

LEASE CAR POLICY

October 2017

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Committee Approved:	Governing Body			
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	Relevant	Screening	Full / Completed	Outcome
Equality Impact Assessment	Yes	Yes	No	<i>Issues Identified / No Issues Identified</i>
Sustainability Impact Assessment	Yes		Yes	<i>Issues Identified / No Issues Identified</i>
Privacy Impact Assessment	No	No	No	<i>Issues Identified / No Issues Identified</i>
Bribery Checklist	Yes/No		Yes/No	<i>Issues Identified / No Issues Identified</i>
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	Yes	Yes		Yes

The on-line version is the only version that is maintained. Any printed copies should, therefore, be viewed as 'uncontrolled' and as such may not necessarily contain the latest updates and amendments.

POLICY AMENDMENTS

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

New Version Number	Issued by	Nature of Amendment	Approved by & Date	Date on website
1	R Mellor	Draft Policy for consideration	Governing Body 27/09/17	06/11/17

Approval Record

Applicable <input checked="" type="checkbox"/>	Committee / Group	Consultation / Information/ Ratification	Date taken to group	Date last Approved
<input type="checkbox"/>	Audit and Governance Committee	Choose an item.		
<input type="checkbox"/>	Business Committee	Choose an item.		
<input type="checkbox"/>	Communications and Engagement Committee	Choose an item.		
<input type="checkbox"/>	Council of Clinical Representatives	Choose an item.		
<input type="checkbox"/>	Finance and Contracting Committee	Choose an item.		
<input checked="" type="checkbox"/>	Governing Body	Ratification	27/9/17	27/9/17
<input type="checkbox"/>	Primary Care Co-Commissioning	Choose an item.		
<input type="checkbox"/>	Quality and Performance Committee	Choose an item.		
<input type="checkbox"/>	Remuneration Committee	Choose an item.		
<input type="checkbox"/>	Senior Management Team	Choose an item.		
<input type="checkbox"/>	All Employees	Choose an item.		
<input checked="" type="checkbox"/>	Yorkshire and Humber Social Partnership Forum	Consultation	Oct 17	Oct 17
<input type="checkbox"/>	Other	Choose an item.		

Note: A new policy only needs to be ratified by the appropriate Committee (and the Governing Body if new) and for information only to the other committees after consultation.

Policies should follow the following ratification process. The delegated committee for ratification is specified in Section 11.

Version control should also be managed as outlined below where x = current version number and y = the new version number.

Consultation and Ratification Process	Version Number
Reviewed policies should be circulated to staff for comment prior to ratification	V x.1
HR policies and policy changes directly impacting on staff should be sent to the Social Partnership Forum for Union consultation prior to ratification	V x.2
Reviews and minor amends should be ratified by the delegated Committee	V x.3
All new policies and policies where significant changes have been made should be ratified by the delegated Committee and Governing Body	V x.4
Ratified policy is circulated and published (if appropriate) on the website	V y.0

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1 INTRODUCTION

- 1.1 This policy covers all aspects of an employee leasing a car through Scarborough and Ryedale Clinical Commissioning Group (the CCG).
- 1.2 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.
- 1.3 Any vehicle provided under this scheme will be available for the private use of the driver subject to the rules set out below.
- 1.4 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.)
- 1.5 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

- Social Partnership Forum/Policy Subgroup.
- CCG Staff via Team meetings, Staff newsletter.
- CCG Senior Management Team.

3 IMPACT ANALYSES

- 3.1 The following impact assessments have been completed in respect of this policy:
 - Data Protection Impact Assessment – No issues identified
 - Equality Impact Assessment – No issues identified
 - Sustainability Impact Assessment – No issues identified
- 3.2 These assessments are recorded in the relevant registers and available to view on the CCG website.
Bribery Act 2010
- 3.3 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.

- 3.4** These offences can be committed directly or by and through a third person and other related policies and documentation (as detailed on the CCG website) when considering whether to offer or accept gifts and hospitality and/or other incentives.
- 3.5** 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.
- 3.6** The Bribery Prevention Checklist is available at Appendix A.
- 3.7** The CCG follows good NHS business practice as outlined in the Business Conduct Policy and has robust controls in place to prevent bribery. Due consideration has been given to the Bribery Act 2010 in the development (or review, as appropriate) of this policy document and no specific risks were identified.

4 SCOPE

- 4.1** 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

Relationships

- 5.1** The purpose and objectives of this policy are to protect the CCG along with its customers, service users, staff and other stakeholders, as well as the assets of the CCG, whilst ensuring delivery of its strategic and corporate objectives which are:
- To commission high quality services
 - To engage patients, carers and other organisations in our planning and decision process
 - To ensure value for money
 - To be open and honest in our transactions, and accountable to our communities
 - To respect our staff and promote a learning environment
 - To improve health outcomes.
- 5.2** 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.

Eligibility

General Requirements

- 5.3** 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.
- 5.4** 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.
- 5.5** The Employee must hold a full driving licence.
- 5.6** The Employee must be able to meet their element of the contribution through their pay.

Supported Lease Car

- 5.7** 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.
- 5.8** 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).
- 5.9** Where the Employee has a CCG Lease Car, they are required to use it for any Business Travel undertaken in a vehicle.

Benefit Lease Car

- 5.10** 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).

Choice of Vehicles

- 5.11** 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.
- 5.12** The vehicle must be one that is available to be leased through the Fleet Management company.
- 5.13** 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.

Accessories

- 5.14** 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.

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

Additional Drivers

5.16 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.

Insurance

Insurance Cover

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

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

5.19 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.

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

5.21 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.

Excess Levels

5.22 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.

5.23 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.

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

5.25 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 5.47.

Cost of the lease car

5.26 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.

5.27 Upon termination (see Section 5.60 to 5.65) 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).

Costs Borne By the Employee

- 5.28** The Employee will bear the cost of the lease, insurance and tax (if applicable) of the vehicle they select.
- 5.29** 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 5.47, and contribution amounts in Appendix G).
- 5.30** For a Benefit Lease car, the direct cost to the Employee will be mitigated by any salary sacrifice arrangement.
- 5.31** 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.
- 5.32** The tax liability for the benefit in kind will be clearly shown on any quote.
- 5.33** 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).
- 5.34** The cost of all fuels, oils and other fluids required outside normal repairs and servicing is payable by the Employee.
- 5.35** The Employee will pay all Insurance excesses. If the excess is recoverable from a third party it will be refunded upon receipt.
- 5.36** Any Fines/Fixed Penalties and Congestion charges incurred through usage of the car will be paid by the Employee.
- 5.37** 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.
- 5.38** 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”.
- 5.39** 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.
- 5.40** 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.
- 5.41** 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.
- 5.42** 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.

- 5.43** 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.
- 5.44** 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.
- 5.45** 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.
- 5.46** 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.

Costs borne by the CCG

- 5.47** For a CCG Lease Car, the CCG will make a contribution based on the predicted CCG mileage (see Appendix G).

Reimbursement of Expenses

- 5.48** 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 (Appendix G, 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.
- 5.49** 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 Appendix C) 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.
- 5.50** 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 5.52 to 5.56).
- 5.51** Some information on the tax rules around what classes as a Base for Tax Purposes are given in Appendix C.

Claiming For Business Travel

- 5.52** 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.
- 5.53** 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.

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

5.55 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 Appendix C).

5.56 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.

Road Fund Licence

5.57 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.

Roadside Assistance Membership

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

MOT Tests

5.59 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.

Termination of a Lease

5.60 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 Section 5.28 to 5.46).

Early Termination

5.61 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 5.28 to 5.46) – The termination fee will be paid by the CCG.
- On retirement under certain unforeseen circumstances such as ill health – The termination fee will normally be 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 be 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.

Early Termination Costs

- 5.62** The cost of early termination will be clearly indicated on the contract documentation at the start of the contract.
- 5.63** 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.
- 5.64** 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.
- 5.65** 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.

Employee Responsibilities during the Contract Period

Lease Cars

- 5.66** 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.
- 5.67** 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 manufacturer’s 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.

CCG Lease Car Users

- 5.68** 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.
- 5.69** 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).

Transfers to another Public Sector Organisation

- 5.70** 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.
- 5.71** 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.

Transition Arrangements for Lease Cars

General

- 5.72** 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.
- 5.73** 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.

CCG Lease Car Users

- 5.74** 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.

Process for Obtaining a Quotation for a Lease

CCG Lease Car

- 5.75** Applications for a CCG Lease Car are made by the Employee, supported by their manager, using the form in Appendix D or the Electronic Application system (available by the lease car administrators web site), to the Lease Car Administrator.
- 5.76** The process is described in Appendix E. Any acceptance is dependent upon meeting the eligibility requirements (Sections 5.3 to 5.9).

Benefit Lease car

- 5.77** 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 Appendix D.
- 5.78** 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.
- 5.79** 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.

Insurance Claim Procedure

- 5.80** 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.
- 5.81** The driver should contact the Lease Car Administrator (see Appendix B) 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

Base	The Individuals contracted place(s) of work as defined in their Contract of Employment.
Base for Tax Purposes	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.
Benefit Lease Car	A car leased by the Employee through the CCG as a benefit.
Driver	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.
Employees	Staff with permanent contracts, or temporary contracts lasting in excess of three years.
Home	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.
Immediate Relative:	A spouse or partner of the Employee, and children within the relationship.
Lease Car:	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.
Leasing Company/Lessor:	The owner of the vehicle which is leased to the CCG.
Relative:	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.
Salary Sacrifice	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.

Supported Lease Car:	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.
Tax Relief	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.
The CCG:	Scarborough and Ryedale CCG

7 ROLES / RESPONSIBILITIES / DUTIES

- 7.1 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.
- 7.2 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.
- 7.3 Managers are responsible for assessing whether a request from Employees for a supported Lease Car meets the CCG criteria.
- 7.4 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

- 8.1 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.
- 8.2 This policy will be communicated to all staff via team meetings, Staff Newsletter and available on the CCG website.
- 8.3 Failure to comply with this policy would be considered to be a breach of the terms and conditions of employment and may result in the matter being treated as a disciplinary offence under the CCG's disciplinary procedure.

9 TRAINING AND AWARENESS

- 9.1 A copy of this policy is available on the CCG website. Training needs will be identified via the annual appraisal process and training needs analysis.

10 MONITORING AND AUDIT

10.1 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

11.1 The policy and procedure will be reviewed at least every three years by the CCG in conjunction with managers, staff and Trade Union representatives if appropriate, with changes made as required and the outcome published. Where review is necessary due to legislative change, this will happen immediately.

11.2 The Governing Body has responsibility for monitoring and reviewing the 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
- Equality Impact Analysis: Guidance
- Sustainability Impact Assessment

14 APPENDICES

- Appendix A – Bribery Prevention Checklist
- Appendix B – Contact Points
- Appendix C – Fuel Benefit and Tax information
- Appendix D – Trust Lease Car Application Form
- Appendix E – Trust Lease Car Application Process
- Appendix F – Driver Excesses
- Appendix G – Lease Car Allowance Rates and Mileage Rates