

PROCEDURE – Car Provision Scheme

Number: G 1605

Date Published: 1 March 2016

Version 1 – March 2016

1.0 Summary of Changes

This is a new procedure which details the scheme operated by Essex Police that provides a lease car under a 3 year agreement to eligible officers.

2.0 What this Procedure is about

This procedure explains how Essex Police manages the Car Provision Scheme, how business mileage is reimbursed and sets out the responsibilities of eligible officers who join the scheme.

The procedure extends to all Essex police officers and employees (staff) who meet the qualifying criteria for accessing the Car Provision Scheme.

Compliance with this procedure and any governing policy is mandatory.

3.0 Car Provision Scheme (CPS)

3.1 Eligibility

The CPS is open to police officers and staff who meet the first and one other of the following criteria:

(a) Hold a current valid driving licence for use in the UK and not be disqualified or suspended from driving; PLUS

(b) Cover over 6,000 miles per annum on business. If in receipt of the collaboration allowance then mileage included within the allowance may be considered as contributing towards the 6,000 business miles required to qualify for the scheme; the application form will ask for business mileage and collaboration mileage to be separately identified. Excess mileage caused by a change of place of work is excluded from the mileage total.

OR

(c) At the discretion of Chief Officers, hold a post that has been approved under 'Recruitment and Retention' arrangements. Such posts must be approved by the Director of Support Services; OR

(d) Hold a post that is graded SPS1 and above; OR

(e) Holds the rank of Superintendent and choose to forfeit essential mileage lump sum and essential mileage payments in favour of leasing a CPS vehicle.

The overall eligibility criteria for the scheme will be reviewed annually. In addition, an individual's eligibility for a vehicle under the scheme will always be reviewed at the end of the 3 year agreement.

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The vehicle is subject to the following uses only:

(a) For Essex Police business by the officer only. It cannot be driven by any other officer for business use, other than by agreement with the Insurance Officer. It cannot be driven under emergency conditions.

(b) Social, domestic and pleasure purposes by the officer and only one other named driver, expected to be the officer's spouse or partner. Exceptionally, consideration may be given to additional drivers. Any person aged 21 or younger, or with less than 3 years driving experience, is not permitted to be an additional driver on the scheme.

3.2 Costs

Essex Police are responsible for all costs, except for petrol and oil for topping up purposes and any costs that arise from failure to comply with the conditions of the scheme. The officer makes an agreed monthly contribution towards these costs to reflect their private use of the vehicle. The monthly contribution is fixed for the 3 year agreement, although Essex Police reserves the right to increase this for any amendments to the rate of VAT, Insurance Premium Tax, National Insurance, or other sales taxes or any other fiscal impositions.

The officer will initially meet all petrol and oil costs, reclaiming the business mileage element monthly (see section 3.4).

The contribution is deducted each month from salary made in 36 payments at the agreed monthly contribution. The officer will agree to permit Essex Police to deduct the following from salary:

- The monthly contribution towards the vehicle;
- Any excess mileage charge (applied where the total mileage over the 3 year agreement exceeds the contracted mileage with the leasing company);
- Any other payment specified, e.g. early termination charges, non-payment of fines, insurance excesses (see Terms of Use section 8).

3.3 Choice of Vehicle

Officers may choose from a range of models available on the scheme. The range will change from time to time and will be reviewed in the light of CO2 emissions, insurance risks and costs. See the current list of available models.

The monthly contribution is calculated separately for each vehicle and is set out on the available model list. The actual contribution to be made will be determined by the supplier's charges at the time of ordering the vehicle and may vary from that on the model list.

Vehicle extras can be selected at the time of ordering the vehicle and the additional costs for these will be agreed before the order is placed.

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3.4 Business Mileage

Initially the officer will pay for all fuel and oil between services. The officer is required to use the vehicle provided under the scheme when undertaking any official business journey, unless it is undergoing servicing and repair. Claims for such business mileage should then be submitted monthly in accordance with G 1601 Procedure – Mileage.

3.5 Care of the Vehicle

It is the responsibility of the officer to ensure that the vehicle is kept in a condition that complies with the manufacturers recommendations. At the end of the agreement the vehicle must be returned in a condition consistent with that of a typical vehicle of the same age and mileage allowing for fair wear and tear.

Further details can be found in a separate document setting out the Terms of Use.

3.6 Insurance

Essex Police provides insurance for the vehicle covering:

- Comprehensive cover for the vehicle only, but excluding trailers or caravans other than for third party risks whilst attached to the vehicle;
- Limited cover for personal effects which may be damaged or stolen from vehicles;
- Personal accident cover;
- Limited medical expenses;
- Separate arrangements are in place to pursue claims for recovery of the policy excess and other losses in those cases where another party is at fault.

As part of the application process details of each driver are required including information on all motoring offences and any health impairments. It is the responsibility of the officer to ensure that full information is submitted in respect of each driver. Inaccurate information may invalidate the insurance. An annual insurance declaration is then required from the officer over the term of the agreement.

Specific details on the extent of the current insurance cover and conditions are set out in a separate Insurance document.

Cover is available when taking the vehicle abroad, but contact should be made with the Force Insurance Officer at least 4 weeks before proposed travel dates (see also Terms of Use – paragraph 8.16 for more details on foreign travel).

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3.7 Early Termination of the Agreement

Early termination of the 3 year agreement will attract penalty fees from the lease company. These are the officer's responsibility where early termination is a consequence of:

- Personal decision to leave Essex Police employment or voluntary change of post to one which does not qualify for a lease vehicle;
- Cancellation of the agreement by Essex Police as a result of non-compliance with the terms and conditions of the Scheme;
- Disciplinary dismissal;
- Disqualification or suspension from driving;
- Refusal of the officer to use the car on normal Essex Police business at any time;
- Failure to submit monthly claims for business mileage and expenses;
- Misuse of the vehicle;
- Default on the payment of any sums payable under this agreement;
- Any execution or distress is levied on the vehicle.

Early surrender costs are Essex Police's responsibility as a consequence of:

- The officer being made redundant (compulsory and voluntary);
- Officer becoming medically unfit to drive;
- Dismissal (other than disciplinary);
- Externalisation/T.U.P.E. transfers (Transfer of Undertakings Protection of Employment Regulations 1981);
- Death in service.

3.8 Driver Training

Driver training is compulsory for police staff under the scheme. This is normally arranged close to the date of delivery of the lease vehicle. Training comprises an informal session of theory and practical learning covering defensive driving and tips for increased safety on the roads. The training applies only to the driver and does not apply to named spouse/partner driver.

The need for this training by police officers who join the scheme will be assessed in conjunction with the Driver, Road Policing, First Aid and Driver Standards Department.

Consideration will be given to the officer's current level of driver training and whether there would be any additional benefit from the driver training provided under the Scheme.

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3.9 Other

Long term sick and maternity leave - An officer who has been provided with a vehicle on the basis of their business mileage who goes on long term sick leave or maternity leave may be allowed to retain his/her vehicle during this period, at no additional cost.

Possession - During the period of the agreement, the officer shall not represent himself/herself at any time as being the owner or prospective owner of the vehicle. The officer shall not sell, mortgage, charge, pledge, assign, loan or hire the vehicle nor create a lien over the vehicle nor suffer it to be taken or passed out of the officer's possession without first obtaining the written consent of the Force.

Fines and other penalties - During the period of the agreement the officer shall pay all parking fines and other penalties and indemnify the Force and the vehicle supplier against all claims, fines, actions, costs, expenses, damages and liabilities incurred by or imposed upon the Force by virtue of the breach of any statute, statutory instruments, regulation, order or other requirement with regard to the mechanical or other condition or use of the vehicle or any other such breach for which the Force could be held liable under the criminal or civil law.

Smoking – Under the scheme smoking is prohibited in lease cars completely.

Use of Vehicle – As the vehicle is not part of the Essex Police fleet it is not to be driven under emergency conditions.

3.10 Legal Implications

Joining the scheme is entirely voluntary. However, in completing and signing the application form, an individual is entering into a legally binding agreement with Essex Police and accepts the terms and conditions of the Scheme.

The 3 year agreement is regulated by the Consumer Credit Act 1974.

Detailed requirements of the Scheme are set out in the Terms of Use.

4.0 Equality Impact Assessment

An Equality Impact Assessment has been carried out and shows the proposals in this procedure would have no potential or actual differential impact on grounds of race, ethnicity, nationality, gender, transgender, disability, age, religion or belief or sexual orientation.

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5.0 Risk Assessment

CPS vehicles do not form part of the Essex Police fleet and responsibility for the roadworthiness and legality of the vehicle lies with the lease car provider and the Officer leasing the vehicle.

The Scheme requires all users to undertake driver training, other than Superintendents who have completed Police Driver Training to an equivalent or higher level.

Managers and supervisors must ensure that employees authorised to undertake vehicle journeys for business purposes have undertaken a police driving assessment and comply with the Safe Driving policy and procedures.

6.0 Consultation

The following were invited to provide feedback in the consultation phase during the formulation of this document:

- Corporate Finance – Capital Accounting
- Corporate Finance – Insurance
- Essex County Council – Supplier
- Unison
- Federation
- Equality and Diversity Co-ordinator
- Health & Safety
- Strategic Change Team
- PSD Superintendent
- Policy/Risk
- Superintendents Association
- Driver Safety Awareness Manager

7.0 Monitoring and Review

This procedure will be reviewed every three years by, or on behalf of, the Chief Finance Officer of the Chief Constable to ensure it remains fit for purpose.

8.0 Governing Force policy. Related Force policies or related procedures

- G 1600 Policy – Travel and Associated Transport
- G 1601 Procedure - Mileage

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9.0 Other source documents, e.g. legislation, Authorised Professional Practice (APP), Force forms, partnership agreements (if applicable)

- Insurance Document
- Terms of Use
- List of available models and prices