23 Car Policy

1. Introduction
   1. Some employees in the business are entitled to a company car under their employment contract. Others might be required to use their own car, on occasion, to carry out their duties.
   2. This Policy sets out:

* Details of our company car scheme
* The rules which apply to those with a company car
* Our obligations in relation to company cars
* The position for those who use their own car for business purposes
* Details of supporting resources
  1. Please note that this Policy does not form part of your contract with us. We reserve the right to amend or remove this Policy.
  2. This Policy applies to all employees who are entitled to a company car under their contract of employment. Sections 3, 9, 10 and 11 apply to anyone using their own car for business purposes.

1. Using a company car
   1. If you are entitled to have a company car under the terms of your employment contract, then you may also use it for reasonable private use.
   2. Your company car forms a taxable benefit which will appear on your P11D each year.
   3. We will reimburse you the cost of fuel used during business mileage if you provide us with receipts.
   4. [Reimbursement of fuel costs will be in line with HMRC’s advisory fuel rates (see link below).]
2. Using your own car for business purposes
   1. If you are asked to use your own car for work, then it is your responsibility to check that your car insurance policy covers you for this.
   2. You must show us a valid driving licence on request and allow us to take a copy. Any copied documentation will be stored and processed in line with our [Data Protection Policy].
   3. You must follow the rules set out in section 9 of the Policy when driving for business purposes.
   4. We will reimburse you for all reasonable business mileage using your own car in line with HMRC’s advisory fuel rates (see link below).
3. Allocation of company cars
   1. We have the final say on the car you are issued with as a company car. Details such as make, model, age and specification will be decided by us. We may ask you to give us details of any specifications which are important to you (for example, the number of seats/doors, engine size and body shape), but we cannot guarantee the car you are issued with will include these.
   2. We may replace the car at any time. [We generally have a policy of replacing company cars when they reach a mileage of [insert mileage limit]. We ask that you contact [insert relevant person or department] once your car reaches a mileage of [insert a figure which is lower than the mileage limit] to allow a reasonable amount of time to source a replacement vehicle.]
   3. Any company car issued to you remains our property. You must return it to us, together with keys and documents, at any time on request. We may replace your issued company car with an alternative vehicle at any time.
   4. We may provide you with a company car on a lease basis or we may purchase the car ourselves. We remain the registered keeper of all leased cars and the owner of all company cars.
4. Our obligations in relation to company cars
   1. We will do the following in relation to your company car:

* Take out fully comprehensive insurance to cover use of the company car within the UK by you [and a second driver nominated by you]
* Make sure the company car is taxed
* Refund you for the cost of an annual MOT on production of appropriate receipts
* Reimburse you for all reasonable servicing and running costs in relation to the company car on production of appropriate receipts and provided you follow our rules in relation to maintenance, set out in section 6.

1. Your obligations in relation to your company car
   1. It is a condition of us providing you with a company car to you that you hold a valid UK driving licence. You must show this to us at any time on request. We will take a copy of the document. Any data collected will be processed in accordance with our [Data Protection Policy].
   2. You are required to pay all fines imposed whilst driving the company car, or fines/charges arising from where you park the company car.
   3. You must keep the company car clean and tidy inside and out.
   4. You must lock the company car at all times when leaving it parked.
   5. You must not make any attempt to sell or lease the company car.
   6. You must not smoke in the company car. Company cars are workplaces from the point of view of the UK’s smoking laws.
   7. You must park the company car off-road wherever possible to reduce the risk of damage.
   8. You must not use the company car for any business purposes other than those that you carry out for us.
   9. You must make sure that the company car is maintained in a roadworthy condition.
   10. You must make sure that the provisions of any insurance policy in relation to the company car are observed.
   11. You must report to us, without delay, if you receive any driving convictions resulting in points on your licence.
   12. You must notify us without delay if the company car is involved in an accident.
   13. You must keep the company car serviced in line with the manufacturer’s recommended service intervals. [Please contact us for details of an appropriate garage to use – [we have preferred providers and specific garages which must be used whilst any company car is covered by warranty]. If you fail to contact us for approval prior to carrying out any maintenance or repair work on the company car, then we may not refund the cost incurred.]
   14. Any car issued to you as a company car remains our property and must be returned, along with its keys and all associated documents, to us on demand.
   15. If you wish to use the company car outside the UK, then you must contact us in advance so that we can extend any insurance cover. [If the company car is to be used outside the UK for personal reasons, then we reserve the right to deduct any additional insurance cost for this purpose from your pay or to require that the additional cost is repaid to us on demand.]
   16. You must not fit any in-car technology into the company car without our agreement. This includes any satellite navigation or music system.
   17. You must not modify the company car in any way without our express written consent.
   18. You are responsible for any sanctions, including fines, caused by breaches of driving or parking laws and regulations.
2. Circumstances in which a company car may/will be withdrawn
   1. If, at any time, you cease to hold a valid UK driving licence, then you must report this fact to us as soon as possible. We will withdraw the company car immediately in such circumstances. We will not be required to provide any alternative benefit or compensation for the loss of this benefit in these circumstances.
   2. The provision of a company car may be withdrawn if you are no longer required to travel as part of your role. In these circumstances, the withdrawal of the company car will be discussed with you with a view to reaching agreement.
3. Returning the company car
   1. You must return the company car, along with its keys and all supporting documents, to us at any time on request and in any event on the termination of your employment with us.
   2. You must return the car in good condition, clean and free from any defects. We will make allowances for reasonable wear and tear. If we incur additional costs to restore the company car to a good condition after you return it to us, then we may recoup such additional costs by way of deduction from your pay or any other sums otherwise due from us to you. Any sum which cannot be recovered in this way shall be immediately repayable by you on demand.
4. General rules when driving for business purposes
   1. You must never make or receive calls while driving the company car unless you are using a legally compliant hands-free kit.
   2. You must never drive when under the influence of alcohol or drugs. This could lead to the immediate withdrawal of any company car and disciplinary action being taken against you up to and including summary dismissal.
   3. Always drive with due care and attention and in compliance with the Highway Code (or the equivalent rules of any other country in which you are driving).
   4. Do not drive if you feel fatigued.
   5. Do not smoke whilst in a company car or whilst using your own vehicle for business purposes.
5. How breaches of this Policy are handled
   1. Any breaches of this Policy may be considered potential disciplinary matters and will be dealt with under our Disciplinary Policy.
6. Useful links and contacts
   1. The following internal policies are referred to in this Policy and contain additional information and guidance:

* Disciplinary Policy
* Data Protection Policy
  1. The current HMRC mileage rates for those using their own cars for business purposes can be found at https://www.gov.uk/government/publications/rates-and-allowances-travel-mileage-and-fuel-allowances/travel-mileage-and-fuel-rates-and-allowances.
  2. The current HMRC advisory fuel rates for reimbursement of business mileage in company cars can be found at https://www.gov.uk/guidance/advisory-fuel-rates.

1. Administration of the Car Policy
   1. Name1 is responsible for the administration of this Policy. Should you have any feedback, please email to Email1.

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| Organisation Name: | ABC Ltd |
| Policy Adopted Date: | 1st January 2024 |
| Due for Review Date: | 1st January 2026 |
| Person Responsible for Policy: | Name1 |
| Email: | Email1 |