

Bellway Homes Ltd Company Vehicle Policy

Date: 23 January 2017 Version: 1



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1. Introduction

This company vehicle policy covers the rules and arrangements relating to the provision and use of company cars, vans and cars operated under the cash allowance scheme.

Zenith – our fleet management company, will administer the provision of Company cars in accordance with this policy. They will also provide maintenance support for all our company cars and our company vans.

Bellway reserves the right to change or cancel the provisions of this policy from time to time and as the needs of the Company dictate. Employees who are eligible to receive a Company vehicle or cash allowance will have been notified to that effect in writing.

The allocation of a Company Car is an expensive asset and therefore imposes obligations and responsibilities on the Employee, and this document sets out our requirements. Failure to comply may result in disciplinary action.

1.1. Zenith contact

Bryony Seth	Account Executive	0300 134 8798
		Email: <u>bellway@zenith.co.uk</u>

1.2. Bellway contact

Katherine Carter	HR Department - HO	0191 2170717
		Email: Katherine.carter@bellway.co.uk

1.3. Required standards of driving

As you would expect, anyone driving a company vehicle must comply with their legal obligations as a driver and keeper of a vehicle as well as the requirements of the Driver and Vehicle Licensing Agency ("DVLA").

Any breach of a Driver's legal and/or DVLA obligations could result in removal of the company car/cash allowance and disciplinary action up to and including summary dismissal.

Further information can be found at www.gov.uk/government/organisations/driver-and-vehicle-licensing-agency.

The following actions while driving on Company business will be viewed as serious breaches of conduct and will be dealt with under the Company's Disciplinary Procedure:

- Driving whilst under the influence of drugs or alcohol
- Driving whilst disqualified or without business insurance
- Reckless or dangerous driving causing death or injury
- Failing to stop after a crash



• Using a hand-held mobile phone or other device whilst driving (see section 9.5 for further details)

Responsibilities as a driver

You are solely responsible for the consequences of your failure to observe the law relating to drivers and vehicles and for the consequences of any failure to observe the rules set out in this Handbook.

The Road Safety Act 2006 has introduced new careless driving offences and tougher penalties for drivers who cause death by careless driving including those caused by avoidable distractions. You **MUST avoid anything which takes your attention away from the road whilst driving.**

You must:

- Hold a current driving licence
- Always drive within road traffic laws, safely and responsibly
- Follow the rules and guidance within this policy
- Immediately notify your divisional Managing Director/Finance Director/Finance Manager, or for Group staff, the HR department, of any driving accidents, cautions, summons or convictions for driving offences
- Notify Zenith of any accident, so that they can arrange for any repairs to be undertaken
- Display the highest level of professional conduct whilst driving
- Wear a seat belt at all times
- Take regular and adequate breaks
- Rest when tired
- Follow the Company's No Smoking Policy

1.4. Roadside enforcement of eyesight standards

All drivers must be able to meet the eyesight standard for driving by reading a number plate from 20 metres. A motorist who drives when unable to meet this standard is committing an offence and will have their licence revoked.

The police are able to take immediate action against motorists who fail roadside eye tests. The police will be able to notify the DVLA electronically with details of eyesight test failures and a notice of revocation of the licence will be issued to the motorist within hours. Once revoked, a licence will not be returned until a driver can demonstrate that their eyesight meets the required standard.

If they are deemed necessary, roadside eyesight tests will only be carried out during daylight hours. On evenings and weekends, where the police feel that the circumstances merit immediate action, they can impose bail conditions, for example requiring the person not to drive. If a person subject to a no-drive condition breaks it they could be taken to court.

Drivers should note that:

- Drivers can be fined up to £1,000 if they do not tell DVLA about a medical condition that affects their driving
- If they are involved in an accident, they may be prosecuted



- Drivers should carry out regular eyesight tests, a good indicator is the ability to read a number plate from 20 metres
- Where glasses or contact lenses are prescribed they must be worn; remember, failure to do so could also have an impact on insurance claims
- If glasses are normally prescribed and sunglasses are worn they must meet the prescribed requirements

1.5. Risk assessments – Licence Checking

Driving Licences for all Company Car Drivers, Company Van Drivers, Cash Allowance drivers and any Authorised Additional Drivers will be checked at least on an annual basis with increased frequency based on penalty points (following receipt of the required Data Protection Mandate (DPM)).

This process will be managed by Intelligent Data Systems UK Ltd (IDS) who work directly with the DVLA to check individual licences.

You and any authorised additional drivers will be required to complete a DPM on ordering a car under the scheme, or at the point at which the annual check will take place. This will enable IDS to work directly with the DVLA to check your licence. Information received from the DVLA will be disclosed to Zenith and Bellway to ensure that the terms of the insurance policy are met.

IDS are registered as a data controller under the Data Protection Act (Reg No. Z8536279). All driver information is held securely and under the terms of their agreement with DVLA, no information will be sold to third parties or marketing organisations or abused in any way. Any such contravention would lead to IDS having its Data Protection Licence revoked.

It is a requirement for all DPMs to be received prior to receipt of a Company Vehicle or authorisation of continued use.

Should you leave the business, Bellway inform Zenith who in turn will ensure that your details are removed from the system and that all requests for information via the DVLA will cease with immediate effect.

Any loss of licence may result in Bellway immediately withdrawing use of a Company Car/Van or the provision of a cash allowance, without recompense. Similarly, if the employee has, or attains a record of persistent driving offences or accidents, Bellway reserves the right to withdraw the provision of a Company Car/Van/Cash Allowance.

1.6. Licence endorsement & suspension

For insurance purposes, you must inform Bellway and Zenith immediately in writing if you or any additional nominated driver on the policy receives an endorsement to your/their driving licence.

Any driver who is suspended from driving must cease driving with immediate effect and inform Bellway and Zenith, so that alternative arrangements can be made in respect of the vehicle.





1.7. Traffic offences

You are responsible for all parking fines, fixed penalties, camera offences, bus lane contraventions and congestion charges incurred whether the vehicle is being used for business or private purposes.

Where possible, Zenith (as registered keeper and therefore recipient of documentation) will transfer liability to the driver of the vehicle by providing the issuing authority with the relevant name and address for appropriate re-direction. In respect of moving traffic, parking fines and speeding notification fines, Zenith will provide the requesting authority with details of the driver to whom the vehicle is allocated at the time of the offence. If liability has been transferred to the driver of the vehicle and it needs to be further transferred to an additional driver, it will be the responsibility of the driver to respond to the issuing authority and inform them of the name and address of the actual driver at the time so that the notice of intended prosecution can be re-directed.

In the cases where fines are paid up-front, you will be responsible for payment and where applicable will need to recoup costs from the additional driver yourself. Any endorsements e.g. points added to the driving licence that are incurred as a result of this type of offence MUST be disclosed to Zenith. Failure to comply may result in action being taken under the company's Disciplinary Procedure.

In cases where transfer of liability is not possible (for example all congestion charges, all bus fines and some parking fines) Zenith will be charged directly as registered keeper of the car. This cost will then be charged to Bellway with the addition of an administration fee of $\pounds 25 + VAT$ and we will in turn recharge these amounts to you.

Charges for fines or administration fees are NOT reclaimable via expenses.

Please note that it is an offence to give false information about who was driving the vehicle at the time of a traffic offence and therefore it is important that you, as the driver, know who is driving the vehicle at all times.

1.8. Smoke free vehicles

In regard to Company Vehicles, you must not smoke in them at any time. It is an offence to smoke or to fail to prevent others from smoking in the car and may result in a fine and/or prosecution.

A no smoking sign must be displayed at all times in the vehicle and failure to do so is an offence and may result in a fine and/or prosecution.

Whilst it is not a legal offence to smoke e-cigarettes (including personal vaporizers (PVs) and electronic nicotine delivery systems (ENDS)), given some e-cigarettes do release a vapour or substance of some description and some are designed to resemble real cigarettes, Bellway prohibits the use of all smoking devices in any company cars and vans.

You will be responsible for all fines. Please note that it is an offence to give false information about who was driving the vehicle at the time of an offence and therefore it is important that you know who is driving the vehicle at all times.



Any smoking related breach will be treated seriously and as such disciplinary action may be taken.

2. Scheme parameters

2.1. Eligibility

If you are eligible to be provided with a Company Car you will be notified in writing. You will also be notified if there is any choice of car. There may be a requirement for you to complete the term of a car currently within Bellway's fleet.

2.2. Cash alternative

If you currently have a Company Car, and a Cash alternative is available, when you are eligible to change your vehicle, you may elect to 'opt out' of the Company Car Scheme and receive a cash allowance.

You are also allowed to switch to a Company Car from a Cash Allowance, if you wish, but will then have to remain in the Company Car Scheme until the lease on your vehicle has expired.

2.3. Renewal of company car

Company cars will be replaced after a 48 month period, or when your vehicle has done 90,000 miles, whichever comes first.

You will be notified of the renewal date approaching the end of the lease term, and advised of the choices available (if applicable), for your new vehicle.

2.4. Renewal authorisation

Following notification of the renewal date of your vehicle, you will be responsible for logging onto the Zenith driver site/portal and placing an order for your new car. The driver portal will display the vehicle choices that correspond to your grade, including the associated Benefit in Kind (BiK) tax and carbon emission implications, per vehicle.

You can access the driver portal via: www.zenith.co.uk

You will be issued with login details from Zenith at the appropriate point, which is typically around 6 months ahead of your renewal date.

2.5. Use of car

The Car may be used for the following purposes:-

- In connection with business for Bellway
- Social, domestic & pleasure use







The car must not be used for:-

- Any business not connected with Bellway
- Hire or reward (for either goods or passengers)
- Driving tuition
- Racing, pace making, rallies, trials or any other competitions

2.5.1. Authorised drivers

The car may only be driven by the following AUTHORISED DRIVERS:-

- The person to whom the car is allocated
- His or her 'partner', subject to them holding a valid driving licence, Bellway approval and completion of the Additional Driver Authorisation Form (Appendix A)
- Any other authorised Company Car Driver with Bellway approval

2.6. Personal taxation

Employees in receipt of a vehicle through the scheme will be taxed on this benefit through the PAYE system. The amount of the nominal benefit upon which tax is charged depends upon the Co2 emissions and the price of the car. The price of the car is defined as the manufacturer's list price on the day of registration and includes VAT, car tax and delivery charges if appropriate. Also included is the list price of any optional extras that are added to the vehicle.

Details will be displayed during the quotation process, to confirm the approximate amount of BiK tax due for your chosen vehicle.

HR will update HMRC with details of cars issued and cars returned. However, you are also required to contact HMRC direct to make them aware of you joining or leaving the scheme, or of changing your car during a tax year. To do this simply contact your local Tax Office.

2.7. Data protection

In order to provide the services offered by Zenith (the "Services"), Zenith will need to collect and hold certain personal information about you and other individuals who are authorised to drive the vehicle.

Only information about you that is necessary for the purposes of your participation in the scheme, has been passed by us to Zenith or collected by Zenith, and, except to the extent that Zenith is required or permitted by law, Zenith will only process this information (and other information collected by it) in accordance with the company's instructions or as required for the administration of the scheme and for no other purpose.

Please note that as part of Zenith's Services, it may disclose your personal information to:

- other companies in the Zenith group
- Bellway as your employer
- Anyone from whom Zenith obtains finance for the purpose of the scheme



- Zenith's agents, service providers and/or subcontractors used by it in connection with the Services
- the supplier or purchaser of the vehicle
- Bellway's insurance provider
- HMRC
- Such persons as required by law

By participating in the scheme, you consent to the above use of personal information and to the processing of any sensitive personal information such as driving convictions or health issues that might impact on your driving ability.

Please see Zenith's Privacy and Cookie Policy for further information which can be found at https://www.zenith.co.uk/privacy-and-cookies/

You must not give Zenith personal information about someone else (such as authorised or additional drivers) without first getting his or her consent for it to be used and disclosed in the ways described above. When providing Zenith with this information, you confirm that you accept the obligation to inform any authorised or additional drivers about this use if their personal information and that you have their authority to consent to the processing on their behalf. Zenith will assume he or she has consented to the use of their personal information as set out above.

Zenith may monitor or record phone calls for quality, training or audit purposes.

3. Vehicle ordering and delivery

3.1. Car level & Driver Portal

Your car grade is determined by Bellway. The driver portal will allow you to view vehicles within your allocated grade. You will also be able to view vehicles within the grade above (only 1 grade higher) and the grades below (unlimited). The driver portal can be accessed via: <u>www.zenith.co.uk</u>.

You will be sent login details for the driver portal, when you are eligible to order a company car. This will be approximately 6 months prior to the end of your existing lease. Existing cash allowance takers will also be provided with access to the driver portal, and will have the ability to switch from cash allowance to a company car.

3.2. Trading up or down

Trade up

You are entitled to trade up one grade. Any additional cost incurred in the trade up will be paid for by the employee. The additional cost will be paid back monthly, via payroll deductions, for the duration of the lease. The system will identify any trade up cost, during the ordering process. The trade up amount will be the difference between your eligible grade and the cost of the car you have chosen in the grade above.

If you wish to proceed with your trade up, you will be required to:



- Sign an agreement which authorises Bellway to deduct the payments from your salary each month and;
- Sign an agreement which allows Bellway to recoup the balance of trade up costs (if any), should you resign or your employment is terminated, prior to the end of the lease

For clarity, if you resign or your employment is terminated prior to the end of your lease, you will be required to pay the balance of the trade up amount in full. This will be deducted from your final salary payments within your notice period. If you do not have sufficient salary to cover the cost of the outstanding balance, then you will be required to make payment by bank transfer, card or cheque.

Trade down

You are entitled to trade down any number of grades. This could be if you wish to have a lower BiK tax rate and/or a lower Co2 rate, for example. The system will identify the trade down amount, during the ordering process. If you do opt to trade down, the monthly trade down amount will be reimbursed to you via payroll. The monthly trade down amount will be the difference between your eligible grade amount and the cost of the car you choose from the grade(s) below.

3.3. High mileage vehicles

The standard Bellway company car contract is 48 months or 90,000 miles. Zenith will proactively monitor your vehicle mileage, so that if during the term of the contract you need to change the mileage to more accurately reflect your actual mileage Zenith can accommodate this.

3.4. Promotion

All vehicles must be retained for the life of their contract. Should an individual receive a promotion during the period, then it will be at the discretion of Bellway as to whether that vehicle will be changed mid-contract. The norm will be for employees to retain their existing car until the contract ends.

3.5. Ordering your car & the driver portal

In addition to the online vehicle quoting and ordering facility, the driver portal contains information including (but not limited to) the following:

- Frequently Asked Questions relating to the scheme
- Vehicle Ordering details including a function to compare vehicles, book a demonstration or track an existing order
- Service & Maintenance information including online booking
- Accident & Insurance information
- General administration including overseas travel information
- Feedback portal for employees to comment on the service from both Zenith and their suppliers

On the portal/site you will be able to view the various manufacturers and model ranges available within your grade. You will also be able to view cars in the grade immediately above and in the grades below, should you wish to trade up or trade down.



Once a model has been selected, the system will take you through to the quoting pages, where you can add options/colours/trims. Optional extras which take you beyond your grade are required to be paid for by the employee. The system will identify the cost of the optional extras you have chosen, and whether a payment will be due from you. There is a cap on the amount of optional extras you can add to your vehicle of £1000. Payment for optional extras will be made via payroll in the same way as a trade up. This will be spread over the duration of the lease. You will also be required to pay any balance due, should you leave Bellway's employment prior to the expiry of the lease.

The system will allow you to filter by a variety of categories, such as manufacturer, CO2 levels, BiK level etc. Once you have chosen your vehicle and completed the online order form this will be automatically sent to Bellway for authorisation by the appropriate person. You will receive email notification from Zenith when the order has been approved.

The approver list is shown in the table below.

Category of staff	Approver
MDs, Regional Chairmen, Exec Directors	Group HR Director
Divisional FDs	Division MD
All other divisional staff	Division FD/FM
All other HO/Group staff	Group HR Director
Group HR Director	Group FD

A notification will be sent through to the designated approver, when an order has been requested.

It is also possible that Zenith may be able to obtain a stock vehicle for you. Stock vehicles are brand new vehicles that are already on site at a dealership and could be delivered within a couple of weeks. If you are interested in obtaining a stock vehicle, please contact the Bellway Account Team on 0330 1348798 or email <u>bellway@zenith.co.uk</u> with the vehicle make and model you are interested in.

New starters will be required to take a "pool car" if one is available, whilst they are waiting for their new car to be built and delivered.

3.6. Amending an order

Once you have placed your order, there is no guarantee that you will be able to amend it. Zenith will do everything they can to accommodate any changes but you will be liable for any costs incurred as a result.

3.7. Vehicle delivery

As soon as Zenith receive acknowledgement from their supplying dealer that the new car order has been placed they will write to you confirming full details of the order and estimated lead time. You should check this correspondence carefully and contact Zenith immediately if any errors are identified.

Each order will be progressed regularly and you will be kept informed, especially if the estimated leadtime changes. You will be advised of the order's "build status", which will be one of four stages:





- 1. Ordered with Factory
- 2. Build in Progress
- 3. Build Complete Awaiting Ship/Transit
- 4. In Transit to Dealer

Zenith's dealers update their orders on a weekly basis. Each time the status moves forward you will receive an email to reconfirm the order and inform you the build has progressed and what the new stage is.

If in a 4 week period there is no change to the build date or delivery date, you will receive an automatic "holding" email that will reconfirm your order and also the latest known delivery date and build status to confirm that nothing has changed. The majority of progress updates will be communicated via email. You will also be able to track your order on-line.

As soon as the new car is available Zenith will contact you to arrange delivery. During the month preceding a change in registration prefix, deliveries will only be made during the first two weeks of that month.

Important please note: At the point of delivery you will be required to sign a delivery schedule, which confirms that the vehicle delivered is the correct one, and is not damaged. The person delivering your vehicle will go through a checklist which will confirm the specification of the vehicle. You must **pay careful attention** to this and ensure that everything is as you expected/ordered. You are able to refuse to accept the vehicle if it does not match the specification of the vehicle you ordered, or if you can see that the vehicle is damaged. Once you sign the delivery schedule you will be deemed as having accepted the vehicle delivered. You will not be able to return it if you subsequently discover it is not the correct specification, so please spend time verifying this with the delivery person. If any mechanical issues come to light post-delivery, these will be dealt with via the manufacturers warranty.

3.8. Personalised registration number

Personalised registration numbers on company vehicles are not permitted.

4. Service, maintenance and repairs

You are expected to keep your vehicle in good repair (which includes keeping the vehicle in a clean condition, both inside and outside) and generally maintained in an efficient road-worthy condition complying with current legal requirements, whether company vehicle or a vehicle purchased via the cash allowance.

Company vehicle drivers will be responsible for arranging for any faults to be rectified, and arranging for services at appropriate intervals. All repairs and replacements must be carried out according to manufacturer's recommendations, which, during the first 12 months, will be by the manufacturer's appointed agents and full use will be made of any warranties provided.



Servicing should be arranged to fit in conveniently with work schedules to avoid disruption to Company business. Details on how to arrange a service or repair are provided in 4.3 below.

It is the Employee's responsibility to ensure that the vehicle is serviced in accordance with the manufacturer's recommendations, as well as checking oil and coolant levels. Any costs incurred as a result of the vehicle not being regularly serviced will be passed onto the employee.

All servicing and repairs must go through Zenith – call **0344 848 8075**

4.1. Breakdown and recovery

In the event of a breakdown you should call the following number:

Breakdown & Recovery (24hrs): 0330 134 8768

If your vehicle cannot be repaired at the roadside, you and your passengers will be taken to your onward destination or to your home address (anywhere within mainland Britain). The vehicle will be taken to an approved repairer anywhere in mainland Britain.

4.2. Tyre replacement or repair

To arrange a tyre repair or replacement you must call **0344 848 8076** or book online using the link on the Service & Maintenance page of driver website.

It is your responsibility to check regularly all tyres, including the spare, for correct inflation levels and tread, which should be in line with the manufacturer's handbook.

Before replacing a tyre on the basis of wear, please check with the supplier how much tread is remaining on the tyre as Zenith will only replace a tyre that has 2mm or less tread remaining.

4.3. Booking a service or repair

The cost of servicing your car in line with the manufacturer's recommended service schedule is included in your contract. You must use Zenith's approved suppliers for any servicing or maintenance that your car requires. To arrange this call **0344 848 8075** or book online using the link on the Service & Maintenance page of driver website.

Zenith will arrange for your car to be collected and delivered back to you at an agreed location and time. If you need a courtesy car, Zenith will arrange this (subject to availability).

Zenith need five working days' notice for the collection and delivery service and fifteen working days' notice for the courtesy car, to ensure availability. If a courtesy car is not available or you do not want the courtesy vehicle offered you can choose to hire a vehicle at your own cost. Once the car is in for a service, it will also be washed and vacuumed before it is returned to you.

Zenith Intelligent Vehicle Solutions



4.4. Windscreen replacement

Zenith has arrangements with several windscreen suppliers providing 24-hour replacement glass and windscreens. To arrange a windscreen or glass repair or replacement you must call **0344 848 8078** and tell the operator that you drive a Zenith car.

4.5. Technical enquiries

Zenith's Technical Team will be happy to help if you feel there is a persistent technical problem with your car and you require assistance to resolve the problem. You can call **0344 848 8077** or complete the online form using the link on the Service & Maintenance page of driver website.

5. Insurance

Your vehicle will be covered for insurance under Bellway company fleet policy.

If any employee's driving history results in our insurance excess being increased for that particular employee Bellway reserves the right to pass that increase on to the Employee.

5.1. Nominated additional drivers

A company car is supplied primarily for use on company business by you. You may however use it for social, pleasure or domestic use and you may permit limited use for social, pleasure or domestic use by your partner, subject to certain conditions below:

- Before your spouse/partner can use your company car, they must complete an Additional Driver Authorisation Form (Appendix A attached) and provide a copy of their driving licence to Bellway. This must be given to your divisional Finance Director/Finance Manager, or for Head Office/Group roles, it must be given to the HR department.
- Approval must have been provided by either the divisional Finance Director/Finance Manager or HR department, prior to your spouse/partner driving the car.

Only employees who have Company vehicles, or drivers who have been authorised to drive a Company vehicle in accordance with the rules, are covered by the Group insurance policy. Any employee of the Company who is not authorised to drive a Company vehicle, or who allows an unauthorised driver to drive a Company vehicle, is in breach of the law and will be guilty of gross misconduct and will be dealt with in accordance with the Company's Disciplinary Procedure.

5.2. Excesses

Insurance cover for company vehicles other than plant carries an excess payment of £500 which applies to damage claims arising from an accident, vandalism, theft and fire. If you are involved in a road traffic accident and have been negligent, or where there has been no attributable blame (e.g. where the car is found damaged when left in a car park) you will be required to pay £150 to the Company - or the cost of repair if that is less than £150. This applies whether or not the loss becomes



part of an insurance claim, except where the Company's insurers obtain the excess from a third party as an uninsured loss. Finance Directors/Finance Managers will arrange collection of these payments.

5.3. Policy provisions

Unless special provision is made, use by authorised drivers for any occupation (including part time occupation) other than Company business is not covered.

Any change in material facts, especially major convictions and any health problems must be notified to the insurers prior to each renewal on the 1st August.

6. Accidents and incidents

6.1. Accidents

If you are involved in an accident, you must follow the procedures below as far as they apply in the particular circumstances. Make sure you do NOT admit liability either expressly or by implication, or make or promise any payment.

If you are involved in an accident, ensure that you and your passengers are safe from the risk of injury and record the following information:

- The vehicle registration numbers of any vehicles involved in the accident
- The facts of the accident, as agreed with all parties
- The time, place and circumstances of the accident
- The names and addresses of the parties involved, together with details of other parties' insurers wherever possible
- The names and addresses of any witnesses to the accident

You must give to anyone that has reasonable grounds for requiring the information:

- Your own name and address
- Your vehicle registration number
- Insurance policy number and insurer contact details:
 - o Zurich Insurance Company, 1 East Parade, Leeds, LS1 2AA
 - Policy Number: LK324428

You must call the police to the scene of the accident if:

- Anyone has been injured
- Damaged vehicles constitute a road hazard
- Traffic signs, road markings etc. have been damaged



If this is not practical the accident must be reported as soon as possible and in any event within 24 hours.

You should also record the date and time and details of the vicinity of the accident, making a sketch if possible, including:

- Street names and widths
- Road layout, type of road, direction of cars, their position at impact, etc
- Distances of cars from the kerb, road centre and cross-roads or junction
- The condition of the road surface, weather and street lighting

You MUST report all accidents and incidents whether or not a third party is involved to Zenith on **0344 848 8080.** You must also notify your divisional Finance Director/Finance Manager, or for group/HO roles – the HR department, if you have had an accident.

6.2. Incidents

In the event that your car is stolen or broken into you should report the incident immediately to police and make a note of the crime incident number.

You should also contact Zenith on **0344 848 8080** who will take all the relevant details and if necessary arrange recovery of the car and supply a temporary replacement.

If the windscreen or glass has been broken, you MUST contact Zenith on 0344 848 8078

7. Overseas travel

Before taking the car abroad, you will need to request overseas travel documents from Zenith.

A minimum of 2 weeks before the date of intended travel, contact Zenith for a travel pack either via the "Vehicle Management Solution" link on the Zenith website and select "Travelling abroad", or by emailing bellway@zenith.co.uk. This will include a letter of authorisation from Zenith indicating that they are the owner, a Department of Transport Confirmation Form (VE103), an original insurance certificate and various other pieces of information. You will be charged a fee, currently £7.50 +VAT (via credit/debit card) for each request and your documents will be valid for 12 months. Zenith will need to know which countries within Europe you will be visiting, the dates of travel and the driver's name.

You will be covered for European Breakdown whilst travelling in Europe and the scheme motor insurance also applies. Please note that European Breakdown cover only applies to the car and does not cover any trailers, caravans or any vehicles which are carrying over 8 people (including the driver and infants) which you take overseas. It is your responsibility to ensure that you have additional cover in the event that you wish to take a trailer, caravan or a vehicle which will carry more than 8 people (including the driver and infants) overseas.

There are certain documents you must have with you when taking the car out of the UK:

Zenith

- Letter of Authority and Original Vehicle on Hire Certificate (VE103) both essential when participating in the scheme
- European Motoring Assistance (including repatriation) and European Motor Insurance
- Full EU driving licence (some countries may also require an International Driving permit (IDP) which is available from RAC Travel services)
- A valid passport
- GB Sticker (if not on your number plate)

You may also need to obtain Customs documents if you are travelling with business samples, certain boats or spare parts.

Always carry the above documentation with you when driving and never leave it in an unattended car.

The car will need to be equipped with the following, at your own cost:

- Warning triangle
- First aid kit
- Fan belt kit
- Spare petrol can
- Reflective jacket

Driving laws and regulations vary across Europe and often differ to those in the UK. Before you go abroad you should check the up to date rules that are applicable to each country that you are travelling through. The Foreign and Commonwealth Office produces advice on a country by country basis which can be found in the 'Travel Advice' section at: www.gov.uk/fco.

In particular certain European countries impose obligations on you to carry or have on/in your vehicle various items or equipment. Failure to comply can result in an on the spot fine. Further information on the requirements for various countries can be found at www.theaa.com.

Please note that you are responsible for checking the legal requirements of each country you will be visiting or driving through and ensuring compliance.

Please see the Zenith website for further information regarding overseas travel.

If you have any further queries, contact Zenith on 0330 134 8798 or via Bellway@zenith.co.uk

8. Hire cars

Occasionally it might be necessary for you to hire a car, e.g. if your car is in for servicing and there is no courtesy car available.

8.1. Car hire use

Car hire should be used when it is:





- the least expensive form of transport and/ or
- more timely than any other form of transport

8.2. Car hire eligibility

Zenith will arrange car hires in the following circumstances:

- 1. As a temporary car to an employee entitled to a company car in advance of them receiving a permanently allocated car (only applicable in the case that no spare cars are available)
- 2. As a temporary car to an employee who drives a company car while their permanently allocated car is being repaired
- 3. As a temporary car to an employee who has been obliged to fly/take the train in the UK and are thus without their permanently allocated car
- 4. As a temporary car to an employee who does not have either a company car or the cash alternative and needs to undertake a long business journey. As a general rule, if the total distance of a business journey exceeds 100 miles (or as agreed by your line manager), it is more cost effective to hire a car rather than for an employee to use their own vehicle.

Short-term car hire must be arranged via your divisional finance director/finance manager, and for HO/Group staff, via the HR department.

Bellway will not provide a hire car to employees in receipt of the cash allowance.

Zenith can always provide a courtesy vehicle if given fifteen working days' notice. A courtesy vehicle would only be unavailable if the employee books their service/repair with insufficient notice.

8.3. Car hire guidelines

A Group R 1.6 5 Door Manual vehicle will be the normal category hired for company car drivers. Drivers may request an alternative vehicle group (but this will be subject to authorisation from Bellway) due to:

- More space required as three or more employees are travelling together
- More space is required to accommodate large family
- entertaining customers
- cars in the authorised category are not available
- an upgrade is at no extra cost
- transporting large or bulky goods
- there are pre-approved medical reasons (e.g. drivers with disabilities).

Zenith reserves the right to substitute hire vehicles with comparable models.

8.4. Hire car bookings

All bookings should be made through the divisional finance director/finance manager, or the HR department for HO/Group staff.



The booking will then be made either online via the Zenith website, or by calling them on 0344 848 8079.

You will need to provide the following information:

- Driver's name
- Email address
- Driver's Employee ID number
- Car registration number
- Your contact number
- Delivery details
- Reason for hire

Bookings can be made for a maximum of 5 days but Zenith will contact you during this time to arrange an extension if necessary.

Cars MUST be returned with a full tank of fuel. Any fuel used and not replaced will be charged will be charged to Bellway Homes and they will in turn recharge these amounts to you.

8.5. Hire cars and your responsibilities

When your hire car is delivered, before you accept it you should inspect it and make a note of any damage on the check sheet which will be provided.

You must make every reasonable effort to return the car on time to the agreed location.

You must make sure that the car is 'off-hired' with Zenith when you return it, i.e. an employee should advise Zenith when the vehicle has been collected by the hire provider.

Zenith will bear the costs of all maintenance and mechanical repairs. If you experience mechanical problems with your hire car you should call Zenith to have it resolved. A replacement car will be made available where required.

You are responsible for cancelling any car hire bookings made through Zenith that are no longer needed. To do this please call **0344 848 8079**. You should request and record the cancellation number when you call.

8.6. Accidents involving a hire car

In the event of an accident, theft or incident involving any hire car, you should contact Zenith on **0344 848 8080**

In the event of an accident please refer to the instructions in the Accidents & Incidents section of this policy regarding further actions you should take.



9. Health, safety and security

Responsible behaviour towards the use of Company cars is essential, and disciplinary action may be taken where the condition of a Bellway Company Car is unsatisfactory, and or irresponsible behaviour has taken place. Examples of irresponsible behaviour are detailed below:

- Leave the vehicle unlocked whilst unattended at any time
- Allow any unauthorised Driver to drive the vehicle
- Not follow any part of Bellway Vehicle Policy
- Drive the vehicle without due care and attention
- Wilfully damage the vehicle
- Leave items on show in the vehicle causing theft which damages the car
- Not keep the vehicle in a clean and tidy condition at all times
- Fail to ensure that the car is in a roadworthy condition

The below has been provided as guidelines to be adhered to at all times.

9.1. Vehicle checks

At Bellway, we want to encourage the highest standards of driving to ensure the safety of employees, passengers and other road users, at all times.

It is the legal responsibility of the driver to ensure the car is safe to drive before use, however short the journey, and ensuring that any issues are rectified as soon as possible. The following areas should be checked on a weekly basis:

- Engine oil
- Coolant levels
- Washer fluid levels
- Tyre pressure and tread depth
- Windscreens

Brake and clutch fluid levels should also be checked monthly.

Drivers are responsible for ensuring that cars are serviced in accordance with the manufacturer's recommendations. Any mechanical faults are to be rectified by approved garages in accordance with Zenith's instructions.

As of 1 October 2014 the paper tax disc was abolished. This means that from this date, although there is still a legal requirement to tax vehicles and pay the road tax, the DVLA will not issue paper tax discs and therefore paper tax discs will no longer need to be displayed on a vehicle windscreen.

Zenith will continue to tax the vehicle but you will not receive a paper tax disc. If you require proof or evidence that a vehicle you are using has valid road tax in place, then you can check this by entering the vehicle registration number and make of vehicle at <u>https://www.vehicleenquiry.service.gov.uk/</u>





9.2. Posture

You should adjust your seat for maximum back care, so that you can press down the pedals fully with a slightly angled leg. The backrest should be set fully against the back, and you should be able to reach the upper point of the steering wheel with your arms at a slight angle.

9.3. Airbags and seat belts

The driver and all passengers aged 12 and over or over 1.35m in height MUST wear a seatbelt at all times in both the front and the rear of the vehicle. Seatbelts must be maintained in proper working order.

The driver MUST ensure that all children under 12 years of age or under 1.35m in height sit in an approved child restraint (for example, a baby seat, child seat, booster seat or booster cushion) where required in accordance with legal requirements. Child restraints MUST be fitted in accordance with the manufacturer's recommendations. Rear-facing baby seats must not be used in the front passenger seat where frontal airbags are activated.

You must not disable airbags under any circumstances. The only exception to this is to disable any frontal airbags when there is a rear-facing baby seat in the front passenger seat. Deactivating any frontal airbags must only be carried out by yourself if your vehicle has been fitted with airbag deactivation which you can manually activate and deactivate without the need to visit a garage or a dealer. It is your responsibility to ensure that any frontal airbags are deactivated and activated in accordance with your requirements and neither the Bellway nor Zenith are liable for failure to activate or deactivate the frontal airbags. If your vehicle is not fitted with airbag deactivation and you wish to use a rear-facing baby seat, this must be used in the rear of the vehicle only.

For information in relation to the legal requirements, please see <u>https://www.gov.uk/</u> which may be updated from time to time.

9.4. Planning a journey and driving time

Driver fatigue is a killer and every driver is personally responsible for ensuring that they are fit to drive. Bellway has a duty of care towards its employees and members of the public to ensure that all cars are driven safely and responsibly.

Employees should ensure that they are fully awake and alert before commencing their journey. At least one 15 minute break should be taken after every two hours travelling time or 100 miles when driving on long journeys. If the Employee feels drowsy, then drive safely off the road and have 10 - 15 minutes sleep and strong coffee or similar before restarting journey. Get out of the car and walk about for at least 15 minutes.

The following guidance should be followed:

- Plan your journeys in advance and work out where and when you will take regular breaks.
- Make sure you are fully awake and alert before starting any journey. If you feel drowsy, then find a safe place to stop and have a break before restarting your journey.



- Avoid driving excessive distances in one day (e.g. 3-hour drive with 6-8 hours in the office then a further 3-hour drive).
- Tiredness kills take regular breaks

9.5. Mobile phone use and hand held units

Mobile phones in company cars must only be used when the vehicle is fitted with a properly installed hands free kit.

It is an offence to use a hand-held mobile phone or other similar device while driving. Offenders will be liable to a £100 fixed fine rising to a maximum £1,000, if the matter goes to court. Offenders will also receive three points on their licence. It is also an offence to 'cause or permit' a driver to use a hand held mobile phone while driving. Any fines or penalties you may incur as a result of using a mobile telephone whilst driving are your responsibility.

For the avoidance of doubt, drivers must not pick up or use any type of phone or other device that sends or receives data and which must be held to operate it. You must not use the device:

- When driving
- When you are stopped at traffic lights
- When queuing in traffic

Drivers must not use the device to receive calls, view pictures, read texts messages or to access the internet in any of the above situations.

Hands-free equipment is permitted providing the driver is considered 'under control' of the vehicle they are driving. Please be aware that drivers can be prosecuted for using a hands-free mobile phone if you fail to have proper control of your vehicle. Using a mobile telephone with a hands free kit can still distract drivers and impair safe driving ability and this could result in a driver being prosecuted for driving dangerously or without due care and attention. We would therefore recommend that making or receiving calls should be avoided whenever possible.

Outgoing calls or the writing down of details from a received call should only be made when the driver has brought the vehicle to a standstill in a safe environment and the vehicle engine is turned off.

9.5.1. Exceptions

Please be aware that you are permitted to use your mobile phone or hand held device to call 999 or 112 in response to a genuine emergency when it is unsafe or impractical to stop to make a call.

9.6. Driving under the influence

All drivers must adhere to current legislation on alcohol and drug consumption and be particularly aware of alcohol levels that may still be in the bloodstream on the day following consumption.

You should also take appropriate care when taking prescription and non-prescription drugs. If driving is not recommended while taking medication, e.g. where a side effect may be drowsiness as in the case





of certain anti-histamines, then you must take appropriate action e.g. not driving, or changing your medication. It is an offence to drive while unfit through alcohol or drugs (both prescriptive and illegal).

In addition, a new drug-driving offence came into law on 2 March 2015, giving police officers the right to request drug tests at the roadside. The new offence is of driving with certain controlled drugs in the body, including some prescription drugs, above specified limits. Employees and drivers should adhere to the current legislation and be aware of the levels of limits for prescriptive drugs.

9.7. Security

Be aware of your own security whilst in the car. Make sure you keep all bags, laptops, tablets and mobile phones out of sight. Luggage should be secured both outside the car on roof racks and inside the car to avoid injury in the event of a collision.

Never leave valuables or company property in plain sight. Place items in lockable compartments, such as the glove compartment, or in the case of bulkier items, place in the boot.

If an angry person approaches you while driving, do not get involved. Remain in the car, lock all doors, close all windows and keep the engine running. If applicable, drive calmly to a safer place and call the police.

If someone appears to need assistance, do not attempt to assist them on your own. Wind the window partly down, listen to what is being said and call for assistance. Do not put yourself in a position of risk. Do not to give lifts to strangers or hitchhikers. Cars should always be parked in secured zones or car parking schemes.

9.8. Severe weather checks

You should check that lights are working and clean, washer fluid levels topped up and working, antifreeze levels are sufficient, you have de-icer available etc at the start of any journey. Below are suggested checks and advice for driving in severe weather:

- Check your tyre pressures and depth of tread including spare.
- Clear your windows of frost and snow before starting your journey and ensure you have full all round vision.
- Use your lights as appropriate for example, do not use sidelights on their own.
- Carry spare clothes etc. when snow is likely.
- Take appropriate care in ice, snow, wind and fog. Do not drive through flooded fords or other flood situations where there is no certainty of depth.
- Keep at least four seconds away from the car in front in good weather, eight seconds away in bad weather. When wet, stopping distances are in excess of ten times those of a dry road and it is very easy to skid both when braking and accelerating.
- Keep well back from other cars and particularly from cyclists. Be aware that cyclists' brakes may freeze in cold weather and they may have difficulty stopping.
- Use extremely low speeds, keeping in the highest gear possible. Accelerate and brake as little as you can and do so extremely gently.



• Approach bends particularly slowly. If braking is necessary then do so on a straight piece of road, before the bend, to minimise the risk of skidding.

9.9. Motorway safety

If your car breaks down whilst on the motorway, pull on to the hard shoulder as far to the left as possible, with the wheels turned to the left.

Switch on your hazard-warning lights and leave the car by the left-hand door, away from the traffic. Then find your nearest emergency telephone (these are situated approximately one mile apart) and report the breakdown.

It's important that you wait by the car on the verge well away from the carriageway and the hard shoulder. You should not stay in the car or attempt the repair yourself.

In all cases, including changing a tyre, wait for emergency assistance.

9.10. Speed limits

You should ensure that you do not exceed the maximum speed limit applicable to the road and the car you're driving. If you are late for an appointment then stop, ring ahead and review the arrival time.

10. End of contract damage – Fair wear and tear

10.1. What is fair wear and tear?

When a contract hire vehicle is returned at the end of a contract it should be returned in a condition considered acceptable for its age and mileage allowing for fair wear and tear.

At the end of your contract, the vehicle will be collected and returned to the Zenith de-fleet centre where it will be assessed for any damage.

Repairs required for any damage outside of British Vehicle Rental & Leasing Association (BVRLA) Fair Wear and Tear Guidelines (see below) will be recharged to Bellway Homes who will in turn recharge this amount to the employee.

10.1.1.Driver responsibility

It is the driver's responsibility to ensure they check their car for any damage, mechanical problems or areas of worsening wear and tear. These should be rectified as soon as possible. The driver should report damage and book for repairs. Otherwise, if the car is returned with damage, the employee could be charged for end of contract damage.

A minimum weekly check on oil, water and tyre pressure should be the responsibility of the car user, with the result of each check noted. This will also keep tabs on cars which may be losing oil or water or



have a slow puncture. Regular cleaning and valeting of both the interior and exterior of the car should be noted by the car user.

10.1.2. Servicing and documentation

Regular maintenance and servicing should be carried out by a franchised dealer or approved servicing agent according to the manufacturer's guidelines. Any defects or damage that occur during normal car use should be rectified as soon as authority for the repair has been granted.

10.2. BVRLA Fair Wear and Tear Guidelines

Taking into account a vehicle's age and mileage and covering the overall condition, from the mechanics and the electrics through to the bodywork and upholstery, fair wear and tear summarises the degree of deterioration judged to be reasonable when a fleet car is returned at the end of a contract period.

Lack of attention to detail, abuse or neglect are the main reasons fleet vehicles suffer from excessive wear and tear. The main causes of unreasonable wear and tear in a fleet car are:-

- Lack of regular checks leading to faults and damage going undetected and un-repaired
- Not adhering to the car manufacturer's recommended maintenance and servicing schedule
- Drivers not taking responsibility for the day-to-day care and maintenance of the car
- Poor quality of body repairs, leading to general neglect

Below is a summary of the BVRLA Fair Wear and Tear Guidelines. A full copy of the guidelines can be obtained from the BVRLA direct at www.bvrla.co.uk

10.2.1.General

All electronic safety features and devices to help the driver, e.g. parking sensors, adaptive cruise controls, etc, must be in working order. There should be no rust or corrosion on any part of the bodywork or trim of the vehicle. The vehicle must be roadworthy and no warning lights should be illuminated. There should be sufficient fuel (or residual change in the battery if an electric vehicle) to effect the vehicle collection.

Maintenance, servicing and repairs – The vehicle must have been inspected and serviced according to the manufacturer's service/maintenance schedule. All necessary maintenance and repairs must be carried out by a service agent/repairer approved by the leasing company. Any repairs made to the vehicle before its return must be to a professional standard by repairers who can provide full transferrable warranty on their work.

Documentation – All vehicle documentation including the MOT receipt, operation manual, service book and any other documents relating to vehicle equipment, must be in the vehicle on its return – including details of all audio equipment.

Appearance – The vehicle's exterior should be sufficiently clean to allow a detailed inspection. The inside should have been valeted, cleared of rubbish and the ashtrays emptied.



Vehicle Keys – A full set of keys, including the master keys, spares and locking wheel-nut keys, should be returned if originally supplied.

10.2.2. Paintwork, vehicle body, bumpers and trim

There should be no rust or corrosion on any painted area including painted bumpers, body moulding and mirrors. Repaired chips, scratches and dents are acceptable provided the work is completed to a professional standard by repairers who can provide full warranty on their work. Obvious evidence of poor repair, such as flaking paint, preparation marks, paint contamination, rippled finish and poorly matched paint, is not acceptable.

Chips – Small areas of chipping are acceptable. If the areas of chipping require the entire panel, bumper or trim to be repaired or repainted, the damage is not acceptable.

Dents – Dents (up to 10mm) are acceptable provided there are no more than two per panel and the surface is not broken. Dents on the roof or swage line on any panels are not acceptable.

Scratches – Scratches and abrasions up to 25mm are acceptable, relative to the vehicle's age and mileage, provided the primer or bare metal is not showing.

Moulding, wheel arch trims – Scuffs and scratches up to 25mm are acceptable provided the moulding or trim is not broken, cracked or deformed.

Badges and labels – Badges, emblems, labels, logos and any advertising livery applied to the bodywork or gals of the vehicle should be removed before returning the vehicle. This must be done professionally and the vehicle returned to its original colour and condition. Any damage caused by fitting or removing badges, emblems, labels, logos and advertising livery, included faded paintwork, is not acceptable.

10.2.3. Windows, glass, door mirrors and lamps

Windscreen - light scratching is acceptable provided it does not interfere with the driver's line of sight and any heating elements still work properly. Chips, cracks or holes are not acceptable. Repaired chips within the driver's line of sight are not acceptable. Repaired chips outside the drivers line of site are acceptable provided they are repaired to a professional standard and the work is warrantied.

Door mirrors – missing, cracked or damaged door mirrors are not acceptable

Lamps and lenses – All lamps must work. Minor scuff marks or scratches up to 25mm are acceptable. Holes or cracks in the glass or plastic covers of lamp units are not acceptable.

10.2.4. Tyres and wheels

Tyre wear and damage - All tyres, including any spare, must meet minimum UK legal requirements and comply with the vehicle manufacturer's recommendations of tyre type, class, size and speed rating.



There must be no damage to the sidewalls or tread. Evidence of uneven wear due to under or over inflation is not acceptable.

Wheels and wheel trims - Dents and holes on wheel trims and wheel rims are not acceptable. Scuffs totalling up to 50mm on the total circumference of the wheel trim and alloy wheels are acceptable. Any damage to the wheel spokes and the hub of the alloy wheel is not acceptable. The spare wheel (including space saver) jack and other tools (including emergency tyre inflation canister) must be intact, stowed properly and in good working order.

10.2.5. Mechanical condition

The vehicle should be returned in a safe, legal and reliable mechanical condition, capable of passing an MOT test. The vehicle engine management system should not be displaying any warning light. If a warning light is illuminated, the vehicle may not be driveable and the collection process abandoned, in which case a fee may be charged. The following items are not acceptable fair wear and tear, because the driver has neglected to service the vehicle and/or failed to action warnings from the vehicle management system:

- Grooved break discs or drums caused by excessive wear or metal to metal contact from worn out disc pads.
- Seized or damaged engine due to running the vehicle with insufficient coolant, oil or with broken internal components.
- Manual transmission e.g. clutch slipping, noisy clutch or gearbox, excessively worn or ineffective synchromesh
- Automatic transmission e.g. noisy gearbox or torque converter, abrupt gear changes, loose gear linkage.

10.2.6. Vehicle interior

Passenger area, seats, headrests and trim - The interior upholstery must be clean and odourless with no burns, scratches, tears or staining. Carpets should not have holes. All seats originally supplied must be present. Interior fittings must be present, intact and free of damage. Wear and soiling through normal use is acceptable.

Door aperture, boot, boot liner and luggage area - Scratches on treads, sills and seals that reflect normal use are acceptable. Torn or split floor coverings and damaged surrounding panels are not acceptable. Accessories such as parcel shelves must be returned with the vehicle.

10.2.7. Equipment and controls

All original equipment, accessories and controls must be present and operate correctly. If accessories such as car telephones have been wired-in or mounted on the dashboard, any holes or other damage must be neatly repaired when they are removed. Delete any personal contact and address information from the vehicle's onboard communication system. Discs and cards for satellite navigation systems should be left in the vehicle and, for security reasons, you should delete any personal information from the navigation database, e.g. home address, postcode etc.



All items, including paperwork and other correspondence that could reveal personal data about you, your friends or your family, should be removed from the vehicle.

11. Car/Cash Allowance Takers

The Company operates a scheme whereby individuals who are contractually entitled to be provided with a car are to be offered the opportunity to purchase their own vehicle by offering a cash allowance instead.

Details of the amount of cash allowance applicable to your own grade are set out in section 12 below. The maximum amounts are standard throughout the Group and are not negotiable.

In order to qualify for the cash allowance, you must own or agree to purchase a suitable roadworthy and reliable car which is available to you at all times to enable you to carry out your work. In the event your own car is not available, you must make suitable alternative arrangements; a Company car will not be available to you.

By accepting the cash allowance you should be aware that you take on the following responsibilities:

- Ownership of a suitable vehicle
- o All costs, including repairs and maintenance
- o Road Fund Licence
- MOT tests, if applicable
- o Regular servicing in accordance with manufacturers' guidance
- Insurance (including insurance for business use).
- Private fuel

Evidence of insurance will be required by the Company before the private car can be used on Company business. Please note that you will not be allowed to use the car for business use unless you have a business use extension on your insurance policy.

The Company operates a flexible car choice policy, however there are a few parameters that cash allowance takers are required to observe below:

- If, as part of your role, you are required to transport people to locations in your vehicle, then you must ensure it has four seats, and is appropriate for business use
- Your vehicle must not be more than 10 years old by the date of sale
- Vehicles must be in a legally roadworthy condition.

Failure to comply with the requirements set out above could result in the loss of the cash allowance and possible disciplinary action being taken in accordance with the Company's Disciplinary Procedure.

It cannot be emphasised enough, how important it is that your vehicle is legally roadworthy. Failure to maintain roadworthiness, in the sole opinion of the Company, could lead to disciplinary action being taken in accordance with the Company's Disciplinary Procedure and the cash allowance being withdrawn.





11.1. Production of documents

Before you can use your own car on Company business, you must update your details on the Cash Allowance Management System (CAMS) and complete the self declaration via the driver portal. A username and password will be issued by Zenith, to enable you to access the site.

You will be subject to annual driving licence checking, as stipulated in 1.5 of this policy.

You may also be required to provide a copy of, and upload copies of, the following documentation, if instructed:

- Insurance certificate (with full business extension noted).
- MOT certificate, if applicable.
- Service Records according to the manufacturer's recommendations/schedule (if the car is not new).
- Registration document.
- Road fund licence.

Failure to produce these documents on request, will be a disciplinary matter and, if the documents are not received within the specified timescales the cash allowance may be stopped. Failure to complete the self declaration on the Cash Management System, may also lead to the suspension of your cash allowance and could potentially lead to disciplinary action in accordance with the Company's Disciplinary Procedure.

11.2. Other information

The cash allowance will be paid through the payroll in 12 equal instalments and will be subject to statutory deductions.

The cash allowance does not form part of pensionable salary.

The cash allowance will automatically be available to:

- a) new starters
- b) existing Company car users at the end of the contract hire period

Once you have elected to receive a cash allowance you can elect to change to a Company car at any point in the future.

The cash allowance will cease immediately if you are disqualified from driving for whatever reason. It will only recommence when the disqualification period is over and will be conditional upon the production of satisfactory documentary evidence.



12. Cash Allowance Bandings

The table below shows the cash allowance bandings currently in operation.

Grade	Cash Allowance	Roles
Basic	£4,250 p.a.	Trainees, including graduate trainees Finishing Foremen Assistant/Junior Site Managers Field Sales staff
Grade I	£5,250 p.a.	Part Exchange Manager Site Manager Site Engineer
Grade II	£5,750 p.a.	Quantity Surveyor Sales Manager Buyer Construction/Contracts Manager (responsible for a number of sites or major individual sites/projects) Land Buyers (excluding department heads)
Grade III	£6,500 p.a.	Department Head with Director above them or Department Head with no staff responsibilities. Department Head in a divisional start-up position
Grade IV	£8,500 p.a.	Department Head with no Director above them and with significant staff responsibilities (if no significant staff responsibilities then Grade III)
Grade V	£10,000 p.a.	Divisional Director (excluding Managing Director Head Office Director
Managing Director	£12,500 p.a.	Divisional Managing Director

13. Company Vans

In addition to the general guidance and rules outlined in this policy, Company Van drivers also need to follow the specific rules set out below.

Where vans are kept over-night and at weekends by employees, the employee must sign the declaration at Appendix B in relation to private use. A new declaration should be signed each February prior to the start of the new tax year. The declaration should be kept on file by the finance department at each division.

At the end of each month, the employee must complete a reconciliation of mileage, using the Mileage Claim Form, showing: mileage at the start of the month (this should be checked against the previous month's reconciliation); dates, destinations and mileages of business journeys, commuter journeys and any personal journeys; and mileage at the end of the month.



The Construction Director (or equivalent) should sign the monthly reconciliation to confirm the accuracy of the business journeys itemised.

A Company van is supplied primarily for use on Company business by you. You may however use it for insignificant private use as defined below. Any private use which is not classed as insignificant will be treated as a taxable benefit (for details of the current rates you should contact your Finance Director/Finance Manager). If private use of the van is insignificant, that is, restricted to (in essence) home to work journeys, then no benefit will apply in respect of either vehicle or fuel. HMRC guidance describes private use as insignificant if:

- it is very much the exception to the normal use;
- it is intermittent and irregular; and
- it lasts only for short periods of time on odd occasions during the year.

Examples of insignificant use include an employee who:

- takes an old mattress or other rubbish to the tip once or twice a year;
- regularly makes a slight detour to drop off a child at school or stops at a newsagent on the way to work; or
- calls at the dentist on the way home from work.

Examples of use which is **not** insignificant include an employee who:

- regularly uses the van to do the supermarket shopping;
- takes the van away on a week's holiday;
- uses the van outside of work for social activities

National Speed Limits for Vans. Vans are subject to lower national speed limits than cars on both single and dual carriageway roads. Vans are only allowed to travel up to 50 mph on single carriageway roads and 60 mph on dual carriageway roads. These speed limits are national limits. A lower speed limit will apply in built up areas and on many local roads. Where a lower speed limit is signed drivers must comply with those lower limits.

14. Mileage

Any employee driving on Company business is allowed to claim business mileage only - **no private mileage is allowed** (except for those employees described in the paragraphs below).

Ordinary commuting is travel between home (or any other place where your attendance is not necessary for the performance of your duties) and a place which counts as a permanent workplace. You are not allowed to claim mileage for ordinary commuting.

A permanent workplace is somewhere where you attend **regularly** for the performance of the duties of your employment. It is possible for an employee to have more than one permanent workplace at the same time. A temporary workplace is somewhere you go only to perform a task of limited duration or for a temporary purpose.

Zenith

The test of whether a workplace is permanent, is whether the employee attends the workplace frequently and the visits follow a pattern. The following are general rules to help establish whether a workplace is temporary or permanent:

- If an employee spends or is likely to spend, 40% or more of his or her working time at that particular workplace for a period that lasts or is likely to last more than 24 months it will be a permanent workplace;
- If an employee spends or is likely to spend less than 40% of his or her working time at that particular workplace for a period that lasts or is likely to last more than 24 months it will be a temporary workplace unless the visits to the workplace follow a pattern e.g. every Monday or each morning;
- If the employee is only likely to attend the workplace for a period that lasts, or is likely to last, less than 24 months, it will be a temporary workplace regardless of the amount of working time spent there (however see fixed term employment below);
- If the employment is for a fixed term at one site, this will be their permanent workplace regardless of whether the contract lasts for more or less than 24 months.

Business mileage can only be claimed for the following journeys. These are when, as part of your job:

- you have to travel from one workplace to another this includes travelling between your permanent workplace and a temporary workplace; or
- you have to travel to or from a certain workplace because your job requires you to; or
- you have to travel to or from home (or from any other place where your attendance is not necessary for the performance of your duties) from or to a temporary workplace where the distance travelled is greater than your ordinary commuting journey in which case business mileage can be claimed for the mileage travelled in excess of your ordinary commuting mileage.

Notwithstanding the above, business journeys **do not** include:

- ordinary commuting (as defined above); or
- private journeys which have nothing to do with your job; or
- travel to a temporary workplace where the distance travelled is the same as or less than your ordinary commuting journey. A journey that is for practical purposes substantially the same as your ordinary commuting journey is treated as if it were also ordinary commuting. Therefore, no business mileage can be claimed for that journey.

You cannot turn what is really an ordinary commuting journey into a business journey simply by arranging a business appointment or site visit along the way. Business mileage is only permitted for the cost of travel to a temporary workplace along the way where you can demonstrate that your attendance at that place was necessary on that occasion, in a real sense, to perform the duties of your employment. The personal convenience of the employee, or the employer, is not the factor that determines whether the journey qualifies for business mileage.

Some site-based staff are permitted, in accordance with their contract of employment, to claim mileage from their home to whichever site they are working on at the rates advised to them by their division, from time to time, provided that it is not expected that the site they are working on will be their place of





work for more than 24 months then they will be able to claim this as "business" mileage and should not be accountable for tax or NI on the payments they receive. If it is expected that a site will be your place of work for more than 24 months then it is classed as a permanent place of work and home to site mileage cannot be claimed as "business" mileage.

Any mileage allowance paid in excess of what is permitted by HMRC will be subject to income tax and national insurance.

Company car drivers and car allowance drivers may only claim business mileage in accordance with the **advisory fuel rates** as issued by HMRC from time to time. You will be notified by your division of these rates and of any changes to these rates as and when they occur. Mileage claims should be made on the Company's Mileage Claim Form together with the Company's Expenses Claim Form, must both be authorised by a department head/director. Claims must be made monthly. These forms and further information are provided in the Company's Expenses Policy.

Any other employee who may be required to drive their own vehicle on Company business may claim business mileage as defined above at the HMRC **authorised mileage allowance** rate in place at the date of the journey. Mileage claims should be made on the Company's Expenses Claim Form which must be authorised by a department head/director. Claims must be made monthly.

HMRC will allow **cash allowance drivers and non cash allowance employees who use their own vehicle for business journeys** (to the extent that they do not claim the full authorised mileage allowance rate) to claim tax relief on the difference between HMRC's advisory mileage rates (at the rate applicable at the date of the journey) and HMRC's own authorised mileage allowance rates. Any employee wishing to do this will need to contact HMRC directly. Revised rates will be notified as and when appropriate.

Employees with a Company fuel card will have to reimburse the Company every month for their private mileage (unless they have a contract of employment which entitles them to private fuel). Private mileage includes home to work journeys (as described above). Proper records must be kept to support the payment to the Company each month and a Mileage Claim Form must be submitted with the cheque for reimbursement along with an Expenses Claim Form. Payments must be made at least monthly, and failure to do so will mean that the card will be taken away and disciplinary action may be taken in accordance with the Company's Disciplinary Procedure.

Any employee in receipt of a company fuel card as a benefit, will be subject to benefit in kind tax, which will be accounted for via their P11D submission.



15. Useful Zenith Numbers

Please see below, a list of useful numbers for Zenith.

Quick reference

Breakdown & Recovery Call 24 Hours a day on

0330 134 8768 If your vehicle has broken down and you require assistance

Technical Enquiries

Call us on

0344 848 8077 If your vehicle has a persistent technical problem Accident Management Call 24 Hours a day on

0344 848 8080

If you have been involved in an accident and require assistance

Tyres Call us on

0344 848 8076

If your vehicle requires new tyres



Service & MOT Call us on

0344 848 8075

If you need to book an MOT or service

Windscreens Call us on

0344 848 8078

If you have damaged or broken glass and need a replacement



Appendix A - Additional Driver Authorisation Form

Details must be provided in respect of the employee and the individual applying to drive the company vehicle.

Name of employee	
Name of person applying to drive company vehicle	
Relationship with employee (children of employee are not allowed)	

Please supply the following details in respect of the employee and individual applying:

Convictions

During the last 5* years have you or anyone permitted to drive your vehicle been convicted of any motoring offence?

*11 years for "DR" offences

If yes, please provide details below:

	Employee	Other Driver
Name		
Offence Date		
Fine/Points		
Suspension Period		
Full Code (eg DR10)		





<u>Health</u>

Do you, or the other authorised driver, suffer from defective vision or hearing, or from any physical or mental disability, infirmity or disease or complaint of the heart, or any other condition which may impact your ability to drive?

If yes, please indicate below:

	Employee	Other Driver
Name		
Description		
Disability/Ailment		
Period of incapacity		
Remedial action		

We declare that the above is correct to the best of our knowledge and belief





Appendix B - Company Van User's Declaration

Division.....

I have read and understood Bellway's policy on the use of Company Vans.

I undertake not to use the Company van for private purposes and understand that breaching this undertaking could lead to disciplinary measures being taken against me in accordance with the Company's Disciplinary Procedure.

I undertake to maintain accurate mileage records to enable the finance department to ensure that the policy has not been breached.

I accept that, where it is considered a breach has occurred, then I may be liable to personal tax on the benefit which arises.

Signed

Name (Block Capitals).....

Date.....

