

## Lease Car Policy (F-029)

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*Policies should be accessed via the Trust intranet to ensure the current version is used*

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## 1. INTRODUCTION

This document sets out the eligibility criteria, terms and conditions of the lease car scheme and the duties of the Trust and the employee.

## 2. SCOPE

This document covers all staff including directors, consultants and senior managers.

## 3. POLICY STATEMENT

The Trust may make a lease car available to staff who require a vehicle to fulfil their duties. However employees have no automatic right to a lease car and the decision to allow a member of staff to participate in the scheme lies solely with the Trust.

## 4. DUTIES AND RESPONSIBILITIES

### Chief Executive

To assure the Board that this policy is acted on through delegation to the appropriate business units and committees.

### Trust Board

To ensure that this policy is acted on through delegation of responsibility for the development and implementation of the policy to the appropriate directors and committees.

To ensure the policy, procedure and guidelines comply with UK law requirements.

To ensure the policy and procedures are monitored and reviewed formally through the appropriate committees, e.g. TCNC.

### Directors and Assistant Directors

The directors and assistant directors will ensure that this policy is acted on through a process of policy dissemination and implementation in collaboration with Trust senior managers.

### Senior Managers, Managers and Clinicians

Ensure all staff within their area of responsibility are informed about the contents of this and other associated policies and procedures.

### Human Resources

The Human Resources Team will provide appropriate technical advice and support.

### Managers

Before any member of staff uses a vehicle for official Trust business, managers are responsible for ensuring that:

- they hold a current driving licence
- ensuring staff are given time at work to complete and submit expenses claims
- ensuring staff are given access to a PC to use the expenses system
- checking the accuracy of claims submitted to them
- that all the required information is included on the claim
- that the expenses claimed are in accordance with their normal duties
- receipts are scanned and attached when appropriate, ensuring they are confident that scanned receipts are valid and unaltered
- approving claims for payment in a timely manner to ensure prompt payment

## Employees

All employees are responsible for:

- Ensuring that they hold a current driving licence
- Reporting any legal infringements including driving offences, disqualification and driving bans
- ensuring that the vehicle has a current MOT certificate, if applicable, and has been properly maintained
- ensuring that all expenses claimed are wholly and necessarily incurred in the course of their duties

## 5. PROCEDURES RELATING TO THE POLICY

### 5.1. Eligibility

Employees have no automatic right to a lease car and the final decision will lie with the Trust

#### Chief Executive

The chief executive is eligible to apply for a lease car regardless of business miles covered.

#### Executive Directors

Executive directors (those who report directly to the chief executive) will be eligible to apply for a lease car regardless of business miles covered

#### Senior Staff and Medical Consultants

Senior staff (Grade 8c and above or those on a medical consultants contract) will be eligible to apply for a lease car regardless of business miles covered.

#### Staff

To be eligible for a lease car, staff must cover at least 1500 business miles per annum.

### 5.2. Costs

The total cost of the vehicle will consist of the following charges:

- Lease rental
- Membership of a recovery service
- Relief vehicle – for mechanical failure only
- Road fund licence
- Maintenance costs including
- Servicing and breakdown
- Insurance premiums
- National Insurance cost
- Scheme administration

### 5.3. Trust Contribution for Staff

The Trust contribution will consist of:

An annual contribution towards the cost of the vehicle based on the business mileage undertaken by the employee except in the case of senior, medical consultants, directors and chief executive (as defined further in this policy).

The current level of the Trust contribution is:

- 1500-2999 miles                      £1,200
- 3000-5999 miles                      £1,500

- 6000 miles and above            £1,800

These rates are subject to regular review

Employees' business mileage may be monitored by the Trust on an annual basis to ensure that the correct level of contribution is being paid. Reimbursement for business miles are 15 pence per mile for petrol engines and petrol/hybrid engines/PHEV and 12 pence per mile for diesel engines and diesel hybrid/PHEV engines. This is payable to the lease car driver (upon receipt of monthly travel claim). These rates are correct at time of publishing but are subject to change (in line with HMRC Guidelines). Please refer to Travel Rates Policy.

#### **5.4. Trust Contribution for Senior Managers (Grade 8c and above) and Medical Consultants**

The Trust contribution will consist of an annual contribution towards the cost of the vehicle, which is currently £2200. Reimbursement for business miles are as section 5.3.

#### **5.5. Trust Contribution for Executive Directors and Chief Executive**

The Trust contribution will consist of:

- The National Insurance costs associated with the vehicle
- An annual contribution towards the cost of the vehicle which is currently £5279 (executive directors)
- Chief executive allowance is £6000
- Reimbursement for business miles are as section 5.3

#### **5.6. Employee Contribution**

The employee will be charged the difference between the total cost and the Trust contribution. In addition, the employee will be responsible for any other expense associated with the vehicle, e.g.

- All insurance excesses, unless on Trust business, including excesses incurred by an authorised driver e.g. family members.
- Any damages that are not covered by the insurance policy.
- Any damages discovered following inspection at the end of contract.
- Excess mileage charges.
- Optional extra/fitted accessories.
- Mechanical damage caused by the employee's negligence.
- Penalty fines (speeding fines, parking tickets etc.)
- Administration fees issued by leasing company for processing of penalty fines.
- Petrol/Diesel.
- Oil and other fluids required for topping up between service intervals.

The employee contribution can be adjusted during the period of the lease to meet increases/decreases in the following:

- VAT
- Insurance premiums
- Road fund licence
- Business mileage
- Private mileage
- Scheme administration fee – may be increased annually in line with inflation

Or by other legislative provisions

The combination of business and private mileage determines the lease rental and the Trust contribution. If, therefore, either business or private mileage varies from the estimate given when the agreement is initiated, an adjustment will be made to the level of contribution from the Trust

and/or the employee. This may be following a known/reported change in mileage; a mileage review or at the end of the lease contract.

### **5.7. Lease Rental**

The leasing company calculates the lease rental based on the employee's total annual mileage. It is, therefore, important that the estimated business miles and private mileage is as accurate as possible when completing the application form.

**Employees who exceed their total mileage should inform the car leasing department so that the lease rental can be adjusted. Failure to do so will result in the employee receiving an excess mileage charge at the end of the contract period.**

The lease rental includes servicing in accordance with the manufacturer's schedule, routine maintenance and membership of a breakdown/recovery service and the annual road fund licence.

### **5.8. Contract Period**

The contract period shall run for three years, although shorter or longer periods can be negotiated in exceptional circumstances. At the end of the contract period, the employee can:

- Return the vehicle and lease a new one (subject to their manager's approval)
- Purchase the vehicle
- Return the vehicle and make their own transport arrangements

### **5.9. Private Use of the Vehicles**

The vehicle may be used for social and domestic purposes by the employee and the employee's family. The employee must ensure that the lease car administration department have been informed of the name of anyone who is to be added as an authorised driver, and that the relevant online licence check has been carried out (details of which can be obtained from the car leasing department) The information provided from this check will determine whether they will be given permission to drive the vehicle.

### **5.10. Choice of Vehicle**

The employee can choose any make of vehicle providing their manager agrees that the vehicle is suitable for business use. In the Net Zero plan for all NHS organisations all NHS organisations are expected to restrict the availability of high emission vehicles. Certain limitations may be applied around the CO<sub>2</sub> emission figures and a cap of 120 grams will be applied.

Although employees will normally be provided with a new vehicle, the Trust reserves the right to offer a car that is not new if it has been released following the termination of use by another employee. In such cases the following terms will apply:

The period of use will be based on the unexpired portion of the lease period.

### **5.11. Process**

Staff wishing to participate in the scheme should first discuss the issue with their line manager to establish if their manager will support their application. Contact should be made with the lease car department who will provide an enquiry form for completion and approval.

The lease car scheme document and application form is available from the Car Leasing document store on the intranet. If required an appointment can be made to visit the car leasing department to discuss any aspect of the scheme.

### **5.12. Quotations**

The Car Leasing Department will prepare quotations from an approved application form normally within five working days. Quotations will include all cost implications including lease, insurance, administrative costs, NI and income tax. Cars will be sourced from the most cost effective supplier on the National Contract.

Taking into account end of lease damage charges, customer service and overall lease experience, the most cost effective supplier may not always be the lowest cost quotation. Where this is the case, the Car Leasing Department will inform you of the options including the lowest supplier quotation as well as the most cost effective from previous experience and make recommendations so that the requestor can make an informed decision as to their preferred option. Copies of all quotes will be kept with the lease car department and will be available upon request.

### 5.13. Car Order

On return of a signed acceptance of quotation form and approval from the Budget Holder, the Trust will order the vehicle. The vehicle will be ordered from the Trust's list of nominated dealers. The Car Leasing Department will inform staff of any changes or delays regarding the order, e.g. if there is an increase in monthly payments due to an increase in the annual rental or a manufacturer's price increase. If the vehicle is not available as specified, staff will be informed of the options available. In any of the above cases staff may cancel the order and choose another vehicle. However, if there are no alterations to the original quote then the order cannot be cancelled and a termination fee may be payable.

### 5.14. Delivery of new cars

The Car Leasing Department will contact staff when the new vehicle has arrived. Delivery will be arranged to suit you (home, base etc). It will be delivered by the dealership who will do a full hand over if required. On delivery of the vehicle staff should carry out a careful inspection to ensure it is the correct specification and in "as new" condition. Signing for the vehicle confirms that the employee is satisfied with the vehicle specification and condition.

Staff will be given the manufacturer's hand books and also the leasing company hand books which will give details relating to the vehicle including the terms and conditions. New staff will also be issued with an insurance certificate and accident management details. Any other relevant information will be given at the time of collection. Staff who currently have a lease car and whose new car cannot be supplied before their current lease expires, will either have their lease extended or be provided with a loan car.

### 5.15. Accessories

Staff wishing to fit accessories after delivery of the vehicle (for example, a tow bar) must contact the Car Leasing Department to confirm the following:

- The items fitted are correct for the purpose
- They are fitted by an experienced fitter
- Any damage caused by the fitting or removal of the accessories will be deemed to be the staff's responsibility
- Accessories fitted after delivery of the vehicle will be done so at the staff's expense.

### 5.16. Insurance

Fully comprehensive insurance is arranged by the Trust and will cover staff with a Trust lease car for Trust business, Trust commuting (to a single place of work) and private use. This insurance does not cover you to drive other vehicles other than the lease car. **Business and commuting cover is only for the business and commuting use of Humber Teaching NHS Foundation Trust (your lease car cannot be used for the business and/or commuting off/to any secondary employment or any private business use).** Additional drivers can be added to the insurance (currently at no additional charge), However, cover is restricted to social, domestic and pleasure and commuting to one place of employment only (no business cover ). To add or remove any additional driver from the insurance, please contact the Car Leasing Department. The Trust reserves the right to deny access to the vehicle or impose conditions to anyone who they feel is a risk. Therefore, we carry out a driving licence check with the DVLA on all Trust staff and additional

drivers who wish to drive the lease car. This is done on-line via DVLA. Staff must inform the Car Leasing Department of any convictions or endorsements imposed upon themselves or any member of their family who will be driving the vehicle.

The insurance policy currently carries the following accidental damage excess:

- £100 for each accidental damage claim, but:
- £350 for drivers aged 17 to 20
- £300 for drivers aged 21 to 24
- £300 for drivers aged 25+ who have held the licence for less than 12 months
- Drivers with more than six points on their licence, or various conviction codes may incur a higher excess – please contact the car leasing department for details

**Employees will pay the insurance excesses for all accidents involving their vehicle where they are not the driver.**

Where the vehicle has been loaned to another employee of the Trust for business purposes the Trust will pay the excess.

It is the employee's responsibility to ensure that only Trust employees or "authorised" drivers are allowed to drive the vehicle and that the vehicle is not used for competition or motorsport activities.

#### **5.17. Accidents**

Damage to the vehicle or third parties must be reported to the insurer. Details of insurer contact details and insurance certificate will be issued with all new cars, and also each year by the lease car department. The insurance agent/accident management company will assist in arranging an estimate and repair of the vehicle. You will need to tell them your insurance policy number and vehicle registration number.

#### **5.18. Accident details**

When involved in an accident employees should take note of the following:

- The name and address of the other driver(s) and vehicle owner(s) if different.
- The name and address of each witness.
- The injury to yourself or other people involved.
- The damage to the vehicles involved or to property.
- The name and address of the other driver's insurance company and policy number.
- The registration numbers of the other vehicles.
- The speed of the vehicles involved.
- The width of the road, road markings and signs, state of the road surface and weather conditions.
- Whether the other drivers and passengers were wearing seat belts.
- If the accident happened at night or in poor visibility.

#### **5.19. Vehicle Theft/Break In**

In the event of the vehicle being stolen, employees must contact the Accident Management Service as well as the police who will issue you with a crime number.

If the vehicle has been broken into or recovered and is in an illegal or unsafe condition, the Accident Management Company will ensure that you have a temporary vehicle until all repairs have been completed.

If the vehicle is safe to drive, but has a smashed window, employees should contact the approved glass repairer, detail of which is provided with their insurance certificate.



In the event of Trust property being stolen staff should inform their manager, as Trust items are not covered by the insurance policy.

#### **5.20. Mechanical Breakdown**

In the event of a mechanical breakdown of the vehicle, staff should call out their recovery service who will attempt to repair the vehicle at the roadside. If this is not possible, they will take the vehicle to an approved repairer. If a relief vehicle is needed and the recovery service or garage cannot provide one the Car Leasing Department will arrange a vehicle for you.

#### **5.21. Service and Maintenance**

It is the employee's responsibility to ensure that the vehicle is serviced in line with manufacturers' recommended intervals and any mechanical problems are rectified as soon as they happen. This also applies to broken windscreens. Failure to do so will result in costs being incurred by the employee.

Servicing and repairs must be carried out by a dealer approved by the leasing company and the Car Leasing Department.

Staff must book their vehicle in to the servicing department under the name of the leasing company. If a courtesy car is required the service should be booked about two weeks before the service is due as courtesy cars are always in demand. The service card or documents need to be presented when the vehicle is left with the dealer. You will also need to present your insurance certificate before taking the courtesy car.

#### **5.22. Tyres, Batteries and Exhausts**

Normal wear of these items are covered by the lease, if they need replacing take the vehicle to the outlet approved by the leasing company.

Punctures are covered by the lease and the leasing company, however damage to tyres due to kerbing or pothole damage are not covered and will be recharged back to the Trust, which in turn will be recharged to the employee.

#### **5.23. MOT**

An MOT certificate is only required when the vehicle is three years old. Ask the servicing dealer to send the certificate to the leasing company as they cannot issue a road fund licence without it and your vehicle will be illegal. Staff will need to arrange an MOT before the vehicle is returned at the end of the lease or if the lease is extended beyond the three year period. If the vehicle cannot be taxed because the MOT has not been done the employee will be fined the relevant fine plus the leasing company's administration fee.

#### **5.24. Driving and Traffic Offences**

All fines, including Parking Charge Notices (PCNs), Notice of Intended Prosecution (NiPS) etc, for driving offences are the employee's responsibility. Any notifications, (other than Police Notifications (Speeding etc)), that are received by the Trust will either be scanned and e.mailed to the Lease Car driver to action accordingly, or driver details will be sent to the issuing authority for them to contact the driver direct. It is the drivers responsibility to pay or appeal these fines. The Car Leasing Department must be kept updated on progress of these notices by the driver. The Trust reserves the right to pay any fines that are not actioned in time, or where an employee is not available or does not reply, and to re-charge this to the employee via salary. All fines and penalty notices are sent initially to the Leasing Company (as owner of the car), who in turn nominate the Trust. This can cause a delay from the offence date until the Trust receives the notification.

With regards NiPs (speeding fines etc), the Car Leasing Department will inform the lease car driver of receipt and confirm who was driving at the time of the offence. These are then returned to the issuing Police Authority with driver details. The Police Authority then contact the driver direct with details and options (fine, points, driver awareness course etc)

### **5.25. Foreign Travel**

Staff wishing to take the vehicle out of the UK will require:

- A letter of authority from the leasing company
- A hired vehicle certificate (VE103A)
- Fully comprehensive insurance cover

In most cases these can be arranged through the leasing company. There may be a charge made for this service. You will need to contact the leasing company at least 2 weeks before you travel to enable them to get the relevant forms to you.

Please make yourself aware of foreign driving rules. There may be extra things you need to take with you such as a warning triangle, high visibility vest, spare bulbs, first aid kit, Gb stickers etc. – check before you go.

If employees have difficulty arranging travel documents they should contact the Car Leasing Department at least 28 days before departure.

### **5.26. Road Fund Licence**

The new vehicle will be taxed when it is delivered. Renewals are made automatically. As Tax Disks are no longer issued, to check the status of your Road Tax and/or MOT, please go to [www.gov.uk/check-vehicle-tax](http://www.gov.uk/check-vehicle-tax).

### **5.27. Inland Revenue (HMRC)**

The Inland Revenue is informed when an employee joins the lease scheme. Staff must also inform the Inland Revenue that they have a lease car. Contact the Car Leasing Department if further advice is needed. The Trust makes an annual return to the Inland Revenue of all employees who have a lease car.

### **5.28. Driving Licences**

The need to obtain DVLA confirmation that a driver is still licenced to drive has come about as a result of the Corporate Manslaughter Act which came into being April 2008. Our insurers have informed us that seeing the paper licence is no longer adequate (due to various fraudulent actions by drivers, in other organisations, to get round the fact that they have been disqualified) and that the Trust can only rely on a DVLA declaration. Due to this advice it is now Trust policy to check licences annually with the DVLA in order to ensure that only those members of staff who are legally allowed to drive are allowed access to a Trust vehicle. This is now done on-line.

On completion of the application form, and each year, staff will be asked to do an online licence check for themselves and named drivers – the car leasing department will contact staff with details of how to go about this.

Failure to do this will be a breach of Trust policy and will result in the application not being processed and may lead to the right to participate in the scheme being withdrawn.

### **5.29. Maternity Leave**

Staff who are taking maternity leave can continue to use their lease car and continue to pay for it via their monthly salary deductions. The terms of the contract will remain the same.

Staff who have a period of unpaid maternity leave but still wish to use the car can either have their contribution adjusted when they return to work, or can be invoiced on a monthly basis. Staff will still be liable for company car taxation as the vehicle will be available for private use.

Staff who decide to return the vehicle at the commencement or during maternity leave, can do so without any financial penalty. Written confirmation will be required from the line Manager to indicate

that they are aware that the car is being returned. Staff wishing to return to the leasing scheme on their return to work will be required to complete an enquiry form and gain the approval of their Manager.

### **5.30. Relief Vehicle**

The scheme entitles staff to a relief vehicle if their lease car is in need of mechanical repair. Usually the repairer will provide a courtesy car, or a vehicle will be provided by the Car Leasing Department. The vehicle provided may not be of similar size, value or specification to your current lease. In all cases the vehicle provided will be suitable for your business use. Costs relating to a relief car that is provided due to "at fault" accidental damage or neglect will be the employee's responsibility.

When a vehicle is off the road for mechanical repair, maintenance, insurance repair etc the repairer will usually provide a courtesy car (if available). The vehicle provided may not be of similar size, value or specification of your current lease vehicle. In all case, the vehicles provided will be suitable for your business use. All relief vehicles/courtesy cars will be covered on the Trust insurance, so no additional payments will need to be made to the repairer for such. Relief vehicles must be returned with the same amount of fuel that they were delivered with, otherwise the repairer will charge for such, which will be recharged to the driver.

### **5.31. Use of Mobile Phones while Driving**

In February 2007 the law governing the use of hand held mobile phones whilst driving was changed.

From 27 February 2007 it is an offence to use a hand-held mobile phone while driving a vehicle on the highway or any other road to which the public have access. It should be noted that under the new law "driving" includes periods where the driver is stationary at traffic lights or during short hold-ups that may occur during a typical journey. The new offence will carry a fixed penalty of up to £200 and six penalty points. The fine could increase if this went to court.

Some recent legal cases against drivers who cause accidents while using their mobile phone have led to drivers being imprisoned.

Recent studies have shown that using a mobile phone while driving adversely affects driver performance in a number of areas:

- Maintenance of lane position
- Maintenance of appropriate speeds
- Maintenance of appropriate distances between vehicles
- Reaction times
- Awareness of other traffic

The Trust's position regarding the use of mobile phones is that staff must not make or receive calls or texts that involve the use of a hand held device while driving on business journeys.

If you need to answer or make a call then you must park up where and when it is safe to do so and switch off the engine

### **5.32. Termination of Scheme Participation**

The employee's participation in the lease car scheme will terminate immediately upon:

- Termination of his/her employment by the Trust
- The employee's retirement
- The employee being disqualified from driving

The Trust may, at its discretion, remove an employee from the scheme if:

- The employee breaches any of the scheme's conditions
- The employee is absent from normal duties for an unreasonable period
- The employee's duties are changed and it is no longer necessary to undertake business travel

If any employee moves to another health services organisation, the lease vehicle may be transferred to the new organisation providing agreement is obtained from the Trust, the new employer and the leasing company.

In the event of the employee's voluntary termination of the lease car before the end of its contract (including resignation, normal retirement, summary dismissal, voluntary change of job where the employee will no longer meet the criteria), where the Trust is unable to re-allocate the employee's lease vehicle, then the employee will be liable for any financial penalties stipulated by the leasing company. Early Termination Fees are based on the monthly rental charge from the leasing company (not the monthly cost to the staff member). If returned in year 1, it is five months' rental; if returned in year 2, it is three months' rental, and if returned early in year three, it is one month's rental.

The Trust reserves the right to take any such costs from salary/final salary.

### **5.33. Return of Vehicle**

At the end of the contract, the vehicle should be returned to the Car Leasing Department for inspection and collection. Delivery of a new car will be arranged to coincide with the return of the current vehicle. The Car Leasing Department will carry out an inspection of the returned vehicle and staff will be asked to sign an appraisal form to confirm the condition and mileage of the vehicle. This form will be used to assess any recharges. If the vehicle is not in the condition described in the leasing company's fair wear and tear booklet, the employee will be charged for the damage. The vehicle must also be clean inside and out. Digital pictures may also be used to confirm any damage to the vehicle. The Trust reserves the right to take any such costs from salary.

### **5.34. Return of Vehicle**

At the end of the contract, arrangements will be made to collect the car from you. Cars must be returned clean inside and out, with both keys, service books, locking wheel nut, rear parcel shelf, charging leads etc (anything that was present with the car from new) and at least ¼ tank fuel (or full charge if electric). If you are getting a new lease car, delivery of a new car will be arranged to coincide with the return of the current vehicle. The collection Agent will carry out an inspection of the returned vehicle and staff will be asked to sign an appraisal form to confirm the condition and mileage of the vehicle. This form will be used to assess any recharges. If the vehicle is not in the condition described in the leasing company's fair wear and tear booklet, the employee will be charged for the damage. Digital pictures may also be used to confirm any damage to the vehicle. The Trust reserves the right to take any such costs from salary.

### **5.35. Employee Responsibility**

The employee is responsible for the following:

- Keeping the car in a clean condition, both externally and internally, at the employee's cost
- Arrange servicing of the vehicle in accordance with manufacturer's recommendations
- Carrying out regular checks to ensure oil, coolant, battery, brake and clutch fluids, tyre pressures and conditions of tyres etc., are all in accordance with the manufacturer's recommendations
- Reporting any defect or malfunction in the vehicle promptly to the service agent

### **5.36. Company Car Taxation**

As the lease vehicle is made available for private use, employees may be liable for company car taxation. The amount of income tax payable will depend on a number of factors, the list price of the

chosen vehicle, the CO<sub>2</sub> emission of the vehicle and the amount employees contribute for private use.

If employees select a vehicle with a lower CO<sub>2</sub> emission, the amount of income tax payable will be lower than that of a vehicle with a higher CO<sub>2</sub> emission. It is worth noting that vehicles will have an increased amount of Income Tax in the subsequent two tax years. This could mean a significant increase. It is therefore important that employees think carefully about the vehicle they choose because they will keep it for three years.

When the Car Leasing Department provides a quotation employees will be informed of the tax liability for the forthcoming three years and also the CO<sub>2</sub> emission of the vehicle. If employees are unsure as to which vehicles have low emissions then they can contact the Car Leasing Department.

The company car taxation system is constantly being reviewed by the government. Every effort is made to ensure the information in this booklet is updated when changes occur. If you are unsure of any aspect relating to the taxation system then contact the car leasing department before making a commitment to having a lease car.

When the Car Leasing Department provide a quotation employees will be informed of the tax liability for the forthcoming year and also the CO<sub>2</sub> emission of the vehicle.

## **6. EQUALITY AND DIVERSITY**

The Trust aims to ensure that all of its policies are equitable with regard to age, disability, gender, race, religion and belief or sexual orientation.

An Equality Impact Assessment has been carried out by the author, which confirms that this policy does not impact on any equality group.

## **7. IMPLEMENTATION AND MONITORING**

This policy will be disseminated by the method described in the Document Control Sheet.

The implementation of this policy requires no additional financial resource.

Overall responsibility for this document sits with the director of finance.

## **8. MONITORING AND AUDIT**

This policy will be monitored to ensure equity and parity across the Trust.

The Car Leasing Department will ensure compliance with all aspects of their service provision.

Any changes required will be referred back to the Trust Consultation and Negotiation Committee.

## **9. REFERENCES TO ANY SUPPORTING DOCUMENTATION**

None

## **10. MONITORING COMPLIANCE**

See Document Control Sheet.

## Appendix 1: Safety Information

# SAFETY INFORMATION

### Mobile Phones

Mobile phones are now an integral part of everyday business life. However, using them while driving can significantly impair your driving; this includes the use of hands-free kits.

From 27 February 2007 it became an offence to use a hand-held mobile phone while driving a vehicle on the highway or any other road to which the public have access. It should be noted that under the new law “driving” includes periods where the driver is stationary at traffic lights or during short hold-ups that may occur during a typical journey. The new offence will carry a fixed penalty of up to £200 and six penalty points or £100 and three penalty points. The fine could increase to £1000 or more if this went to court.

Driver tips on mobile phone usage:

- Ensure the message-taking facility on your mobile is activated.
- Never receive or make calls or texts whilst driving.
- Check for messages and return necessary calls once parked.
- If your mobile phone rings and it is practical and safe to pull over, ensure the car is safely parked and the engine is switched off before answering the call.

### Driving at Work – use of Mobile Phones

The Trust’s position regarding the use of mobile telephones whilst staff are undertaking driving at work activities, is that staff **must not** make or receive calls that involve the use of a hand-held telephone or hands-free device whilst driving at work. See the Driving at Work Policy.

### Drink Driving

The Trust’s position regarding drink driving is that staff are responsible for ensuring they do not consume alcohol which may adversely affect their ability to undertake driving at work activities safely. See the Driving at Work Policy.

Most people know about the dangers of drink driving – killing or injuring yourself or others. However, do you know the limits and punishments?

The current limits are as follows:

35 micrograms of alcohol per 100 millilitres of breath

**or**

80 milligrams of alcohol per 100 millilitres of blood

**or**

107 milligrams of alcohol per 100 millilitres of urine

It is impossible to attribute an amount of alcohol directly to the limits set down because different amounts of alcohol affect different people in different ways. This leaves us with the unanswered question – how many pints of normal strength beer are equal to the breath limit? To stay safe and to keep peace of mind it is better that we do not drink at all.

Being below the legal limit is no guarantee that your driving ability will not be impaired. In fact, alcohol can give false confidence in your ability to drive.

At 50% above the limit, the chances of being involved in a fatal or serious accident are five times higher than those of a completely sober driver. However, twice over the limit and that figure rises to twenty times higher. To be safe – **don’t ever drink and drive ever.**

Once we have had a few drinks the only thing that will reduce our alcohol level is time and plenty of it. Our bodies can only metabolise one unit of alcohol per hour (the equivalent of a half-pint of ordinary strength beer).

After drinking in the evening, you could still be over the limit the following morning, or even much later in the day. There have been cases where people have been convicted of drink driving when they had not had a drink for 24 hours. Black coffee or hangover medicines might make us feel better, but they will not bring our alcohol level down any quicker.

Should the police have reasonable cause to suspect an offence, they have the power to request a sample of breath from any person who is driving, attempting to drive or in charge of a motor vehicle either on a road or in a public place.

In addition, the police now have the authority to arrange for a doctor to attend the scene of an accident and take blood samples from unconscious or incapacitated drivers without their consent. The sample cannot be tested until the subject is fit enough to provide consent – although anyone refusing to allow a sample to be tested is liable for prosecution.

The punishment for drink driving is decided by magistrates within certain guidelines. For example, the recommended punishment for driving or attempting to drive with excess alcohol is as follows:

- Fine – up to £5000 and/or up to six months' imprisonment
- A criminal record
- Mandatory disqualification for at least 12 months for first offence, **or**
- Mandatory disqualification for at least three years for second offence within 10 years

### **Summer Driving**

Spring and summer time motoring may not carry quite so many potential hazards as winter driving but there are still a number of precautionary measures and steps that all drivers must consider at this time of the year.

Spring is when the ravages of winter and months of neglect begin to show on the car. A thorough inspection and some basic repairs inside and out can help avoid costly and time-consuming repairs later on and may also avoid the possibility of a breakdown.

### **General Summer Driving Tips**

- Have your car serviced according to your manufacturer's handbook.
- Check the operation of all exterior lights. All headlights and indicator lenses must be free from any damage such as a crack or missing glass or plastic. Remember to keep the lights clean.
- Check front and rear wiper blades for wear or splitting.
- Clean the windscreen, windows and mirrors. Fill the windscreen washer bottle using a screen wash additive to clear traffic film and dead insects.
- Tyre condition should be checked (including the spare) for tyre pressure and legal tread depth. The current minimum legal tread depth for cars and light commercial vehicles (up to 3500kg GVWR) is 1.6mm.
- Ensure tyres are properly inflated in accordance with the manufacturer's handbook (can cause punctures and blowouts).
- If travelling abroad, different countries lay down differing requirements for foreign drivers. These include requirements such as carrying first aid kits, spare fuel, spare bulbs, warning road triangles and letters of authority.
- Keep drinks close to hand, but stowed properly. Occupants of a car who are stuck in a traffic jam during high temperatures may begin to suffer the effects of dehydration, such as tiredness, irritability and headaches.

- Be aware of driving fatigue, which can be a particular problem in hot weather. Take regular breaks.
- Remove windscreen smears which can 'catch' the sunlight causing glare. If the glare caused you to have an accident, a smeared windscreen could constitute failure to ensure a clear view of the road leading to prosecution for dangerous driving.

Hay fever is another summer hazard that is claimed to be the cause of around 5% of all summer accidents. The risk comes partly from sneezing and partly from medication causing drowsiness.

Drivers can minimise these effects by:

- Closing windows and air vents to prevent excess pollen entering car.
- Wear sunglasses to protect eyes from bright sunlight and pollen in the air.
- Don't take medication that causes drowsiness – ask for an alternative.
- Slow down to maintain a greater distance from the car in front if you are about to sneeze.

### Eye Test

Most people's eyesight deteriorates gradually. You should therefore have regular eye tests.

A nationwide optician recently gave 3000 drivers basic sight tests and found that 700 failed. This is particularly worrying bearing in mind the following passage taken from the Highway Code:

'You **must** be able to read a vehicle number plate from a distance of 20.5 metres (67 feet – about five car lengths) in good daylight. You **must** be able to read a new style number plate from a distance of 20 metres (66 feet). If you need to wear glasses (or contact lenses) to do this you **must** wear them at all times whilst driving'.

The Department for Transport advises that many of the rules in the Highway Code are legal requirements that, if broken, mean you are committing a criminal offence.

Optometrists recommend having an eye test at least every two years – more often as you get older and if you notice deterioration in your eyesight. When you have your eyes tested, always let your optician know that you are a driver – they will be able to recommend the most suitable lenses and glasses for driving.

For example:

- Glasses with high sides and thin rims are particularly good for driving because they improve all-round vision.
- Polarising lenses reduce glare making them ideal for driving – but they should not be worn at night.
- Plastic lenses are less likely than glass to shatter in an accident.

### Drug Driving

There is a growing problem of drivers and other road users being under the influence of drugs other than alcohol, both medicinal and illegal.

The police are now far better at recognising signs of illegal drug use in drivers. The police can test and will prosecute and if convicted for drug driving offences, you could receive:

- A minimum one year driving ban.
- A fine up to £5000.
- Up to six months in prison.



These are the same penalties that apply to drink drivers. For a second offence the minimum disqualification is longer. Where a death is caused the penalties are much more severe, with up to 10 years in prison and at least a two year driving ban.

**Below are some of the effects drugs can have on your driving ability:**

distorted perception	paranoia
poor concentration	impaired steering control
visual or auditory hallucinations	slower reaction time
blurred vision	dizziness
nausea	panic attacks
short term memory loss	cramps
confused thinking	sleepiness/severe tiredness
tremors	impaired co-ordination

A study of fatally-injured drivers, riders, passengers and pedestrians detected at least one prescribed or illegal drug in 24% of the sample. Alcohol was present 31.5% of the sample, 21.5% being over the present legal limit for driving. Whereas the incidence of alcohol in road accident fatalities has reduced from 35% ten years earlier, the incidence of drugs had increased threefold. 11.7% of the fatal casualties tested positive for a single drug, 6.3% for multiple drug presence.

Research has also shown that drivers taking prescription drugs including antidepressants could impair their driving ability because of the side effects. Some of the newer antidepressants have highlighted a need for further studies into drugs and driving and it is advisable to carefully read the labels of prescription drugs and seek further advice and clarification if necessary.

**Medication**

Staff are responsible for ensuring that any medication they are taking, or have been prescribed will not adversely affect their ability to drive safely. If unsure, they must take the advice of a pharmacist in the case of over the counter medication, and their GP in the case of prescribed medication.

Staff must notify their line manager if they are taking medication that may adversely affect their driving, so that the necessary role adjustments may be made. Members of staff are under no obligation to discuss details of any medical condition or prescribed medication with colleagues, but in some instances it may be beneficial to discuss these matters with the Trust's occupational health staff.

**Vehicle Maintenance**

Cars are very personal things. Some people treat them like a loved one, some people don't. The impact of this may not be immediately obvious to some drivers but a well-maintained car should break down less and you can feel confident that when it needs to get you to an important meeting, it will.

General maintenance tips:

- Have the car serviced regularly according to your manufacturer's handbook.
- Use only servicing agents or franchised dealers, if your vehicle is in warranty you will be referred to your car manufacturer dealer network. This is essential if the vehicle is to retain its extra warranty cover, manufacturer assistance and emergency breakdown cover.
- Check on tyre depths/pressures, fluid levels, glass condition, lights and seatbelts regularly, according to the manufacturer handbook.

If you are planning a long journey:

- Clean the windscreen, windows and mirrors. Fill the windscreen washer bottle using a screen wash additive to clear traffic film and dead insects.
- Check and adjust tyre pressures – increasing them for heavy loads if necessary. The correct pressures will be given in the car's handbook.

### Driving Licences

Drivers must:

- Ensure that any convictions or licence endorsements (including fixed penalty endorsements) received at any time are notified immediately to the car leasing department.
- Not drive your vehicle under any circumstances if your licence is suspended. You must inform your manager and the car leasing department immediately if a suspension has been issued.

### Winter Driving

Adverse weather conditions make driving more difficult and can increase the chances of accidents. By following some simple guidelines you can reduce these risks.

- Check the weather forecast.
- Allow ample time for your journey.
- Check tyres for correct inflation and tread. Low temperatures mean reduced pressure so they may need correcting according to your vehicle's handbook.
- Make sure windscreen wipers and washers are working properly.
- Ensure the washer bottle is topped up with screen wash suitable for the time of year.
- Clear snow from the roof as well as from windows. Snow on the car roof can fall onto the windscreen obscuring your view and can also be a hazard to other road users. You could be fined up to £2500 and receive three penalty points if the police consider your car a danger to other road users.
- Ensure that the windscreen is clean – inside and out – and that the windscreen wipers are in good condition. Even if you are not a smoker the inside surface of the windscreen will accumulate a hazy film caused by plasticisers in the dashboard and other interior materials. Scratches, abrasions and chips on the outside can intensify the sun's dazzle.
- Check that all lights and indicators are clean and working correctly.
- When warming/demisting your vehicle, don't leave an unattended car with its engine running – it is a perfect opportunity for a thief.
- When people become stressed and flustered, they are more likely to make slips and errors, such as missing a turning or locking keys in the car. Research has shown that when drivers are worried about weather conditions, they are four times more likely than usual to lock their keys in the car or leave them at a till checkout.

### Driving Rain

- Keep your speed down and increase stopping distances when the road is wet.
- Where there is standing water, beware of the dangers of aquaplaning (loss of tyre grip on a wet road because the tyre footprint cannot expel enough water).
- If you do find yourself driving through deep water and the engine cuts out – **do not attempt to start the vehicle again**. Various engine parts will have taken in water and restarting it may damage the engine beyond repair.

### Fog

- Driving in fog can be particularly tiring due to the tendency to follow the red taillights of the vehicle in front. Be particularly aware of the dangers of tiredness.
- During poor visibility use headlights so that your vehicle can be seen.
- When visibility is seriously reduced use front and rear fog lights – but turn them off when visibility improves.

## **Ice/Snow**

- Decide whether your journey is really necessary.
- Plan an alternative route in case of road closures.
- Make sure windows and windscreens are unobstructed and clear from snow/ice.
- Keep your speed down and increase the distance between you and the vehicle in front.
- Braking, steering, acceleration, deceleration and gear changing should be carried out gently and gradually.
- Pack a small shovel along with warm clothing, high energy food and a flask of hot drink.

## **Avoiding Accidents**

### **Driver Fatigue**

According to recent government figures, falling asleep at the wheel accounts for a staggering 20 per cent of serious accidents on motorways and monotonous roads. Over 39,000 serious injuries and nearly 3,500 deaths occurred on UK roads last year according to the Department for Transport, Local Government and Regions (DTLR), with drowsiness believed to be one of the largest single causes, claiming more lives than alcohol.

Driver fatigue is characterised by feelings of increasing sleepiness, which drivers are aware of but often ignore. Some employ tactics such as winding down the window, turning up the radio, stretching or simply summoning extra willpower, none of which have much effect on overcoming sleepiness.

General tips to prevent fatigue before and during driving;

- Try to get a good amount of sleep before starting a long drive.
- Consider sharing the driving with a colleague if possible.
- Plan your journey so you can stop every two hours for a 20-minute break.
- Most accidents happen between 2am and 6am and between 2pm and 4pm when the body's natural clock hits a low point. Be aware of the additional risks when driving at this time.
- When you have stopped somewhere safe, drink a cup or two of strong coffee or an energy drink followed by a short nap. Research shows that caffeine takes about 30 minutes to have a reviving affect.

### **Parking pitfalls**

Vehicles belonging to company car fleets experience a high percentage of 'damage whilst parked' incidents.

Small dents and scratches may look minor and may only cost a relatively small amount to repair, but there are several hidden costs involved in these types of incidents, as well as the inconvenience of having a vehicle off the road.

### **General parking tips**

- Park in well-lit areas
- Avoid parking next to vehicles with baby seats. The last thing on a mother or father's mind when placing their child in their car is the vehicle next to it, and they can quite easily open a door onto your vehicle
- Take time whilst parking and straighten up if necessary
- Fold back wing mirrors where ever possible
- Where possible avoid pay and display car parks for long-term parking – a potential thief will be able to see the time you bought the ticket as well as the time you are due to return to your vehicle, giving them ample time to attempt to break in

- When parking in car parks, park next to the most expensive car you can find (if possible), they are less likely to open a door on your vehicle for fear of damage to their own

When you have made your final vehicle selection and you wish to proceed then please complete fully the attached application form. Please note that it is your responsibility to ensure that all information on the application form is complete and accurate. It is an offence to fail to disclose information or to make a false declaration on the application form, and any indication that the information recorded on the application form is inaccurate will be passed to the Local Counter Fraud Specialist for investigation.

## Appendix 2: Lease Car Application Form

Title: Mr/Mrs/Miss/Dr/Other
Surname:
Forenames:
Date of Birth:
Home address:
Post code:
Job title:
Date Commenced Current Job:
Work base:
Trust:
Home tel. number:
Work tel. number:
Mobile tel. number :
Income tax band: 20% or 40% <b>(Please delete as appropriate) If in doubt, speak to Payroll.</b>
National Insurance number:
Payroll Number
Pay Band and Annual Gross Salary

Please list below the vehicles for which quotations are required:

Make & Model	Doors	cc	Colour	Extras

Please give as much information as you can to enable an accurate quotation to be given.

**Your estimated annual mileage:**

**You MUST cover MORE THAN 2500 business miles per annum to qualify for a lease car.**

Business mileage per year

Please enter mileage

Private mileage per year

Please enter mileage

\*\* Excess mileage \*\*

Please enter mileage

*\*\* Only applicable if your work base has moved and you have a further distance to travel from home.*

Excess start date      \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**I declare that the information I have given on this form is correct and complete to the best of my knowledge and that I have not overestimated the mileages stated above. I understand that if I knowingly provide false information this may result in disciplinary or counter fraud action and/or financial recovery by the Trust.**

Applicant's signature:
Print name:
Date:

**To be completed by your manager:**

The above member of staff fulfils the criteria to have a lease car based on the following: Travels at Least 2500 business miles per year (*not applicable to Senior Staff (8c and above, or Medical Consultants)*); and holds a permanent contract with Humber Teaching NHS Foundation Trust (not Bank).

Signature:
Print name:
Designation:
Base/location:
Date:

## Appendix 3: Document Control Sheet

This document control sheet, when presented for approval/ratification must be completed in full to provide assurance. The master copy of the document is to be held by the Policy Management Team.

Document Type	Policy		
Document Purpose	To provide guidance and procedures for applying for a Trust lease car.		
Consultation:	Date:	Group / Individual	
<i>list in right hand columns consultation groups and dates -</i>	11/02/19	Mark Turner and Philip Simmons	
	23/09/24		
Approving Body:	ODG	Date of Approval:	23 September 2024
Date of Board Ratification:	N/A (minor amends)		
Training Impact Analysis:	None [ <input checked="" type="checkbox"/> ]	Minor [ <input type="checkbox"/> ]	Significant [ <input type="checkbox"/> ]
Financial Impact Analysis:	None [ <input checked="" type="checkbox"/> ]	Minor [ <input type="checkbox"/> ]	Significant [ <input type="checkbox"/> ]
Capacity Impact Analysis:	None [ <input checked="" type="checkbox"/> ]	Minor [ <input type="checkbox"/> ]	Significant [ <input type="checkbox"/> ]
Equality and Health Inequalities Impact Assessment (EHIA) undertaken?	Yes [ <input checked="" type="checkbox"/> ]	No [ <input type="checkbox"/> ]	N/A [ <input type="checkbox"/> ] Rationale:

<b>Document Change History:</b>			
Version Number	Type of Change (full/interim review, minor or significant change(s))	Date	Details of Change and approving group or Executive Director (if very minor changes as per the document control policy)
3.3	Review	11/02/19	Change (5.1) - Senior Manager defined as 8c and above Change (5.16) - Clearer clarification on insurance Change (5.32) - Clearer clarification on early return of cars Change (5.24) - Procedures when dealing with fines – fine issuers are sent details of driver so they can write direct to them with fines for payment/appeal
3.4	Review	11/06/19	Minor amendments made Approved ODG 17-Sept-19
3.5	Review	16/02/21	Changes to section 5.03, 5.10 - Introducing a lower threshold of 1500 business miles and capping the Co2 emissions at 120 grams Approved ODG 16 March 2021
3.6	Review	23/09/24	Reviewed. Delivery of new car process and Traffic Offences process added. Approved at ODG (23 September 2024).

## Appendix 4: Equality Impact Assessment (EIA)

For strategies, policies, procedures, processes, guidelines, protocols, tenders, services

1. Lease Car Policy (F-029)
2. Peter Osborne, Fleet Manager, Mary Seacole Building, Willerby Hill – peter.osborne4@nhs.net
3. This document is a Policy

<b>Main Aims of the Document, Process or Service</b>
The Lease Car Policy provides guidance and eligibility criteria to all Trust Staff on the Trust Lease Car Scheme.
Please indicate in the table that follows whether the document or process has the potential to impact adversely, intentionally or unwittingly on the equality target groups contained in the pro forma

Equality Target Group	Is the document or process likely to have a potential or actual differential impact with regards to the equality target groups listed?	How have you arrived at the equality impact score?
1. Age	<p>Equality Impact Score</p> <p>Low = Little or No evidence or concern (Green)</p> <p>Medium = some evidence or concern (Amber)</p> <p>High = significant evidence or concern (Red)</p>	a) who have you consulted with
2. Disability		b) what have they said
3. Sex		c) what information or data have you used
4. Marriage/Civil Partnership		d) where are the gaps in your analysis
5. Pregnancy/Maternity		e) how will your document/process or service promote equality and diversity good practice
6. Race		
7. Religion/Belief		
8. Sexual Orientation		
9. Gender re-assignment		

Equality Target Group	Definitions	Equality Impact Score	Evidence to support Equality Impact Score
<b>Age</b>	<p>Including specific ages and age groups:</p> <p>Older people</p> <p>Young people</p> <p>Children</p> <p>Early years</p>	Low	Please see below
<b>Disability</b>	<p>Where the impairment has a substantial and long term adverse effect on the ability of the person to carry out their day to day activities:</p> <p>Sensory</p> <p>Physical</p> <p>Learning</p> <p>Mental health</p> <p>(including cancer, HIV, multiple sclerosis)</p>	Low	Please see below
<b>Sex</b>	<p>Men/Male</p> <p>Women/Female</p>	Low	Please see below
<b>Marriage/Civil Partnership</b>		Low	Please see below
<b>Pregnancy/Maternity</b>		Low	Please see below
<b>Race</b>	<p>Colour</p> <p>Nationality</p> <p>Ethnic/national origins</p>	Low	Please see below
<b>Religion or Belief</b>	<p>All religions</p> <p>Including lack of religion or belief and where belief includes any religious or philosophical belief</p>	Low	Please see below
<b>Sexual Orientation</b>	<p>Lesbian</p> <p>Gay men</p> <p>Bisexual</p>	Low	Please see below



Equality Target Group	Definitions	Equality Impact Score	Evidence to support Equality Impact Score
<b>Gender Reassignment</b>	Where people are proposing to undergo, or have undergone a process (or part of a process) for the purpose of reassigning the person's sex by changing physiological or other attribute of sex	Low	Please see below

## Summary

Please describe the main points/actions arising from your assessment that supports your decision.	
The NHS terms and conditions of supply of goods and services upon which the Trust contracts for Lease Cars, require that :	
26 Equality and human rights	
26.1 The Supplier shall:	
26.1.1 ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;	
26.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the Authority's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and	
26.1.3 the Supplier shall impose on all its subcontractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 26 of this Schedule 2.	
26.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 26 of this Schedule 2.	
EIA Reviewer: Peter Osborne	
Date completed: 15 August 2024	Signature: P Osborne