# Dŵr Cymru Cyfyngedig

# Car Save Salary Sacrifice Scheme Policy

Strictly Private & Confidential

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# 1. Introduction

The Dŵr Cymru Car Save salary sacrifice scheme is a discretionary benefit which offers eligible employees the opportunity to have up to two new Car Save Cars (one for yourself, and/or one for your spouse/partner) via a salary sacrifice arrangement, taking advantage of Income Tax and National Insurance savings delivered through this mechanism.

If you choose to join the scheme then you will need to agree to comply with the Terms and Conditions as detailed within this policy.

Dŵr Cymru reserves the right to change or cancel the provisions of this policy without notice from time to time and as the needs of the Company dictate. Car Save is a discretionary employee benefit, and the DCWW management team reserve the right to reject an application to join the scheme.

The scheme is managed by Zenith Vehicle Contracts Limited ('Zenith'). We have chosen Zenith on the basis of their expertise in providing this type of scheme to businesses across the UK. They will administer the provision of cars in accordance with this policy.

Please contact the Dŵr Cymru Account Management Team at Zenith on 0330 134 8775 or at <a href="mailto:carsave@zenith.co.uk">carsave@zenith.co.uk</a> if you have any questions about the scheme.

The vehicle will be owned by Zenith (or another financier for whom they act as agent) ("Owner"), and leased to Dŵr Cymru. We in turn supply it to you as a Car Save car under the scheme. If for any reason the Owner terminates our lease with it you will comply with the directions of, and if required return the vehicle to, the Owner.

By participating in the Scheme, employees could be able to make savings by paying less income tax and NI contributions (depending on the make and model of the car selected and personal tax circumstances).

Employees choosing to join the Scheme will need to agree to comply with the terms and conditions as detailed within this policy. Employees should note that the obligations outlined in this document apply to all drivers of both primary and secondary cars and the employee should ensure that all drivers are aware of these. Such obligations include, but are not limited to, compliance with law, compliance with insurance requirements, and appropriate treatment of the vehicle.

Dŵr Cymru Car Save Salary Sacrifice scheme reserve the right to change or cancel the provisions of this policy without notice from time to time and as the needs of the Company dictate.

Car Save is a discretionary employee benefit, and the DCWW management team reserve the right to reject an application to join the scheme.

The Scheme is managed by Zenith who will administer the provision of cars in accordance with this policy

Please Note: The tax and NI advantages detailed in this document are achieved through a salary sacrifice arrangement, under which your actual monthly gross salary will be reduced by the monthly amount applicable to the vehicle that you select.. Salary sacrifice rules are subject to changes in legislation made by the government which could erode or remove the tax benefits stated.



#### 1.1. Eligibility

The scheme is open to UK employees employed by Dŵr Cymru in the UK (excluding the Channel Islands) who:

- are on a permanent contract of employment;
- have been employed by Dŵr Cymru for 6 months or more and have successfully completed their probation period;
- have sufficient salary from which to sacrifice the amount required for the chosen car taking into
  account other potential salary sacrifices for pension etc (note that you cannot sacrifice your
  salary to below the level of National Minimum/Living Wage);
- meet the insurance eligibility criteria which can be found in the Insurance section of this policy;
   and
- comply with the Terms and Conditions of this policy.

Please note that any fluctuations in your salary which result in a change in your tax bracket will also impact on the effective net cost. For this reason we show figures for all tax brackets when drivers request quotes on the website.

When joining the scheme, Zenith will request that the main driver and any additional drivers of the vehicle to complete a data protection mandate which must be submitted in order for a driving licence check to be processed. If the main driver of the vehicle is your spouse/partner, then they must also complete a mandate. You will find details relating to the licence checking process on the Dŵr Cymru Car Save Salary Sacrifice scheme website provided by Zenith.

The vehicle will not be delivered until a licence check has been carried out and Zenith confirms that you/the main driver and additional driver are eligible to drive under the Terms and Conditions of the scheme insurance. Please be aware that should you/the main driver and additional driver fail to complete a data protection mandate, or the results of the driving licence check show that you/the main driver and additional driver does not meet the scheme criteria, you/they will not be allowed to join the 1.24cheme.

#### 1.2. Your responsibilities

## **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 collected by or passed to 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) 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
- 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
- Zenith's insurance provider
- conduct other transactions or services that you request in connection with the Services
- 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 conviction 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 <a href="https://www.zenith.co.uk/site1/pub/privacy.aspx">https://www.zenith.co.uk/site1/pub/privacy.aspx</a>

You must not give Zenith personal information about someone else (such as your spouse/partner) 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 them about this use of 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.

### 1.2.2. 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 Driver and Vehicle Licensing Agency ("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

#### Licence endorsement and suspension

For insurance purposes, you must inform Zenith and Dŵr Cymru (by email to <a href="mailto:carsave@zenith.co.uk">carsave@zenith.co.uk</a> and <a href="mailto:welshwaterHR@dwrcymru.com">welshwaterHR@dwrcymru.com</a> immediately if you, your spouse/partner or any additional nominated driver on the policy receives an endorsement to your/their driving licence while participating in this scheme.

1.2 Any driver participating in our scheme who is suspended from driving, whether yourself or your spouse/partner or another nominated driver, must CEASE driving with immediate effect and inform Zenith so that alternative arrangements can be made in respect of the car.

Failure to do so may result in action being taken under Dŵr Cymru's disciplinary policy.

#### **Traffic offences**

You are responsible for all parking fines, fixed penalties, camera offences, bus lane contraventions and 1.240 ngestion charges etc. 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 main driver of the vehicle by providing the issuing authority with the relevant name and address for appropriate re-direction. In cases where transfer of liability is not possible (for example all congestion charges, all bus lane fines and some parking fines) Zenith will be charged directly as registered keeper of the car. This cost will then be charged to you via your payroll with the addition of an administration fee of £25 plus VAT as a deduction from your net salary. Charges for fines or administration fees are NOT reclaimable via expenses.

In respect of moving traffic, parking fines, and speeding notification fines, Zenith will provide the requesting authority with details of the employee to whom the vehicle is allocated at the time of the offence. If liability has been transferred to the main driver of the vehicle and it needs to be further transferred to a nominated/additional driver, it will be the responsibility of the main driver to respond to the issuing authority and inform them of the name and address of the 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 nominated/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 policy.

1.25 lease 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 or your partner/spouse (as appropriate), as the main driver, know who is driving the vehicle at all times.

#### Vehicle checks

At Dŵr Cymru, 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. If you do not do this then any resulting charges will be deducted from your net salary.

Repair work may fall outside the terms of the maintenance arrangements included in the scheme. Always check with Zenith prior to work taking place. Repair work outside the maintenance arrangement will be charged to you and deducted from your net salary.

If there is a fault with the car which is a result of you not servicing the car in accordance with the manufacturers' recommendations, any costs incurred will be deducted from your net salary.

Failure to take proper care of the vehicle may result in withdrawing you from the scheme and/or action being taken under the company's disciplinary policy.

#### Required standards of driving

1.2.6. As you would expect, anyone driving a car through the scheme must comply with their legal obligations as a driver and keeper of a car as well as the requirements of the DVLA.

Further information can be found at <a href="https://www.gov.uk/government/organisations/driver-and-vehicle-licensing-agency">www.gov.uk/government/organisations/driver-and-vehicle-licensing-agency</a>.

# 1.2.7. Claiming for business mileage

Please note that due to HMRC viewing Car Save cars as a company car for tax purposes, a car selected under this scheme will be classed as a company car for the purposes of claiming business 1.2 mileage.

#### Other expenses

**1.2.9.** Apart from business mileage as set out under clause 1.2.7 you may not expense any other costs associated with the running and upkeep of the vehicle.

#### Smoke-free cars

As this is a Car Save car, you must not smoke in it at any time. This applies to all cars under the scheme, including any car ordered for your spouse/partner. It is an offence to smoke or allow others to smoke in the car and may result in a fine and/or prosecution.

A no smoking sign must be displayed at all times in the car 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, Dŵr Cymru prohibits the use of all smoking devices in any cars under the scheme.



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 or your partner/spouse (as appropriate), as the main driver, 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.

#### Overseas travel – only travel within approved European Countries permitted

#### 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 via the 1.2. Medministration link on the Zenith website and select "Request for Overseas Travel Documentation". 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 £6.50 +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:

- Letter of Authority and Original Vehicle on Hire Certificate (VE103) both essential when participating in the scheme
- European Motoring Assistance (including repatriation) and Foreign 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: <a href="www.gov.uk/government/organisations/foreign-commonwealth-office">www.gov.uk/government/organisations/foreign-commonwealth-office</a>.

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 <a href="https://www.theaa.com">www.theaa.com</a>.

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

If you have any further queries, contact Zenith on 0330 134 8775 or via carsave@zenith.co.uk

#### **Associated costs**

In addition to the monthly salary sacrifice, there are other costs which you may become liable for under the scheme. These are summarised below and detailed further within the associated sections of this policy document.

#### During your participation in the salary sacrifice scheme:

- Order cancellation (unless due to a change in the vehicle price after the order has been placed)
- Any traffic penalties incurred whilst driving the car (charges will include an administration fee)
- Uninsured excess for ALL vehicle accidents/incidents
- Accident management administration charge in the event of a car becoming a total loss as a
  result of an at fault accident. This will be equivalent to 10% of the market value of the vehicle
  prior to the loss or damage. The fee will be capped at £250 with a minimum once only fee
  payable of £100 to cover administration costs.
- Maintenance repair costs not covered by the maintenance arrangement please check with Zenith before arranging repairs
- Any hire vehicle required including fuel costs
- Documentation for overseas travel
- Increases in the cost of a Road Fund Licence, due to changes made by HMRC to VAT during the period

#### On return of the car at the end of your participation in the salary sacrifice scheme:

- Any damage that requires repair deemed to be outside the fair wear and tear rules as advised under the British Vehicle Rental and Leasing Association guidelines
- Excess mileage charges
- Any movement costs incurred
  - Should you decide to return your vehicle it must be returned on or before your leave date to a designated Zenith site. It is possible to return the vehicle yourself if you wish to but you MUST contact Zenith before returning the vehicle.

Alternatively you can arrange for Zenith to collect the vehicle from you and return it to the nearest locations. This will cost £1 + VAT per mile (minimum charge of 100 miles). This charge will be deducted directly from your net salary. Please note that we require a minimum of 3 working days to arrange a collection. Where the collection location is a DCWW site, you are responsible for making any health and safety arrangements to ensure that the collection is carried out in a safe environment.

#### If you leave Dŵr Cymru:

 You will be required to pay an early termination charge if you leave Dŵr Cymru before your salary sacrifice period ends (you may also be given the opportunity to buy the car or transfer to a personal agreement subject to confirmation from Zenith).

# 2. Scheme Parameters

### 2.1. Choice of vehicle and period

Employees will have the choice of taking up to two vehicles, for a period of either 24 or 36 months with a range of annual mileages from 5,000 to 40,000.

Your salary sacrifice will be based on your estimated annual mileage. If towards the end of the first 12 months after delivery of the vehicle you wish to adjust your salary sacrifice to more accurately reflect your actual travelled mileage with effect from the end of this 12 month period, Zenith can accommodate this. Zenith will contact you in the 11<sup>th</sup> month after delivery (and also the 23<sup>rd</sup> month in the case of a 36 month period) to confirm requirements.

Take time to assess your intended mileage. If the vehicle is returned with more than the estimated mileage you will be liable for an excess mileage charge to cover the expense of the additional depreciation and servicing costs incurred due to additional mileage. You will be responsible for payment of excess mileage costs and these charges will be deducted from your net monthly salary.

If you're unable to proceed with the mileage change, and your vehicle is returned with excess mileage, the charge for this will be deducted from your net salary. If the excess mileage charge will take your salary below the National Minimum/Living Wage if this is deducted in one month, HR will review this to potentially split over a set number of months. Zenith will advise you of any excess mileage deductions and will also give you the option to have the payment split over a period of months.

If you intend to use the vehicle for Dŵr Cymru business purposes, when selecting the vehicle you should consider how often you travel, whether you attend a lot of meetings off site and what the practical requirements are, e.g. carrying a number of files. Also consider the conditions in which the vehicle will be driven, and remember that you will be liable for any damage over and above the BVRLA guidelines (see section 10). Specifically consider the environments in which the vehicle will be used – Dŵr Cymru will not pay for any damage costs incurred as a result of driving on their sites. All Dŵr Cymru property should be kept in a locked boot out of sight when the car is unoccupied for any time.

If you have any further queries please contact Zenith on 0330 134 8775 or carsave@zenith.co.uk.

# 2.2. Secondary vehicles

You are able to order up to two vehicles through the scheme:

- Primary vehicle i.e. you will be the main driver of the vehicle
- Secondary vehicle i.e. your spouse/partner will be the main driver of the vehicle

Under the motor insurance policy, children cannot be main drivers of any vehicle sourced through the scheme. They can however be added as nominated occasional drivers (in line with the insurance policy rules). If you have any further queries please contact Zenith on 0330 134 8775 or carsave@zenith.co.uk.

#### 2.3. Use of car



Cars available through the scheme can be used for business use as well as social, domestic and pleasure. Business use for your spouse or partner is included, subject to the occupation being within the insurer's acceptance criteria.

You must not use the car, or permit the use of the car, for sporting activities or any form of competition without prior written consent from Zenith. You must not use the vehicle for hire or reward.

Please refer to the Insurance section for further details

#### 2.4. Vehicle accessories and optional extras

You may add any manufacturer fitted accessories or optional extras to the vehicle at the point of order, e.g.tow bars.

You must however obtain written consent from Zenith before carrying out any additional modifications or adding any accessory to the car post-delivery. If you do so without permission you may be asked to remove them at the end of the contract and to return the vehicle to its original state at your own cost.

#### 2.5. Personal taxation

Employees in receipt of a vehicle through the scheme will be taxed on it via a declaration of the taxable value of the car on your P11D statement. The P11D form is used to report all taxable benefits, known as benefits in kind (bik) to HMRC at the end of each tax year.

The amount of the nominal benefit upon which tax is charged depends upon the  $CO_2$  emissions (see Appendix 2) 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 in the list price are any optional extras that are added to the vehicle together with the associated costs of having them fitted.

Details will be displayed during the quoting process to confirm the amount of benefit in kind tax due for your chosen vehicle.

HMRC will be notified on a quarterly basis of the details of cars issued and cars returned. However, you should contact HMRC direct to make them aware of you joining or leaving the scheme, or of changing the car during a tax year. To do this, simply contact Dŵr Cymru's Tax Office as follows:

HM Revenue & Customs
South Wales Area
Ty Glas
Llanishen
Cardiff

**CF14 5YF** 

Dŵr Cymru Tax Reference Number: 948 W100B

Tel No: 0845 300 0627 or 0300 200 330

If you have any queries about benefit in kind tax, please contact Zenith on 0330 134 8775 or carsave@zenith.co.uk

#### 2.6. Changes to personal circumstances



Once you have committed to take part in the scheme, you must participate for the full term you chose for the use of the vehicle unless you leave Dŵr Cymru, in which case a penalty payment will be applicable.

If any of the following apply, you should consider carefully whether this Scheme is appropriate for you before you join:

- you are planning to take maternity/paternity/adoption leave
- you are on long term sickness leave
- you are planning to request a reduction in your working hours
- you are considering leaving the company or taking Selective Voluntary Severance (SVS)
- you anticipate a lifestyle change

Further information and terms and conditions of maternity/paternity/long term sickness are set out in 4.3, planning a reduction in your working hours in 4.4 and lifestyle changes in 4.7.

# 3. Vehicle ordering & delivery

#### 3.1. Ordering a car

Vehicles are to be ordered online via the Dŵr Cymru Car Save Salary Sacrifice Portal provided by Zenith. In addition to the vehicle quoting and ordering facility, the website contains:

- Answers to frequently asked questions (FAQs)
- Functions to compare vehicles, book a demonstration or track an existing order
- Service and maintenance information including online booking facilities
- Accident and insurance information
- General administration including overseas travel information
- Feedback section for employees to comment on the service from both Zenith and their suppliers

On the site a list of manufacturers available on the Car Save Salary Sacrifice scheme will be displayed. You can click on any of these manufacturers to view the model ranges available. Once a model has been selected the system will take you through to the quoting pages where you can tailor the term you choose to take the car, plus input your estimated mileage and insurance parameters, and add any options/colours/trims that you wish.

The Quote Summary page will display a breakdown of the costs associated with the quote, including the savings you will make on National Insurance (NI) and Income Tax, and the benefit in kind tax that you would pay on your chosen vehicle. Where possible Zenith will also provide a live quote comparison from an external source which shows what you might pay if you chose to take out a personal scheme from the retail market as opposed to participating in the Dŵr Cymru Car Save salary sacrifice scheme.

Once you have chosen a vehicle and completed the online order form this will be sent to DCWW Team for authorisation. You will receive email notification from Zenith when the order has been approved.

#### 3.2. Driving Licence check

All employees who take a car under the scheme and anyone declared as a main driver will have their driving licence checked. This process will be managed by Intelligent Data Systems UK Ltd (IDS) who



work in partnership with Zenith. IDS work directly with the DVLA to check individual licences on an annual basis, unless there is a requirement to check them more frequently.

You will be required to complete a data protection mandate on ordering a car under the scheme, which will enable IDS to work directly with the DVLA to check licences. Information received from the DVLA will be disclosed to Dŵr Cymru to ensure that eligibility criteria and 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 their Data Protection Licence revoked.

Please note the vehicle will not be delivered until the data protection mandate has been completed and processed. Processing takes four to five working days from correct completion of the mandate form.

It is your responsibility to ensure that any named drivers on your insurance policy are licensed to drive.

Please also see clause 1.2.1

#### 3.3. International Licence Holders

If you do not currently hold a UK/ EU licence but hold an international licence, you can only drive in the UK on your current driving licence for 12 months from the date you became resident in the UK. After 12 months you will need to apply to the DVLA and pass a driving test to drive legally in the UK.

It is your responsibility to obtain a UK driving licence within the agreed period of time, failure to pass your driving test within the time frame will result in the lease of the vehicle between Zenith and Dŵr Cymru being terminated and the vehicle being returned to Zenith, as you will not be insured to drive the car. Therefore you will incur an early termination fee.

Once you have passed the driving test and obtained a UK/EU licence it is your responsibility to advise Zenith as you will be required to complete a new driving licence mandate in order to carry out future licence checks during the remainder of the salary sacrifice period.

#### 3.4. Order cancellation

When you place your order you enter into a legally binding commitment to take the car under the scheme for the period you have chosen. If you wish to cancel your order before the car is delivered you will be liable for an order cancellation charge (unless due to a change in the vehicle price after the order has been placed). This charge will be a minimum of £40 +VAT administration charge in addition to any charges imposed by the dealership. Dealership cancellation charges will vary dependent upon the dealer, and also the colour/trim combination and specification of the vehicle on order. Dealers will usually only charge a cancellation fee if they feel they will not be able to easily reallocate the vehicle elsewhere. Zenith will advise you of any dealership cancellation charge which they feel may be imposed on your order due to the vehicle specification, and will make reasonable efforts to mitigate the dealership cancellation charge on your behalf.

#### 3.5. Amending an order



Once you have placed your order there is no guarantee that you will be able to amend it. Zenith make reasonable efforts to accommodate any changes but you will be liable for any costs incurred as a result.

You will not be able to make an amendment that results in you sacrificing your salary to below the National Minimum/Living Wage.

#### 3.6. 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 on 0330 134 8775 if any errors are identified.

In the majority of circumstances the order is price protected once placed. However, some manufacturers do not offer price protection. If there is a change of taxable list price, which will affect the price of an order, Zenith will contact you.

Each order will be progressed regularly and you will be kept informed, especially if the estimated lead-time changes.

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 that 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, 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 online.

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

## 3.7. Personalised registration number

Personalised or cherished number plates are permitted to be placed on vehicles, but all costs incurred as a result will be your responsibility, including any administration charges, purchasing new plates to display on the vehicle, any fees payable to any third parties etc. The applicable charges can be obtained from the Zenith team.

At the end of the contract or earlier termination, if you wish to retain the personalised registration number it must be removed <u>prior</u> to the collection or return of the vehicle. If the personalised registration number is not removed before the end of contract or earlier termination, the title to the personalised registration number will be deemed to have been passed to Zenith. Zenith will sell the vehicle with the personalised registration number, and it will pass to the new owner of the vehicle.



# 4. Leaving the scheme

#### 4.1. Resignation

Upon resignation you must immediately call Zenith who will advise you of your options, which are:

- Return the vehicle to Zenith and pay an early termination charge. The charge will be the higher
  of 40% of the outstanding lease costs due to the Owner by Dŵr Cymru, or 4 months' lease
  payments due to the Owner by Dŵr Cymru (except where that lease has less than 4 months to
  run, in which case the cost charged will be the remaining lease cost), plus any vehicle
  movement costs, excess mileage and/or damage charges
- Buy the vehicle outright for the current market value once the early termination fee and any
  excess mileage charges have been settled. If you opt for this then you will need to arrange your
  own insurance, maintenance and repairs, road fund licences etc.
- You may be able to take the vehicle over on a Personal Contract Purchase (PCP) arrangement, Zenith will support the facilitation of this option with a third party lender (at their discretion and subject to its credit scoring requirements) and keep the vehicle on a new personal agreement, once any termination costs have been settled with Zenith. The lease cost being based on the lease settlement cost plus a £250 administration fee. If you opt for this then you will need to arrange your own insurance, maintenance and repairs, road fund licences etc.

Please note: If you return your vehicle earlier than its agreed period of use, your allowed mileage will be pro-rated on a daily basis which could mean you incur excess mileage charges.

#### 4.2. Redundancy

If your role is unfortunately made redundant during your participation in the salary sacrifice scheme then you will have two options:

- Return the vehicle to Zenith. You will not be charged an early termination charge, however you may still be liable for excess mileage and/or damage charges if applicable.
- Buy the vehicle outright for the current market value, once any excess mileage charges have been settled. If you opt for this then you will need to arrange your own insurance, maintenance and repairs, road fund licences etc.

Selective Voluntary Severance (SVS) will be dealt with as a resignation for the purposes of this scheme, and subject to the options in point 4.1.

Please note: If you return your vehicle earlier than its agreed period of use, your allowed mileage will be pro-rated on a daily basis which could mean you incur excess mileage charges)

### 4.3. Maternity/paternity/adoption leave & Long Term Sickness/unpaid leave

Participation in the Scheme could reduce the amount of Statutory Pay, e.g. Statutory Maternity Pay that you are entitled to. If you are eligible for the Company Maternity/Paternity/Adoption/Occupational Pay/Company Sick Pay, then this will not affect you (whilst you remain eligible for such payments), unless you resign during your period of leave.

Factors you may want to consider if you are planning to take maternity/paternity/adoption leave are:

• If you do take maternity or adoption leave and are in receipt of statutory maternity pay (SMP) or Statutory Adoption Pay (SAP), although salary sacrifice amounts cannot be taken from SMP or



SAP the benefit will remain in place. You will continue to be responsible during payment of SMP/SAP for any charges incurred as a net deduction, (e.g. parking fines, damage charges, penalties etc). You will need to repay any charges in full when salary is in payment again. In the event that you have insufficient net pay to fund this, you agree to reimburse Dŵr Cymru for the outstanding balance.

If you do not return to work at the end of your maternity/paternity/adoption leave, you will be
classed as having resigned and therefore subject to the same arrangements as other leavers as
set out in 4.1 above. With regard to any net pay deductions due, in the event that you have
insufficient net pay to fund this you agree to reimburse Dŵr Cymru for the outstanding balance
before you cease employment.

Factors you may want to consider if you are planning to take unpaid leave or you are on long term sickness leave are:

- If you are in zero pay due to long term sickness or unpaid leave, although salary sacrifice amounts cannot be taken the salary sacrifice arrangement will remain in place. You will continue to be responsible during this period for any charges incurred as a net deduction (e.g. parking fines, damage charges, penalties etc). You will need to repay any charges in full when salary is in payment again. In the event that you have insufficient net pay to fund this, you agree to reimburse Dŵr Cymru for the outstanding balance.
- If you do not return to work following your long term sickness or unpaid leave for any reason then you will be classed as having resigned and therefore will have the options outlined under 'Leaving the Scheme' in clause 4.1 above. In addition to the termination costs you will be required to pay any charges that accrued during your long term sickness or unpaid leave and you agree to reimburse Dŵr Cymru for the outstanding balance before you cease employment.

## 4.4. Reduction in working hours

If you are planning to request a reduction in your working hours then you should consider carefully whether this scheme is appropriate for you before you join.

If you wish to request a reduction in your working hours for any reason and this is granted, your salary will be reduced accordingly. This may create the situation where the salary sacrifice causes your gross salary to fall below the National Minimum/Living Wage, which will mean you will no longer be eligible to participate in the scheme and have to return the car with the resulting termination charge payable as a result. Please note that when Dŵr Cymru is determining whether or not to agree to a request of a reduction in hours, it will consider a number of factors including the impact of agreeing to any such request on the affordability for you of participating in the Scheme in relation to the National Minimum/Living Wage requirement. Taking this all into account, you may choose to terminate the salary sacrifice and your participation in the Scheme, if a reduction in your working hours is preferable to you continuing to participate in the Scheme.

#### 4.5. Loss of licence

If you lose your licence for medical reasons you have the following options:

- Return the vehicle:
  - If the date you were notified of the loss of your licence was 90 days or more from the date the vehicle was delivered to you then you a £250 + VAT admin fee will be applicable, plus any excess mileage and/or damage charges.

o If the date you were notified of the loss of your licence was less than 90 days from the date the vehicle was delivered to you then you will be responsible for an early termination charge and a £250 + VAT administration fee plus any excess mileage and/or damage charges. The early termination charge will be the higher of 40% of the outstanding lease costs or 4 months' lease payments, except where that lease has less than 4 months to run, in which case the cost charged will be the remaining lease cost.

#### Keep the vehicle:

- Change the primary driver. If you wish to continue using the vehicle, you must provide written confirmation to Zenith of that and also identify who you wish to become the primary driver for motor insurance purposes. This option is only allowable on acceptance of the change of primary driver from the motor insurance provider.
- Buy the vehicle for the current market value, once the administration fee, any early termination fee and/or excess mileage charges have been settled. If you opt for this then you will need to arrange your own insurance, maintenance and repairs, road fund licences etc.

If you lose your licence for non-medical reasons you have the following options:

#### Return the vehicle:

 An early termination charge will be payable in addition to a £250 + VAT administration fee, any excess mileage and/or damage charges. The early termination charge will be the higher of 40% of the outstanding lease costs or 4 months' lease payments, except where that lease has less than 4 months to run, in which case the cost charged will be the remaining lease cost.

#### Keep the vehicle:

- Change the primary driver. If you wish to continue using the vehicle, you must provide written confirmation to Zenith of that and also identify who you wish to become the primary driver for motor insurance purposes. This option is only allowable on acceptance of the change of primary driver from the motor insurance provider.
- Buy the vehicle for the current market value, once the administration fee, any early termination fee and/or excess mileage charges have been settled. If you opt for this then you will need to arrange your own insurance, maintenance and repairs, road fund licences etc.

Please note: If you return your vehicle earlier than its agreed period of use your actual mileage will be pro-rated on a daily basis and compared to the mileage you selected. If you have driven more miles than requested you will incur an excess mileage charge at a cost per mile rate, which will be stated on your order

#### 4.6. Retirement

If you choose to retire you will no longer be in receipt of any salary from Sample and therefore your options are:

#### Return the vehicle:

 An early termination charge will be payable in addition to a £250 + VAT administration fee, any excess mileage and/or damage charges. The early termination charge will be the higher of 40% of the outstanding lease costs or 4 months' lease payments, except where that lease has less than 4 months to run, in which case the cost charged will be the remaining lease cost.



- Keep the vehicle:
  - Buy the vehicle for the current market value, once the administration fee, any early termination fee and/or excess mileage charges have been settled. If you opt for this then you will need to arrange your own insurance, maintenance and repairs, road fund licences etc.

#### 4.7. Lifestyle changes

HMRC accepts that certain 'lifestyle changes' may justify changing a salary sacrifice arrangement before the intended period has elapsed although 'lifestyle changes' is not defined by HMRC. If you consider a 'lifestyle change' may justify changing an existing salary sacrifice arrangement, then please contact Dŵr Cymru to discuss.

#### **4.8. Dismissal** (except on the grounds of ill health)

If during your participation in the Scheme you cease employment with Dŵr Cymru by reason of dismissal by Dŵr Cymru (except on the grounds of ill health) you must immediately contact Zenith who will advise you of your options, which are:

- Return the vehicle to Zenith and pay an early termination charge. The charge will be the higher
  of 40% of the outstanding lease costs due to the Owner by Dŵr Cymru or 4 months' lease
  payments due to the Owner by Dŵr Cymru (except where that lease has less than 4 months to
  run, in which case the cost charged will be the remaining lease cost), plus any vehicle
  movement costs, excess mileage and/or damage charges.
- Buy the vehicle outright for the current market value once the early termination fee and any
  excess mileage charges have been settled. If you opt for this then you will need to arrange your
  own insurance, maintenance and repairs, road fund licences etc.

# 4.7 Dismissal (on the grounds of ill health)

If you are dismissed by Dŵr Cymru on the grounds of your ill health during your salary sacrifice period then you will have two options:

- Return the vehicle to Zenith. You will not be charged an early termination charge but you may be liable for excess mileage and/or damage charges as applicable.
- Buy the vehicle outright for the current market value, once any excess mileage charges have been settled. If you opt for this then you will need to arrange your own insurance, maintenance and repairs, road fund licences etc.

# 5. Service, maintenance and repairs

#### 5.1. Breakdown and recovery

If the car breaks down within its warranty period (details can usually be found in the manufacturer's handbook) you should call the number of the authorised breakdown agency.

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

Breakdown and Recovery (24hrs): 0330 134 8768



If the 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.

If the callout is required as a result of Employee negligence (for example but not limited to misfuel, running out of fuel, tyre punctures from kerbing), the cost of the callout will be recharged to the Customer.

#### 5.2. Tyre replacement or repair

The cost of replacement tyres is included in the maintenance arrangements as part of the scheme (subject to terms and conditions). To arrange a tyre repair or replacement you must call **0344 848 8076** or book online using the link on the Service and 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 BEFORE it is replaced as Zenith will only replace a tyre that has 2mm or less tread remaining.

#### 5.3. Booking a service or repair

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

Zenith will arrange for the car to be collected and delivered back to you at an agreed location and time. (Where the collection location is a DCWW site, you are responsible for making any health and safety arrangements to ensure that the collection is carried out in a safe environment). 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.

If Zenith receive a manufacturer recall for your vehicle, depending on the severity of the recall Zenith will either phone you directly to book the vehicle in for repair, or carry out the recall repair when your vehicle is next due a service.

Should you have any questions or concerns regarding a manufacturer warranty or issue then please contact the above number.

#### 5.4. Repairs which are not covered by the scheme

The maintenance arrangements included in the scheme include routine servicing, replacement tyres, Road Fund Licences, air conditioning re-gas, collection and drop-off service, exhausts, batteries, brake pads and discs, worn wiper blades, and anti-freeze.



Any repair/maintenance work that is attributed to driver abuse or excessive wear and tear is not included. These repairs should be paid for by you. You should liaise directly with the repairing dealership and also pay for these repairs directly, but you must use Zenith's approved repairers.

You must not leave accidental damage unattended. Damage must be rectified as quickly as possible. You will be liable for the cost of any damage when you return the car and any damage charges will be deducted from your monthly net salary. Please see section 'End of Period – Returning the car' for further details.

If additional valeting and/or internal/external repair is required due to misuse, abuse, or negligence of the car, or smoking, then Zenith reserve the right to pass the additional costs incurred on to you via deduction from your net salary.

In the event than an employee or driver adds the incorrect fuel to their vehicle and the AA need to attend the vehicle, the cost to have the fuel drained from the vehicle is **not** covered under the maintenance arrangements. Payment for this will be the responsibility of the employee and will be recharged via the employee's net salary.

#### 5.5. Windscreen replacement

The cost of replacement windscreens is included in the maintenance arrangements as part of the scheme (subject to terms and conditions). 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.

#### 5.6. Technical enquiries

Zenith's technical team will be happy to help if you feel there is a persistent technical problem with the 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 and Maintenance page of driver website. If you believe your car has any mechanical problems, please report this as soon as possible.

# 6. Insurance

Vehicles ordered through the Scheme are covered by Dŵr Cymru's fully comprehensive business use fleet insurance arranged through Aviva Insurance UK Limited and brokered by Lloyd Latchford Group Limited trading as Lloyd Latchford Schemes.

**Insurer:** Aviva Insurance UK Limited.

**Policy Number:** This will be specific to each vehicle. An insurance certificate will be issued to you

following delivery of the car.

The policy provides cover against certain clearly specified events but in common with other insurances only against those events. For example the policy is not a 'maintenance arrangement' and does not provide cover for normal wear tear or deterioration. It is the employee's continuing responsibility and a condition of this policy that the employee ensures that the vehicle is adequately protected and kept in roadworthy condition.

#### 6.1. Qualifying participants



As part of the vehicle ordering process you will be required to confirm that the details within the insurer's 'Key Facts' are true and correct in order to confirm you qualify for the scheme insurance. The 'Key Facts' is a record of the information and Material Facts advised to Lloyd Latchford Group Limited trading as Lloyd Latchford Schemes via Zenith upon which the acceptance of the proposal for insurance and the calculation of the premium are based and which forms the basis of the contract of insurance between the Insured and Aviva Insurance UK Limited. If you do not meet the insurance criteria you must contact Zenith on 0330 134 8775 before placing your order/booking a demonstration vehicle in order to seek an individual premium on a referral basis. Please note there is no guarantee that this referral will be successful.

Please click here to view the Key Facts.

#### 6.2. Insurance cover

The scheme insurance applies to Dŵr Cymru employees and the spouse/partner of Dŵr Cymru employees aged between 18 and 65 who have held a full UK or EC/EEA driving licence for 24 or more hours.

Drivers must not have more than 2 category A convictions, and no more than 1 NCD prejudicial incident (fault) in the last 3 years, unless prior agreement has been obtained from the insurer.

If you are ordering a primary vehicle (i.e. you will be the main driver) you will automatically be covered for business use including social, domestic and pleasure. Subject to the occupation of additionally nominated and approved drivers being within the insurer's acceptance criteria, business use may also be included.

If you are ordering a secondary vehicle (i.e. your spouse/partner will be the main driver) the insurance policy covers your spouse/partner for all social domestic and pleasure use including driving to and from their permanent place of work. Subject to the occupation of your spouse or partner (or additionally nominated and approved drivers) being within the insurer's acceptance criteria, business use may also be included.

#### 6.3. Nominated additional drivers

You can request up to 2 permanent additional drivers (via the 'Accidents and Insurance' page of the driver website) such as partners and children – for social, domestic and pleasure use ONLY and provided they meet the requirements as outlined in the Key Facts. Nominated drivers must be over the age of 18 and have held their full driving licence for 24 or more hours. Please note that there may be an additional premium cost payable for any additional drivers – if applicable this cost will be advised by the scheme insurance broker upon receipt of the request.

Your insurance premium is derived taking into consideration the age of the youngest driver (Primary, Secondary or nominated), post code where the vehicle will be kept and the ABI vehicle insurance group. This is an integrated part of the online portal and vehicle restrictions will apply if a driver is aged between 18 and 29.

	AGE								
ABI Group Rate	18	19	20	21	22-24	25+			
1 – 11	Quotable	Quotable	Quotable	Quotable	Quotable	Quotable			



12 – 16	Insurance Quote Referred	Insurance Quote Referred	Quotable	Quotable	Quotable	Quotable
17 – 21	Insurance Quote Referred	Insurance Quote Referred	Insurance Quote Referred	Quotable	Quotable	Quotable
22 – 29	Insurance Quote Referred	Insurance Quote Referred	Insurance Quote Referred	Insurance Quote Referred	Quotable	Quotable
30 – 35	Insurance Quote Referred	Insurance Quote Referred	Insurance Quote Referred	Insurance Quote Referred	Insurance Quote Referred	Quotable
36+	Insurance Quote Referred	Insurance Quote Referred	Insurance Quote Referred	Insurance Quote Referred	Insurance Quote Referred	Insurance Quote Referred

#### 6.4. Excesses

In the event of a claim Aviva Insurance UK Limited will impose an excess of £250 (doubled to £500 for all claims for damage to and theft of a demonstration vehicle and increased to £400 if you are under the age of 25). You will be liable to pay the excess amount for each claim. Zenith will notify you when the charge is to be made and it will be deducted from your net salary. Please note that additional excess amounts will be imposed if your insurance premium has been set on an individual referral basis. Zenith will advise you of these additional excess amounts if applicable.

If the incident is the fault of a third party a claim for recovery of the uninsured loss, i.e. the excess amount, will be made by Zenith through their chosen third party provider. Any amounts recovered will be subject to an administration charge of 12.5% plus VAT. This will be deducted from the recovered amount.

# 6.5. Policy inclusions

The policy provides cover against certain clearly specified events. For example the policy is not a 'maintenance arrangement' and does not provide cover for normal wear tear or deterioration. It is your responsibility to ensure that the car is kept in a roadworthy condition.

The following list provides a brief overview of what is covered in the insurance policy:

- Damage to the employee's car
- Damage to third party vehicles and property
- · Injury to third parties
- Personal effects up to the value of £350
- Medical expenses up to the value of £350
- Personal accident benefits
- Child car seat cover, up to £100 per seat
- Free extended use of your car in the EU, up to a period of 60 days
- Loss or theft of keys:
  - o If you lose the vehicle keys or they are stolen, and we decide that it is necessary to replace the keys and locks to prevent the vehicle from being stolen, the insurance policy will cover this as long as you did not leave them in or on the vehicle when they were lost or stolen. Cover under this section of the policy will only apply if:

- the loss is reported to the police should the keys be stolen; and
- any party with a financial interest in the vehicle agrees to the replacement of the keys or locks
- Where applicable, the insurance will pay for the cost of replacing:
  - The door locks and/or boot locks
  - The ignition and steering lock
  - o The lock transmitter and central locking interface

Full policy wording can be found in the scheme insurance policy document available on the driver website in the "Accidents and Insurance" section.

# 7. Accidents and incidents

#### 7.1. 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 that 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 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
- The car registration number
- · Insurance policy number and insurer contact details

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

- Anyone has been injured
- Damaged cars 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 8072.

In the event of an accident, you may be liable for any charges arising. Such charges may include, but are not limited to a Zenith accident management fee of £250 in the event of a car becoming a total loss.

#### 7.2. Excesses

In the event of a claim Zenith will impose an excess of £250 (doubled to £500 for all claims for damage to and theft of a demonstration vehicle and increased to £400 if you are under the age of 25). You will be liable to pay the excess amount for each claim. Zenith will notify you when the charge is to be made and it will be deducted from your net salary. Please note that additional excess amounts will be imposed if your insurance premium has been set on an individual referral basis. Zenith will advise you of these additional excess amounts if applicable.

If the incident is the fault of a third party a claim for recovery of the uninsured loss, i.e. the excess amount, will be made by Zenith through their chosen third party provider. Any amounts recovered will be subject to an administration charge of 12.5% plus VAT. This will be deducted from the recovered amount.

All incidents logged are treated as a fault claim until Zenith receive a settlement cheque from the third party. The repairs will be actioned as quickly as possible at a Zenith approved repairers. Once Zenith receive the invoice from the repairing garage this will be presented to the third party as the 'loss'. Zenith will then credit back the insurance excess less the 12.5% administration fee once Zenith receive the settlement cheque from the third party. Please note that the average timeframe within the industry for a settlement is six months from the date the third party receive the invoice from the repairing garage. Zenith endeavour to resolve all claims as quickly as possible.

#### 7.3 Incidents

In the event that the 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 8072 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.

# 8. Health, safety and security

Responsible behaviour towards the use of cars provided under the scheme is essential, and disciplinary action may be taken where the condition of the car is unsatisfactory, and or irresponsible behaviour has taken place. Examples of irresponsible behaviour are detailed below:

- Leaving the vehicle unlocked whilst unattended at any time
- Allowing any unauthorised Driver to drive the vehicle
- Not follow any part of Dŵr Cymru's Driving at Work Policy
- Driving the vehicle without due care and attention



- Wilfully damaging the vehicle
- Leaving items on show in the vehicle causing theft which damages the car
- · Not keeping the vehicle in a clean and tidy condition at all times
- Failure to ensure that the car is in a roadworthy condition

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

#### 8.1. Vehicle checks

At Dŵr Cymru, 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. It may take some time to get used to not having to display a paper tax disc but 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 https://www.vehicleenquiry.service.gov.uk/.

#### 8.2. 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.

#### 8.3. 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 Dŵr Cymru 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 https://www.gov.uk/ which may be updated from time to time.

### 8.4. Planning a journey

Driver fatigue is a killer and every driver is personally responsible for ensuring that they are fit to drive. Dŵr Cymru 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

Remember that the Dŵr Cymru Driving at Work Policy applies to any journey for which business mileage expenses are claimed.

#### 8.5. Mobile phone use and hand held units

Mobile phones in cars must only be used by the driver when the vehicle is fitted with properly installed hands free connectivity. It is the driver's responsibility to ensure that, if required, the selected vehicle is capable of supporting this.

It is an offence to use a hand-held mobile phone or other similar device while driving. Offenders will be liable to a £200 fixed fine rising to a maximum £1,000, if the matter goes to court. Offenders will also receive six points on their licence.

You can also be taken to court where you can:

be banned from driving or riding



If you passed your driving test in the last 2 years, you'll lose your 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.

#### **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.

#### 8.6. 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.

### 8.7. 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.

#### 8.8. 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.

# 8.9. 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 is 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.



### 8.10. 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.

# 9. End of period – Returning the car

#### 9.1. Damage – fair wear and tear

#### What is fair wear and tear?

When a car is returned at the end of your salary sacrifice period it should be returned in a condition considered acceptable for its age and mileage allowing for fair wear and tear. 9.1.1.

At the end of your salary sacrifice period, the car 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 and Leasing Association (BVRLA) Fair Wear and Tear Guidelines (see below) will be charged to you together with collection charges via an invoice procedure or as a deduction from your net salary.

If you have any query about the amount to be charged you should raise this with Zenith immediately.

#### **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 is the responsibility of the car user. 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 carried out by the car user.

#### Servicing & Documentation

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

#### **BVRLA Fair Wear and Tear Guidelines**

Taking into account a car'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 salary sacrifice period.

Lack of attention to detail, abuse or neglect are the main reasons fleet cars 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

#### 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 charge 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 V5C vehicle registration document (where appropriate), 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.

#### 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.

#### 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 sight are acceptable provided they are repaired to a professional standard and the work is warranted.

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.

#### 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.

#### 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.

#### 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.

#### **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.



# **Appendix 1 - Contact list**

Account Management Team	Sam Maw 0330 134 8775 carsave@zenith.co.uk
Accidents	If you have been involved in an incident and require assistance please call 0344 848 8080
Breakdown and Recovery	If you have broken down and require assistance please call 0330 134 8768
Vehicle Maintenance	If the vehicle needs booking in for a service, repair, or MOT please call 0344 848 8075
Tyres	If the vehicle requires tyre replacements or repairs please call 0344 848 8076
Windscreens	If the vehicle has damaged or broken glass please call 0344 848 8078
Technical enquiries	If the vehicle has a persistent technical problem please call 0344 848 8077



# Appendix 2 - CO<sub>2</sub> benefit charges

The table below shows the company car benefit tax rates as a percentage of the manufacturer's list price that will apply (based on HMRC rates in 2016). Car  $CO_2$  emissions should be rounded down to the nearest 5g/km when emissions are above 100g/km.

#### Company Car Tax - CO<sub>2</sub> Emission Rates (2016/17 to 2019/20)

2016/2017				2017/2018			
CO <sub>2</sub> g/km	Petrol	Alternative	Diesel	CO <sub>2</sub> g/km	Petrol	Alternative	Diesel
0-50	7%	7%	10%	0-50	9%	9%	12%
51-75	11%	11%	14%	51-75	13%	13%	16%
76-94	15%	15%	18%	76-94	17%	17%	20%
95-99	16%	16%	19%	95-99	18%	18%	21%
100-104	17%	17%	20%	100-104	19%	19%	22%
105-109	18%	18%	21%	105-109	20%	20%	23%
110-114	19%	19%	22%	110-114	21%	21%	24%
115-119	20%	20%	23%	115-119	22%	22%	25%
120-124	21%	21%	24%	120-124	23%	23%	26%
125-129	22%	22%	25%	125-129	24%	24%	27%
130-134	23%	23%	26%	130-134	25%	25%	28%
135-139	24%	24%	27%	135-139	26%	26%	29%
140-144	25%	25%	28%	140-144	27%	27%	30%
145-149	26%	26%	29%	145-149	28%	28%	31%
150-154	27%	27%	30%	150-154	29%	29%	32%
155-159	28%	28%	31%	155-159	30%	30%	33%
160-164	29%	29%	32%	160-164	31%	31%	34%
165-169	30%	30%	33%	165-169	32%	32%	35%
170-174	31%	31%	34%	170-174	33%	33%	36%
175-179	32%	32%	35%	175-179	34%	34%	37%
180-184	33%	33%	36%	180-184	35%	35%	37%
185-189	34%	34%	37%	185-189	36%	36%	37%
190-194	35%	35%	37%	190-194	37%	37%	37%
195-199	36%	36%	37%	195-199	37%	37%	37%
200+	37%	37%	37%	200+	37%	37%	37%



2018/19				2019/20			
CO <sub>2</sub> g/km	Petrol	Alternative	Diesel	CO <sub>2</sub> g/km	Petrol	Alternative	Diesel
0-50	13%	13%	16%	0-50	16%	16%	19%
51-75	16%	16%	19%	51-75	19%	19%	22%
76-94	19%	19%	22%	76-94	22%	22%	25%
95-99	20%	20%	23%	95-99	23%	23%	26%
100-104	21%	21%	24%	100-104	24%	24%	27%
105-109	22%	22%	25%	105-109	25%	25%	28%
110-114	23%	23%	26%	110-114	26%	26%	29%
115-119	24%	24%	27%	115-119	27%	27%	30%
120-124	25%	25%	28%	120-124	28%	28%	31%
125-129	26%	26%	29%	125-129	29%	29%	32%
130-134	27%	27%	30%	130-134	30%	30%	33%
135-139	28%	28%	31%	135-139	31%	31%	34%
140-144	29%	29%	32%	140-144	32%	32%	35%
145-149	30%	30%	33%	145-149	33%	33%	36%
150-154	31%	31%	34%	150-154	34%	34%	37%
155-159	32%	32%	35%	155-159	35%	35%	37%
160-164	33%	33%	36%	160-164	36%	36%	37%
165-169	34%	34%	37%	165-169	37%	37%	37%
170-174	35%	35%	37%	170-174	37%	37%	37%
175-179	36%	36%	37%	175-179	37%	37%	37%
180-184	37%	37%	37%	180-184	37%	37%	37%
185-189	37%	37%	37%	185-189	37%	37%	37%
190-194	37%	37%	37%	190-194	37%	37%	37%
195-199	37%	37%	37%	195-199	37%	37%	37%
200+	37%	37%	37%	200+	37%	37%	37%



# **Appendix 3 - Insurance Key Facts**

**KEY FACTS** 

**Date of Issue**: Inception date of the policy

#### **Important Notice**

This Statement of Facts is a record of the information and Material Facts advised to Lloyd Latchford Group Limited (trading as Lloyd Latchford Schemes) via Zenith Vehicle Contracts Limited (trading as Zenith) upon which the acceptance of the proposal for insurance and the calculation of the premium are based and which forms the basis of the contract of insurance between the Insured and the named insurance company. A Material Fact is one, which the insurance company would regard as likely to influence their assessment and acceptance of this insurance.

Although this insurance contract is between the insured (as defined below) and the insurance company, this statement contains information presented by you, the main driver of the insured vehicle and a participant in the insured's motor insurance salary sacrifice scheme.

You should check this statement and if any of the information or the Material Facts are incorrect or if there are any other Material Facts you should disclose you should advise Zenith immediately. Failure to do so could invalidate your policy or result in a claim being repudiated.

The Insurance Company Aviva Insurance UK Limited

Policy Wording

As per the motor fleet insurance policy of Aviva Insurance UK

Limited, a copy of which is available from the Car Save Portal

Scheme Broker Lloyd Latchford Group Limited trading as Lloyd Latchford

**Schemes** 

Name of Insured Dŵr Cymru Cyfyngedig

Address Pentwyn Road, Nelson, Treharris, Mid Glamorgan

Postcode CF46 6LY

**Cover required** Fully Comprehensive

Excess level (Standard\*) £250

**Demonstration Vehicle Excess** 

Level (Standard\*)

£500

Windscreen cover Included subject to an excess of £75, payable by Zenith

**Primary trade or business**Supplier of drinking water and wastewater services to most of

Wales and parts of western England

If you do not meet the insurance criteria within this document you MUST refer to Zenith for permission to be included in the insurance policy PRIOR TO ORDERING YOUR NEW VEHICLE OR BOOKING A DEMONSTRATION VEHICLE. In the event that you are subsequently included in the scheme on a

<sup>\*</sup> this excess may be increased, so please check your policy document

referral basis there may be additional excess charges in place. You will be advised of these amounts by Zenith at the time of referral.

#### Vehicles covered

- As declared to us by you.
- Your vehicle is owned or hired and registered in the company name and leased to you and is permanently based within Great Britain unless otherwise declared by you to us.
- Your vehicle is not used to carry goods or passengers for hire or reward unless otherwise declared by you to us.
- Your vehicle does not operate airside or in close proximity to aircraft. Please refer to the motor fleet insurance policy document for clarification.
- Your vehicle does not carry explosive, inflammable, corrosive or toxic goods.

# Information and Material Facts advised to Lloyd Latchford Group Limited trading as Lloyd Latchford Schemes

Inception of this policy has been undertaken utilising the following assumptions.

You the Policyholder, as defined in the title of this policy, have:

- No convictions or criminal offences or pending prosecutions, other than motoring offences.
- Never been declared bankrupt/insolvent or the subject of bankruptcy proceedings.
- Never had a proposal refused or declined or had an insurance policy cancelled, been refused renewal or had special terms imposed.
- Not been reported to MIIC for non-compliance with the Motor Vehicles (Compulsory Insurance) (Information centre and compensation body) regulations 2003.
- Correctly declared your date of birth to Zenith.
- Understood that if you are placing a "secondary vehicle" order (i.e. where your spouse/partner will be the main driver of the vehicle) or you are booking a demonstration vehicle for your spouse/partner, you have correctly declared their date of birth and their relationship to you.

The following insurance criteria are also deemed to be true about you and anyone who may drive your vehicle:

- You understand that all drivers using your vehicle, including you, must be over the minimum age
  of 18.
- You, and all drivers who will use the vehicle, hold a valid full UK or EC/EEA driving licence and have done for one day or more.
- You are a UK resident and you have been in the employ of the insured for 6 months or more and successfully completed your probation period.
- To the best of your knowledge and belief:
  - Any person who will drive has not been convicted within the last 5 years of any of the following offences:

**AC Accident Offences** 

**BA** Disqualified Driver

DD Dangerous and/or Reckless Driving

DR Drink and/or Drugs (convicted in the last 7 years)

IN Insurance Offences

**UT Theft or Unauthorised Taking** 

NE Non-Endorsable Offences Leading to Disqualification

TT Disqualification under 'Totting Up' Procedure

XX Disqualification under 'Totting Up' Procedure

or has 7 or more penalty points on their licence.



- Any person who will drive has not had more than 1 (one) 'at fault' claims in the last three
  years. ('At Fault' claims are defined as any claim which would result in the loss of or
  stepping back of no claims discount (NCD) if NCD were not Protected).'
- Any person who will drive has notified the DVLA of any disability or medical condition and been granted a licence to drive.

IF YOU AND/OR YOUR SPOUSE/PARTNER AND/OR ANY NOMINATED ADDITIONAL DRIVER DO NOT COMPLY WITH POINTS ABOVE YOU <u>MUST</u> REFER TO ZENITH FOR PERMISSION TO BE INCLUDED UNDER THE INSURANCE POLICY PRIOR TO ORDERING YOUR VEHICLE OR BOOKING A DEMONSTRATION VEHICLE.

# FAILURE TO DO SO WILL INVALIDATE YOUR POLICY AND RESULT IN A CLAIM BEING REPUDIATED.

#### **Data Protection**

For Data Protection Act purposes your data will be held and processed for insurance administration. For this purpose the information may also be passed to selected third parties including other insurers, credit reference agencies and reinsurers. By entering into this contract of insurance, your employer who arranged this contract of insurance on your behalf, has confirmed your authority to disclose your personal data and to consent on your behalf to the processing of that data by the insurance company. You have a right to access (subject to limited exceptions) and if necessary rectify the information that the insurance company holds.

Insurers pass information to the Claims and Underwriting Exchange register, the Motor Insurance Anti-Fraud and Theft register and the Motor Insurance Database. These registers have been established to help check the information provided and also to reduce fraudulent claims. These registers may be searched when dealing with any request for insurance. Under the conditions of the policy, all incidents must be declared whether or not they result in a claim along with all amendments to vehicle schedule. This information will be passed on the appropriate registers as appropriate.

In order to protect the interests of our policyholders and to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the police.
- Check and/or file your details with fraud prevention agencies and databases.
- Undertake credit searches and additional fraud searches.

If you provide false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies and databases to prevent fraud and money laundering.

We can supply on request further details of the databases we access or contribute to.

#### IF ANY DETAILS SHOWN ARE INCOMPLETE OR INCORRECT, PLEASE CONTACT ZENITH.

Lloyd Latchford Schemes is a trading style of Lloyd Latchford Group Limited, who is authorised and regulated by the Financial Conduct Authority, reference number 496330. Address is Sunset Court, High Street, Princes Risborough, Bucks HP27 0AX (Co Reg No 5988054)

These details can be verified by visiting the Financial Conduct Authority (FCA) website at <a href="http://www.fca.gov.uk/register/home.do">http://www.fca.gov.uk/register/home.do</a> or by contacting the FCA on 0800 111 6768

