

Dated 12th March 2024



COMPANY CAR & EXPENSES POLICY

INTRODUCTION

This Policy is intended as a supplementary document to both your own Contract of Employment, but also the general Employee Handbook. Whilst your Contract of Employment provides more specific details pertaining to your employment at Elite Security, the Employee Handbook details more specific employment related policies and requirements that you may be subject to. This Policy however, is designed to detail further, any employment related policies and conditions that directly affect those in managerial positions.

This Policy is up to date as of the date of issue, but a controlled copy (or updated sections only) are available from the Swindon Office, and it is your responsibility to familiarise yourself with the latest version at regular intervals. If there are any significant changes, you will be advised of them in writing.

Where there is any discrepancy or conflict between this Policy and other documents, your contract of employment takes precedent over the terms enclosed within this Policy, unless you are advised in writing to the contrary. We may need to update the non-contractual sections from time to time, to make sure we keep up to date with changes in the law and to update, amend or remove any policies or information that becomes irrelevant, incorrect or out of date.

VEHICLES

Where your responsibilities and/or requirements require the provision of a company vehicle, your preferred vehicle must follow the following brief guidelines. These guidelines are also applied when a cash allowance is taken in consideration of your vehicle provision. *Cash allowances are subject to market fluctuation and should be discussed with your line Manager.*

All vehicles must be :

- a) fit for purpose, and
- b) representative of the companies ideals and image requirements

Where the Company is sourcing and funding a vehicle, including private funding and/or leasing, a vehicle list based on cost and requirements for your job role and function will be made available, from which a choice can be made.

It must be recognised that the immediate purpose of a company vehicle is to aid in the proper performance of your role and function within the organisation. It is not intended to demonstrate a hierarchy within the organisation, or allude to a status therein.

MAINTENANCE

With reference to Company owned, leased or financed vehicles, the Company will pay for all routine maintenance and consumables (subject to fair wear and tear). Fair wear and tear occurs when normal usage causes deterioration to a vehicle. It is not to be confused with damage which occurs as a result of a specific event or series of events such as impact, inappropriate driving, harsh treatment, negligent acts or omissions.

The following sections make reference to the British Vehicle Rental & Leasing Association industry adopted standards and practices with regards to fair wear and tear. The Company has chosen to adopt these same principles in establishing what is and what is not, fair wear and tear. Further information can be obtained through their website <http://www.bvrla.co.uk/>

TYRES & WHEELS

All tyres including any spare must meet the minimum UK legal requirement for tread depth. There must be no damage to side walls or tread. Evidence of uneven wear due to over or under inflation is not acceptable. Dents and holes on wheel rims or alloys or steels is not acceptable. Scuffs totalling up to 50mm of the total circumference of each wheel is acceptable. The spare wheel must be intact, stowed properly and in good working order.

VEHICLE INTERIOR

The interior and upholstery must be clean and odourless. Burns, scratches, dents, tears or staining is not acceptable. Interior fittings must be intact and free of damage. Scratched on sills and treads that reflects normal use is acceptable. Torn or split floor coverings or fittings is not acceptable.

WINDOWS / GLASS

Light scratching is acceptable as long as it does not interrupt or interfere with the view of the driver and their ability to drive safely. Chips, cracks and holes are not acceptable. Repaired chips in the line of sight of the driver are not acceptable. Missing, cracked or damaged door mirrors are not acceptable. All lamps must work and be free of holes or cracks in the glass. Minor scuffs up to 25mm are acceptable.

GENERAL

Any Company vehicle should be maintained in good mechanical order. Any fault should be immediately reported to ensure a quick remedy is applied. Any illumination of a dash-board light which may refer to engines management, braking systems, traction control or any other operationally critical function, should be reported to ensure a suitable remedy is applied.

The following items are NOT acceptable fair wear and tear:

- Grooved brake discs or drums caused by excessive wear or metal to metal contact from worn out disc pads
- Seized or damaged engines due to running vehicle with insufficient coolant, oil or broken internal components
- Any impact to the underside of the vehicle

The vehicle should have all factory fitted (and any other after market items) logically associated with and/or belonging to the vehicle, kept with the vehicle at all times. This includes but is not limited to audio systems, tracking systems, software, window blinds, speaker units, parcel shelves, head rests as well as any non-descript pocket cards, covers or holders.

SUMMARY

The Company reserves the right to use fixed tracking systems to ascertain whether a Company vehicle is being driven appropriately in order to establish fair wear and tear. This evidence may refer to previous driving behaviours in a 3 month period leading up to the event in which the 'fair wear and tear' question is being raised, and feedback may be sought by a professional in establishing whether the damage in question is indeed as a result of improper driving style, inappropriate driving, harsh treatment, negligent acts or omissions. This professional will take the form of a qualified mechanic or tyre fitter or some other uniformly qualified person of whom such remedial work is generally undertaken.

The Company expressly reserves the right to deny any payment of routine maintenance and consumable items in the event that such items do not constitute fair wear and tear. In the event that such denial would lead to a potential health and safety issue, the Company reserves the right to settle any repair bill and deduct such funds via payroll as deemed appropriate, up to and including the full invoice value.

RIGHT OF APPEAL

Any appeal against the application of this policy should be addressed in writing in the first instance to Scott Huntley. This right of appeal will follow the guidance issued under the Disciplinary and Grievance Policy to ensure a properly documented procedure is followed.

EXPENSES

The company must at all times be able to:

- a) effectively monitor and control expenditure

- b) minimise costs without impairing efficiency
- c) ensure information required is gathered in a timely fashion
- d) assess the accuracy and validity of all claims

VAT

The Company is able to recover all VAT incurred on business expenditure. It is therefore essential that the VAT included on expense claim sheets is fully supported by appropriate receipts. Failure to provide VAT receipts may mean that all or part of your claim will be refused.

Allowable Expenses

Allowed expenses are those “wholly, exclusively and necessarily” expended in the course of the business. These may include, but are not limited to:

- 1. Car Parking
- 2. Business Entertaining
- 3. Reasonable subsistence
- 4. Hotel Accommodation

Guidelines

- 1. Claims must relate to costs incurred only for an behalf of the business
- 2. Documentary evidence must be attached to support all expenditure
- 3. Claims must be properly authorised by a Director of the business
- 4. Foreseen expenses likely to be over £50 in value should be pre-agreed and authorised by a Director of the business (ie. for hotel accommodation)

Claims should be presented to your immediate Line Manager for approval on or around the 4th of each month covering any expenditure covered within the month prior. These claims (once approved) will be paid into your bank account on or around the 10th of that month.

PRIVATE MILEAGE

Private mileage is defined as mileage that is not “wholly, exclusively and necessarily” expended in the course of, or for the benefit of the business. This includes (but is not limited to) travel to-and-from your fixed place of work, mileage conducted for the sole purposes of social, domestic and/or pleasure uses.

In accordance with the guidance set out by HM Revenue & Customs, you must record and adequately contribute to all personal mileage expenditure. Private mileage must be recorded appropriately with supporting contributory receipts provided at regular intervals.

The Company reserves the right to monitor and assess the accuracy of all reported private mileage.

The following chart indicates the contributions required. HMRC offers regular guidance as to minimum requirements of contributions, however the Company reserves the right not to adopt any reduction in rates.

Engine size	Petrol	Diesel	LPG
1400cc or less	13p	12p	11p
1401cc to 2000cc	15p	14p	13p
Over 2000cc	24p	19p	21p

Note: <https://www.gov.uk/government/publications/advisory-fuel-rates>

P11d and HMRC REPORTING

It remains the responsibility of the individual to accurately report their Company Vehicle position to HMRC or any other regulatory body as is so required. The Company will provide HMRC with P11d returns and copies will be made available to each individual accordingly. It remains the responsibility of the individual to ensure this information is accurate and correct.

INSURANCE

The Company will ensure that suitable insurance cover exists for the employee only. The Company should be kept informed of any claims or motoring convictions in order to validate said insurance. Any failure to inform the Company of claims or convictions will potentially render any insurance cover void, which in turn would mean the employee becomes personally liable.