

MOTOR VEHICLE POLICY

INTRODUCTION

The purpose of this policy, which governs the use of motor vehicles, is to set out the basic rules for employees who are required to drive in the course of their employment.

The policy outlines the provision of motor vehicles and is designed to support safe and prudent use. Tayside Contracts' Drivers Manual sets out the rules, processes and regulations that Tayside Contracts' drivers must follow.

SCOPE OF POLICY

This policy applies to all Tayside Contracts' employees working at all levels and grades who are required to drive as part of their role.

A driver, or in the case of an item of plant, an operator is the person in charge or control of the vehicle or item of plant whether or not they are seated in it or whether or not it is moving.

DRIVER RESPONSIBILITIES

You are responsible for your own actions when in charge of a motor vehicle, regardless of whether it is a Tayside Contracts' vehicle, hired vehicle or your own vehicle and you must ensure that you comply with the terms of this policy.

The driver will be held responsible for any prosecutions, convictions or fines arising from their driving and is solely responsible for ensuring that they have the correct type of insurance for driving their own vehicles.

Authority to Drive

Contractual Drivers

Tayside Contracts defines a contractual driver as an employee who is predominantly required to drive as part of their job e.g. Roadworker and/or where driving is typically required as a means of managing workload e.g. Health & Safety Adviser.

You are required to complete, an Authority to Drive (ATD) Self Declaration Form and complete an Electronic Fair Processing Declaration via email every three years if you are contractually required to drive as part of your duties. In addition, you are required to produce the following document for inspection:

- A valid Photocard Driving Licence (or paper Driving Licence if issued in the UK prior to 1998).

Your ATD Form will be checked for completion by the appropriate manager in accordance with the Authorised Signatory List - HR and Payroll Related Expenditure.

Your manager will send your ATD form to the Transport Services Unit for processing and thereafter it will be recorded on Snowdrop (Tayside Contracts' computerised HR System) by the Business Support Section. Your Electronic Fair Processing Declaration will be used to check your driving licence with the DVLA biannually.

There will be random checks carried out to ensure that employees have valid business insurance, therefore employees must produce the necessary documentation when requested.

Non-Contractual Drivers

If you are not contractually required to drive but drive on an ad hoc basis in the course of your employment and exceed or are expected to exceed 500 miles annually, you are required to comply with the same driving licence checks detailed above as contractual drivers.

Fitness to Drive

You must surrender your Driving Licence to DVLA if:

- Your doctor tells you to stop driving for 3 months or more because of your medical condition
- You do not meet the required standards for driving because of your medical condition

You must tell the DVLA if you have a Driving Licence and:

- You develop a 'notifiable' medical condition or disability
- A condition or disability has got worse since you got your Driving Licence

Notifiable conditions are anything that could affect your ability to drive safely and some examples by the DVLA are:

- Diabetes or taking Insulin
- Syncope (Fainting)
- Heart conditions (including Atrial Fibrillation and Pacemakers)
- Sleep Apnoea
- Epilepsy
- Strokes
- Glaucoma

To check if you need to report your medical condition to the DVLA and find the relevant form and/or questionnaire, please visit www.gov.uk/health-conditions-and-driving.

If you are unsure how a medical condition may affect your ability to drive then you should contact the DVLA and/or seek advice from your GP.

Illegal Drugs/Prescription Drug Misuse

If you have a Driving Licence that entitles you to drive a car or motorcycle and have used illegal drugs or misused prescription drugs, you must complete form [DG1](#) and send it to DVLA.

If you have a Driving Licence that entitles you to drive a category C, category C1 or category D1 vehicle and have used illegal drugs or misused prescription drugs, you must complete form [DG1V](#) and send it to DVLA.

- You can be fined up to £1,000 if you do not tell DVLA about a medical condition that affects your driving and you can be prosecuted if you are involved in an accident as a result.

In all of the above circumstances, you must also inform your supervisor/line manager immediately. A meeting will be arranged with you, your line manager and a member of the HR Services Team to discuss how it impacts on your ability to carry out your role and you may be referred to Occupational Health for occupational assessment and advice.

Revoked Driving Licence and/or Restrictions

If you have had your Driving Licence revoked and/or restricted by the DVLA you are obliged to notify your supervisor/line manager immediately. Your supervisor/manager and a member of the HR Services Team will arrange a meeting with you to discuss the matter and you may be referred to Occupational Health for occupational assessment and advice.

Driving Licence Disqualification

If you are contractually obliged to possess a Driving Licence and are disqualified from driving you are obliged to notify your supervisor/line manager immediately. Your supervisor/line manager will notify their Head of Unit and a disciplinary investigation to establish the full circumstances and your ability to continue to carry out your role will commence.

Motoring Charges/Convictions

You are required to notify your supervisor/line manager as soon as practicable if you have been convicted of a motoring offence, are being investigated for, or have been charged with a motoring offence in accordance with Tayside Contracts Employee Code of Conduct.

Accidents

All traffic accidents which occur during working time and/or when driving on business, regardless of how minor you perceive it to be must be reported to your supervisor/line manager immediately or as soon as is reasonably and safely practicable. Your supervisor/line manager will follow the accident reporting procedure in accordance with the Occupational Health & Safety Policy and Accident Reporting Procedures.

Mileage and Expense Claims

You are expected to use the shortest or most appropriate and practical route while travelling on business.

In accordance with HMRC rules, you are only eligible to claim for fuel reimbursement when the mileage is incurred in the actual performance of your duties of employment or where it is necessary for you to attend a particular place on an occasion to perform your duties of employment.

Ordinary commuting cannot be turned into a business journey in order to claim mileage simply by arranging a business meeting somewhere on your way home, the business journey has to be necessary.

You are also not permitted to claim where the journey is made substantially for private purposes rather than for business purposes, however you are permitted to claim where the journey is primarily for business purposes with an incidental private purpose.

If you are authorised to make a business journey before either going to work or going home, the maximum you may claim is the lesser of the amount payable for actual miles travelled or the amount payable if the journey had started or ended at your normal place of work.

You are required to record your mileage accurately in order to submit an accurate Travel and Subsistence claim form. All claims, must be substantiated with evidence of the expense incurred and should be submitted for authorisation to the authorised signatory in accordance with the Authorised Signatory List - HR and Payroll Related Expenditure with clear VAT receipts including fuel receipts in support of claims by the 7th of the following month.

The authorised signatory is required to check, authorise and submit all claims to the Payroll Team by the 12th of the month. Failure to do so will result in claims not being processed with that month's payroll.

Failure to submit a Travel and Subsistence claim form by the end of the following month in which the mileage was incurred will result in the claim being time barred and as a result will not be paid, unless there are exceptional circumstances such as sickness absence.

Fuel receipts must reasonably pre-date, or be the date of the journey or up to a maximum of two months after in order for Tayside Contracts to comply with the Valued Added Tax (Input Tax) (Road Fuel Purchased by Employees) (Order) 2005. Expense claims will be returned to employees if appropriate VAT receipts are not attached.

Tayside Contracts has published standard mileage rates which are available for reference on the Intranet however you may choose to record the mileage on your vehicle speedometer or use the AA Route Planner.

Mileage will be reimbursed in accordance with the HMRC Approved Mileage Rates. The current rates are:

- On the first 10,000 business miles per tax year (45p per mile)
- On each additional business mile in excess of 10,000 miles (25p per mile)
- Motorcycles (24p per mile)

The rate reimbursed for lease vehicles is determined by the [HMRC Advisory Fuel Rates](#).

Hybrid cars are treated as either petrol or diesel cars depending on what fuel they require/use for this purpose.

The Advisory Electricity Rate for fully electric cars is 4p per mile. Electricity is not a fuel for car fuel benefit purposes.

The following rates per mile apply from 1 June 2019 and are reviewed by [HMRC quarterly](#):

Engine Size					
Petrol: 1400cc or less	12p	LPG: 1400cc or less	8p	Diesel: 1600cc or less	10p
Petrol: 1401cc to 2000cc	15p	LPG: 1401cc to 2000cc	9p	Diesel: 1601cc to 2000cc	12p
Petrol: Over 2000cc	22p	LPG: Over 2000cc	14p	Diesel: Over 2000cc	14p

Any suspicion of fraudulent claims will be investigated in accordance with Tayside Contracts Disciplinary Policy.

Excess Home to Base Payment

If Tayside Contracts changes your contractual place of work and this results in you paying more for travelling to work, you will be entitled to receive the excess cost i.e. the difference between your home to old base and your home to new base for a four year period.

The current rates for reimbursement, which are taxable are, Motor Vehicle (25p per mile), Motorcycles (24p per mile) or the additional cost of a standard public transport fare.

You will receive any entitlement as a lump sum payment paid in annual instalments for four years.

As an alternative and only when it is considered to be mutually beneficial, you may be provided with a Tayside Contracts' vehicle to travel to and from your new permanent work base for a period of up to 3 years.

Standby/Callout Expense Claims

Any travel to a permanent work base to perform standby or attend a call out which is outside normal working hours is deemed by HMRC as ordinary commuting, does not qualify for tax relief and Tayside Contracts will not reimburse you unless you are called out on more than one occasion within the 24-hour standby period.

If you are called out on more than one occasion within the 24-hour standby period, you may claim the mileage actually incurred on the second and any subsequent occasions or up to a maximum of £10 for a single journey if you travel by taxi.

All claims, must be substantiated with evidence of the expense incurred and should be submitted for authorisation to the authorised signatory in accordance with the Authorised Signatory List - HR and Payroll Related Expenditure with clear VAT receipts including fuel receipts in support of claims by the 7th of the following month.

If you are required to attend a location other than your permanent work base, the maximum you may claim is the lesser of the amount payable for actual miles travelled or the amount payable if the journey had started or ended at your normal place of work.

Penalty Charge Notice Protocol

If you incur a Penalty Charge Notice (PCN) during the course of your duties for Tayside Contracts, you are expected to pay the fine by the date specified on the PCN i.e. within the discounted period.

For further information, please refer to Appendix A.

DRIVERS OF TAYSIDE CONTRACTS' VEHICLES

Tayside Contracts has a wide variety of vehicles which are driven by professional drivers during the course of their duties.

Tayside Contracts' Vehicle Usage

A Tayside Contracts' vehicle may be available at your contractual base for business use i.e. to travel to sites, other depots and meetings when:

- You are regularly required to transport equipment and/or material and;
- The vehicle is suitable for the type and image of the job role you carry out and;
- It will optimise efficiency in the delivery of our services.

The Head of Unit must give prior approval for a vehicle to be provided in the above circumstances.

For further information, please refer to Appendix B.

Driver Identification Fobs

If you are a regular driver of Tayside Contracts' vehicles, you will be provided with a driver identification fob which you must use at all times when driving a Tayside Contracts' vehicle fitted with GPS.

Pre-start Checks

You must carry out and record a Pre-start Check before driving any Tayside Contracts' vehicle including when operating specialist plant, machinery and towing trailers for the first time each day, which should take you approximately 15 minutes or 6 minutes for a car derived van.

You are entitled to claim payment, at the pre-determined rate, for one pre-start check per day providing it has been carried out prior to your normal start time. Any pre-start checks carried out during the course of your normal working day should still be recorded however they are not eligible for payment.

All employees required to drive a Tayside Contracts' vehicle will receive appropriate training on how to complete a pre-start check and how to claim payment for a pre-start check. If you require refresher training you should contact your supervisor/line manager.

You are required to report any Tayside Contracts' vehicle defects timely in accordance with Tayside Contracts Drivers Manual and record the outcome of the check in the vehicle Pre-start Check Book.

Vehicle Damage

Any vehicle damage including accidental damage must be reported to your supervisor/line manager immediately or as soon as is reasonably and safely practicable.

Medical Examination for Vocational Drivers

If you are required to drive a category C, category C1 or category D1 vehicle, you are required by DVLA to renew your driving licence every five years and sign a declaration to show you still meet the medical standards up to age 45. However, if you passed your test before 19 January 2013 you will not come under the new rules until you are due to renew your driving licence.

After age 45, in order to renew your driving licence you are required to provide a medical examination report every five years or as DVLA stipulate, until you turn 65 when a medical is required annually.

Driver medicals will be carried out by Tayside Contracts occupational health provider and paid for by Tayside Contracts. The Occupational Health Physician will carry out a medical examination and complete the appropriate DVLA form which will be given to you to send to the DVLA.

In exceptional circumstances and where prior approval has been given by the HR Manager, an employee may have their medical carried out by their own GP.

Driver Certificate of Professional Competence (Driver CPC)

If you are required to drive minibuses and vehicles over 3.5 tonne Gross Vehicle Weight (GVW), you will be required by legislation to obtain and hold a Driver Certificate of Professional Competence.

After you have passed the initial qualification you will get a driver qualification card (DQC) from the DVSA, which you must legally carry while driving an in scope vehicle.

Thereafter you are required to undertake 35 hours training over a 5-year period which will be facilitated by Tayside Contracts.

You can be issued with a £50 fixed penalty for driving professionally without your DQC.

Conditions of Tayside Contracts' vehicle Use for Home to Base

If you are allocated a Tayside Contracts' vehicle under the excess home to base provision, you must primarily be required to use it for business journeys. No private use of the vehicle, other than for ordinary commuting and limited insignificant private use as defined by HMRC, is permitted at any time.

Insignificant private use is considered to include (but is not restricted to) stopping at a shop on your route to/from work.

Use of a Tayside Contracts' vehicle for regular supermarket shopping, or for any social activity or private journey is not considered to be insignificant private use and is not permitted in any circumstances.

Standby/Call Outs

All employees who are contractually required to respond to standby/call outs are personally responsible for their own travel to their standby base. If required, access to a Tayside Contracts' vehicle will be available at the contractual standby base and/or the nearest secure Tayside Contracts' depot to the employee's registered home address.

TAYSIDE CONTRACTS POOL VEHICLES

There are a small number of vehicles within certain Units classed as pool vehicles which are managed within the Unit and only available for designated employees to use. If you require information on pool vehicles or are unsure whether or not you are entitled to use a pool vehicle you should contact your supervisor/line manager.

LEASE VEHICLES

Tayside Contracts has a Lease Vehicle Scheme which may be available to employees who have had annual business mileage greater than 1,500 miles per annum in each of the previous three financial years or expected to have over three financial years.

The Scheme is based on a contract hire agreement between Tayside Contracts and the Contract Hire Company, which enables Tayside Contracts to provide a fully maintained car for use by eligible employees in connection with Tayside Contracts business. The employee makes a fixed monthly payment to Tayside Contracts in respect of their private use of the vehicle.

The car will normally be hired for a three year period and any approved business mileage undertaken in the hired vehicle will be reimbursed at the appropriate HMRC Advisory Fuel Rate.

For further information, please refer to the Lease Vehicle Scheme available from the Transport Services Unit.

USE OF PRIVATELY OWNED VEHICLES ON TAYSIDE CONTRACTS BUSINESS

You are solely responsible for the maintenance, tax and business insurance of any private vehicle you drive on Tayside Contracts' business and are encouraged to carry out a basic visual check of the vehicle prior to business journeys.

SAFETY

Speeding

Speeding is against the law. By law, the vehicle's registered keeper will be sent a notice of intended prosecution within 14 days of the alleged speeding offence.

When Tayside Contracts receive such a notice, Tayside Contracts will identify the driver of the vehicle and respond to the notice with the name and current postal address of the driver. The driver of the vehicle is responsible for paying the fine.

The minimum penalty for speeding is a £100 fine and 3 penalty points added to your Driving Licence however speeding whilst driving a Tayside Contracts' vehicle also impacts on Tayside Contracts Operator's Licence.

The national speed limits are displayed in all Tayside Contracts' vehicles and all drivers are required to comply with these limits.

Furthermore, speed limiters which are designed to reduce accidents are fitted to the majority of Tayside Contracts' vehicles.

Smoking

In accordance with Tayside Contracts' Smoking Policy you are not permitted to smoke in any Tayside Contracts' vehicle. You are also not permitted to smoke within your own vehicle when travelling with a passenger on Tayside Contracts business. This includes e-cigarettes.

Alcohol and Drugs

In accordance with the law, it is illegal for any individual to drive a vehicle whilst under the influence of alcohol, illegal drugs, New Psychoactive Substances (NPS), commonly referred to as legal highs or any other substances.

Any suspicions regarding being under the influence of alcohol, illegal drugs, New Psychoactive Substances (NPS) or any other substances will be dealt with in accordance with Tayside Contracts' Substance Misuse Policy.

Mobile Phones

The use of hand held mobile phones is strictly prohibited whilst driving any vehicle. Any individual who is caught holding a handheld mobile phone or similar handheld device may be issued with a fixed penalty of 6 points and a £200 fine by Police Scotland.

In addition, it is possible that you could be charged with failing to have proper control of your vehicle whilst driving and in serious cases you could be prosecuted for careless or dangerous driving.

If your case goes to court, you could be disqualified from driving and get a maximum fine of £1,000. Vocational drivers could get a maximum fine of £2,500.

If you are a vocational driver, a warning letter will be triggered by DVLA, warning you of the risks of continued use of hand-held devices whilst driving. The letter will inform you that in addition to the fixed penalty and endorsement, you may be required to attend a meeting with a Traffic Commissioner. If you commit a second or further offence of this nature you will be referred automatically to a Traffic Commissioner for a conduct review. An outcome of this review could be a suspension of your vocational entitlement.

Hands Free Kit

You are encouraged not to use Bluetooth or a hands-free kit as it may distract your ability to drive safely. If you are required to make or receive a phone call whilst driving you should stop in a safe location.

Seatbelts

In accordance with the law, all drivers and passengers are required to use the seatbelts provided.

Passengers in Tayside Contracts' Vehicles

The number of passengers carried must not exceed the number of seatbelts provided in the vehicle. Only other employees and individuals on Tayside Contracts business are permitted to be transported in Tayside Contracts' vehicles.

POLICE SCOTLAND AND OTHER EXTERNAL REQUESTS

Tayside Contracts will comply with requests from Police Scotland and other road safety bodies when official requests are received for driver information.

VEHICLE TRACKING POLICY

GPS may be accessed in accordance with the Vehicle Tracking Policy to identify who was driving a vehicle, where and when a vehicle was used, whether a vehicle was speeding and other relevant data.

POLICY VIOLATIONS

Failure to comply with this, or any other employment policy, may result in individuals being investigated and disciplinary action taken against them in accordance with Tayside Contracts' Disciplinary Policy.

In addition to disciplinary action it should be noted that there may be additional implications for employees as follows:

Insurance Implications

Any use of a Tayside Contracts' vehicle or hired vehicle in violation of this policy will not be covered by Tayside Contracts' insurance policy. If you use a Tayside Contracts' vehicle for any **unauthorised** personal journeys you may be declared uninsured and therefore personally liable for any charges, claims or costs which result from that use.

RELATED POLICIES

The Motor Vehicle Policy links to the following policies which can be accessed on the Intranet, or requested from your line manager or from the HR Admin Team:

- [Car Parking Policy](#)
- [Disciplinary Policy](#)
- Drivers Manual
- [Employee Code of Conduct](#)
- [Smoking Policy](#)
- [Substance Misuse Policy](#)
- [Occupational Health and Safety Policy](#)
- [Vehicle Tracking Policy](#)
- [Whistleblowing Policy](#)

The above list is not exhaustive.

CONSULTATION

Tayside Contracts' recognised Trade Unions have been fully consulted on this employment policy.

POLICY REVIEW

The Motor Vehicle Policy will be reviewed at three yearly intervals, or as required by legislative changes.

Unless otherwise specified, the information on penalty points, fines and HMRC rates are correct at the date of CMT approval but may change.

DATA PROTECTION LEGISLATION

Tayside Contracts respects the privacy of our employees, any personal data processed during the application of this policy will be in line with Data Protection Legislation. Further information on how we may process personal data for the purpose of applying this policy can be found in our Privacy Notice.

Should you have any queries or require further clarification regarding any aspects of this policy or related policies please contact, HR Services on 01382 812721 or employment.policies@tayside-contracts.co.uk

If you would like this document translated into another language or in another format such as audio or large print then please contact Angie Thompson, Equalities and Communications Manager on 01382 834165 or angie.thompson@tayside-contracts.co.uk

Appendix A

PENALTY CHARGE NOTICE PROTOCOL

- If you incur a Penalty Charge Notice (PCN) during the course of your duties for Tayside Contracts, you are expected to pay the fine by the date specified on the PCN i.e. within the discounted period.
- When Tayside Contracts receives a PCN from a car parking provider, Tayside Contracts will identify the driver of the vehicle and provide the name and current postal address of the driver to the car parking provider. The PCN will then be passed to the employee and a copy will be retained by Tayside Contracts Transport Services Unit.
- If you wish to challenge a PCN, you should follow the procedure detailed on the PCN. The challenge should be submitted to the car parking provider as soon as possible following the issue of the PCN to ensure that, should the challenge be unsuccessful, the discounted rate still applies (most Council car parking providers will extend the discounted period following an unsuccessful challenge however private car parking providers may not).
- In exceptional circumstances and where you believe that there are reasonable grounds for Tayside Contracts to pay the fine, in full or part, you should, as soon as possible following the issue of the PCN, write to the Managing Director detailing the circumstances. You should not delay paying the PCN and should obtain and keep the receipt you received following payment.
- If the Managing Director believes that the circumstances surrounding the issue of the PCN were exceptional and there is justification for Tayside Contracts to pay the fine in full or part, the HR Manager will be consulted and a collective decision will be made.
- Each case will be considered on its merits and only truly exceptional cases will be approved for reimbursement, for example, a PCN incurred following attendance at a training event or similar whereby the train you were travelling in on the return journey was delayed or broke down and you were unable to return to your vehicle by the expected time.
- Tayside Contracts will not reimburse a PCN if you park a vehicle on double yellow lines or in a disabled bay (assuming you do not have a 'Blue Badge').
- The Managing Directors' decision is final and there is no right of appeal.
- Should it be decided that you will be reimbursed for the parking fine incurred, either in full or part, the HR Manager will send an email confirming this to the Payroll Team. You should then claim the relevant amount on a [Travel and Subsistence claim form](#), attaching the payment receipt.
- No payment will be made without a confirmation email from the HR Manager.

Appendix B

TAYSIDE CONTRACTS' VEHICLE USAGE – PROTOCOL

A Tayside Contracts' vehicle may be available at your contractual base of work for business use i.e. to travel to sites, other depots and meetings when:

- You are regularly required to transport equipment and/or materials and;
- The vehicle is suitable for the type and image of the job role you carry out and;
- It will optimise efficiency in the delivery of our services.

Within the Construction Division, this will generally apply to employees at Project Agent, Workshop Supervisor and Assistant Quarry Manager level and below.

Within the Facilities Services Division, this will generally apply to Facilities Officers and below.

Employees at grade 11 and above are not expected to utilise operational, Tayside Contracts branded vehicles and instead are expected to utilise a vehicle which projects a suitably professional image to the public and our Clients.

The Head of Unit must give prior approval for a vehicle to be provided in the above circumstances.

Appendix C

USEFUL CONTACTS

Organisation	Website	Telephone Number
Driver Hire	https://www.dhdashboard.co.uk	
Driver and Vehicle Licensing Agency (DVLA)	https://www.gov.uk/contact-the-dvla	Driving Licence Enquiries: 0300 790 6801 Drivers Medical Enquiries: 0300 790 6806 Vehicle Tax and Sorn Service: 0300 790 6802
Driver and Vehicle Standards Agency (DVSA)	www.tan.gov.uk	Driver CPC: 0300 123 7721 Other Enquiries: 0300 123 9000 Driving Test Enquiries: 0300 200 1122 Vehicle Operator Licensing: 0300 123 9000