate will co-ordinate the collection of the old vehicle.

## 14.8 Appendix H - Driver Excess on the Insurance Policy

No learner drivers are allowed on the policy.

For the majority of drivers there is currently a £100 excess on the policy which will always be initially payable by the driver. The exceptions are:

Drivers under 21 years of age £500

Drivers over 21 and less than 25 years of age £400

Drivers with drink or drug related convictions within the last 3 years – each case assessed by insurance company individually.

## 14.9 Appendix I - Lease Car Allowance Rates

These rates apply to all leases taken out from the effective date of this policy.

Any existing leases will continue at their contracted levels.

ANNUAL BUSINESS MILEAGE	ANNUAL ALLOWANCE
Below 2,500	<b>0</b>
2501 - 3000	<b>1070</b>
3001 - 3500	<b>1265</b>
3501 - 4000	<b>1385</b>
4001 - 4500	<b>1430</b>
4501 - 5000	<b>1475</b>
5001 - 5500	<b>1520</b>
5501 - 6000	<b>1565</b>
6001 - 6500	<b>1610</b>
6501 - 7000	<b>1655</b>
7001 - 7500	<b>1700</b>
7501 - 8000	<b>1745</b>
8001 - 8500	<b>1790</b>
8501 - 9000	<b>1835</b>
9001 - 9500	<b>1880</b>
9501 - 10000	<b>1925</b>
Over 10000	<b>1950</b>

Lease Car Mileage rates from September 2014

In the event that the annual cost of the vehicle, including insurance, administration and any other fees is less than the Annual Allowance in the table above, the Annual Allowance is capped at the level of the annual cost of the vehicle.

These rates apply to all journeys on or after 1 September 2014 until further notice.

	<b>Reimbursement rate</b>
Mileage rate	<b>15p</b>

Fuel rates for lease cars will be reviewed by the CCG from time to time, and set with relation to HMRC tax relief levels for mid engine company cars at the time of the review.

All individuals with a lease car who do not receive an Annual Allowance towards the cost of the vehicle for business mileage, can claim mileage reimbursement at the standard Agenda for Change rates. This includes individuals who following review of usage fall into the zero allowance bracket (< 2500 business miles) but who wish to retain the vehicle.