



# Salary Sacrifice Scheme

## Policy and Scheme Principles



## 1. INTRODUCTION

NHS Ayrshire and Arran supports the principles of providing access to a Salary Sacrifice Car scheme that provides a cost-effective vehicle through a Gross Salary deduction.

NHS Ayrshire & Arran has nominated GMP Drivercare Ltd to administer this scheme and their decision in all matters relating to the Salary Sacrifice Car Scheme is full and final.

By ordering a vehicle on this scheme you are –

- accepting the terms and conditions of the scheme
- accepting your liability for all costs associated to the vehicle and your use of it (and any additional drivers) use of it.
- consenting to deductions being made from your salary (where deemed appropriate by GMP) for all costs associated to the vehicle and your use of it (and any additional drivers)

NHS Ayrshire & Arran and GMP Drivercare Ltd reserve the right at their discretion to withdraw a staff member's eligibility to the scheme at any time.

This policy does not describe every possible scenario or event, nor is it intended to do so, please note that where a cost relating to a vehicle supplied via this scheme is incurred the employee to whom the vehicle is allocated should assume that they will be liable for the full cost unless advised otherwise in writing.

## 2. PURPOSE

This policy outlines the details of the Salary Sacrifice Car Lease Scheme.

This policy is for the use of staff considering joining the scheme to provide them with the terms and conditions associated with the scheme and acts as a reference document throughout the leasing contract period for staff who have joined the scheme.

This policy is subject to periodic review and updates, where a future version is published it will supersede the previous version.

## 3. CAR LEASE SCHEME ADMINISTRATION

NHS Ayrshire & Arrans Salary Sacrifice Car Scheme has been outsourced to GMP Drivercare Ltd.



All quotes and Salary Sacrifice Scheme enquiries will be co-ordinated by GMP Drivercare Ltd.

#### **4. PRINCIPLES OF THE SALARY SACRIFICE SCHEME**

The employee enters into a car lease agreement with GMP Drivercare LTD for the duration of the hire period.

The employee will be covered by breakdown cover and a fleet insurance policy. The insurance costs and breakdown cover costs are included in the monthly charge for the vehicle.

No deposit or personal credit checks are required to enter into the scheme and the monthly deductions from Gross salary may vary within the duration of the car lease contract period dependent on factors such as (but not limited to) changes in :- insurance premium, VAT rate, Vehicle Excise Duty (Road Tax).

At the end of the car lease agreement period, you can return the car with no additional charge subject to the vehicle meeting the required return standards and not having exceeded the contracted mileage.

The car lease agreement deductions are processed through Gross salary deductions (i.e., before tax, NI, and pension deductions)

Employees accessing the Salary Sacrifice Scheme will pay Benefit in Kind (BIK) tax as the car is available for private use and the scheme has been provided as a benefit through NHS Ayrshire & Arran.

The Car Lease Scheme will be administered by GMP Drivercare, by joining this scheme you consent to any and all costs associated with the vehicle provided (including any courtesy, hire or temporary vehicles) and its use being deducted from your salary at the earliest available opportunity without any further notification, discussion or negotiation.

#### **5. SCHEME BENEFITS AND CONSIDERATIONS**

The monthly deductions for the vehicle include the costs for the following, for the duration of the leasing period –

- 3-year Lease rental



- Service, Maintenance and Mechanical Repair (excluding any work required due to driver error, misuse, accident damage and vandalism)
- Insurance for Social, Domestic, Pleasure and Business use (of NHS Ayrshire & Arran only)
- Breakdown Assistance / Roadside Recovery
- Replacement Tyres because of usual wear and tear
- Accident Management
- MOT Test where required.

Examples of what is not included in the monthly deductions are: -

- Early termination costs, should you terminate the contract early.
- Any Fines or Penalty Charges (including any associated administration fees)
- Unreasonable wear and tear to the vehicle
- Accidental damage
- Damage following misuse/driver error (such as misfuelling or flood damage or in some cases punctures)
- Insurance Excess charges
- Fuel charges
- Delivery/Collection charges for temporary vehicles
- Relief Vehicles
- Excess mileage costs
- Car Lease Management Provider checks where a charge may apply (e.g., additional driving licence checks)

All the costs not included within the scheme that are incurred by an employee will be recovered from the employee's Net salary.

## **6. BENEFIT IN KIND LIABILITY**

Employees accessing the Salary Sacrifice Scheme will be required to pay Benefit in Kind (BIK) tax as the car is available for private use and the scheme has been provided as a benefit through NHS Ayrshire & Arran.

As part of the vehicle quote you will be provided with an indicative annual BIK charge, based on the taxable values for the vehicle e.g., P11d value, CO2 emissions. Please note the indicative BIK figure may be subject to change (e.g., manufacturer price increases or changes in tax policy).

As part of the administration of the scheme, HMRC will receive details of employees who are in receipt of a vehicle, this may result in a change to your PAYE Tax code. If you encounter any problems, you should contact HMRC directly, HMRC will not discuss an employee's details with GMP.



NB By choosing a car with low carbon dioxide (CO2) output or a low list price value you can reduce the amount of BIK tax you will have to pay.

Further information on Company Car Benefit in Kind and detail of your specific BIK levels go to the HMRC website [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

## **7. SALARY SACRIFICE SCHEME DEDUCTIONS**

The method of payment for the Salary Sacrifice Scheme's regular costs is via a monthly deduction from Gross salary (i.e., before PAYE tax and NI deductions)

When an employee requests a quote(s) from GMP Drivercare's online portal they will receive a quote(s) meeting the car specification(s) requested to enable them to decide which car they wish to pursue under contract. The quote process and conditions will be provided by GMP Drivercare LTD.

## **8. SCHEME TERMS AND CONDITIONS**

NHS Ayrshire & Arran and GMP Drivercare LTD reserve the right to withdraw an employee's eligibility to participate in the scheme or to apply additional costs at any time, examples of when this may be the case include but are not limited to when an employee fails to follow the guidelines and conditions contained in the policy and/or the Car Lease Agreement.

### Scheme Eligibility Conditions:

NHS Ayrshire & Arran / GMP Drivercare LTD reserves the right to determine employee's eligibility to join the scheme. Under the current requirements to be considered for the scheme employees must meet the following criteria:

- Be employed in a substantive, permanent post on either a full or part time basis.
- Be aged over 21 years.
- Be the holder of a Full UK Driving Licence for over 12 months.

### Insurance Eligibility Conditions:



Insurance cover will be required for cars obtained through the Salary Sacrifice Car Scheme and cover must be purchased through the scheme fleet policy provided by GMP Drivercare Ltd.

Under the Insurance Policy the employee is insured to drive the vehicle allocated to them and is not insured to drive any other vehicle.

The policy only provides business use cover in relation to NHS Ayrshire & Arran.

The criteria for the Employee/Main Driver (and any named driver) will be outlined by the Insurance Provider, including any restrictions or specific criteria, driving licence checks etc.

Please note that GMP Drivercare reserve the right to increase insurance excess charges for either high- risk drivers or to achieve a more competitive premium.

The employee may request one additional driver to be added to the insurance cover, additional drivers must –

- Be aged over 21 years.
- Be the holder of a Full UK Driving Licence for a minimum of 12 months.
- Undertake a Driving Licence Check which is chargeable.

### Insurance Claims:

The Salary Sacrifice Scheme insurance cover will be fully comprehensive for the business purposes of NHS Ayrshire & Arran only and for social, domestic and pleasure use under the terms of the insurance policy.

Insurance premiums (and excess charges relating to the Insurance Policy) may vary within the duration of the car lease agreement and the employee's monthly deductions will be adjusted to reflect any increase in premium (the employee will remain liable for excess charges, these charges will be at the prevailing rate at the time of the incident).

The insurance policy will be in the name of NHS Ayrshire & Arran, the employee will be bound by the insurance policy terms and conditions.

The employee is responsible for ensuring that they advise GMP Drivercare Ltd of any changes to their circumstances or material facts during the car lease period that could affect the insurance cover (including but not limited to driving licence endorsements or penalty points, specified serious convictions such as those coded AC, BA, CD40-99, DD, DG, DR, IN, LC30-59, MR, MS50-99, UT or equivalent, change of address), failure notify GMP will result in the employees (and any additional drivers) insurance cover being withdrawn. Where cover is withdrawn the employee will be liable for any and all costs (including but not limited to accident damage, third party losses, damage to property, personal injury, legal fees, recovery charges), where insurance cover is withdrawn the employees eligibility for



the scheme will also be withdrawn and the employee will be liable for any and all costs relating to the return of the vehicle.

In the event of an accident or damage to the vehicle, the employee must contact GMP Accident management immediately to report the damage and to arrange the repairs through their claims management process, failure to do so may result in the employee being liable for additional costs. A courtesy car may be provided by the repairer subject to availability and the nature of the claim. If a claim is reported more than 48 hours after the incident the cost of any courtesy or relief vehicle may be payable by the employee.

In the event of any incident resulting in a claim via the insurance policy the employee will be liable for any insurance policy excess. If the circumstances of the claim allow the insurer to successfully achieve Uninsured Loss Recovery (ULR) on behalf of the driver, then the employee will be reimbursed accordingly.

If the car is stolen or damaged beyond economical repair, the employee will continue with the monthly payments until such time that the insurance company settles the claim in full, there is no provision for a courtesy vehicle in these circumstances, however, hire cars are available at an additional cost.

### Glass and Windscreen

All car lease contracts include the insurance cover for replacing or repairing vehicle glass although there will be an insurance excess charge (as determined by the Insurance Provider) which will be recovered directly from the employee's salary.

For glass repair or replacement to be arranged please contact National Windscreens quoting reference BN5377

Details of all excess levels are available from GMP but are subject to future change.

GMP Drivercare reserve the right to remove an employee from the car lease scheme where they are in breach of the eligibility criteria and / or where they have an accident claims history that is detrimental to the Insurance Policy.

### Insurance Letter:

At the end of the lease, GMP can provide a letter stating whether or not you have had any claims on the vehicles that you have had on the scheme should your new insurers require this. There is a one-off cost for this which will need to be paid before we can supply you with the required information.

## **9. CHOICE OF VEHICLE**



GMP Drivercare LTD offers a wide range of manufacturers and types of cars within the Salary Sacrifice Scheme.

NHS Ayrshire & Arran is keen to promote the selection of a car that upholds their Corporate Social Responsibility Strategy. In line with this NHS Ayrshire & Arran advocate the selection of ULEVs, which are defined as having less than 75 grams of CO<sub>2</sub> per kilometre (g/km).

## **10. CAR LEASE CONTRACT**

### Lease Term

The standard lease term is for 36 months.

### Contract Mileage

The scheme allows you to select your expected annual mileage. This should include your total expected mileage for both private and business miles. Employees must ensure that this estimate is as accurate as possible at time of quotation as this is one of the key factors in calculating the amount to be sacrificed from the employees' salary. These contracted miles will be subject to excess mileage charge criteria on a pro rata basis.

This scheme is open to all eligible employees, applicants who want a car lease agreement for personal use only will still need to set an estimate level of contract mileage when applying for the Salary Sacrifice Scheme. These contracted miles will be subject to excess mileage charge criteria on a pro rata basis if under declared.

Should the vehicle be returned to the Lease Funder with a higher mileage than the pro rata contracted mileage the employee will be liable for an Excess Mileage Charge. Further information on the charges is available on the GMP web portal. All under contracted mileage will be fully reimbursed.

Any excess mileage charges will be taken through normal salary deduction (i.e., after tax and NI Deductions).

Employees must project as closely as possible their annual mileage at the point of application and sign up to the scheme.

If an employee undergoes a change of circumstances during the lease period that could result in a change to the projected annual mileage the employee should contact GMP Drivercare Ltd to discuss the options available.

It may be possible to revise the agreed annual contracted mileage in some (but not all) cases depending on the circumstances, where it is not possible to revise the contracted mileage, the employee will remain liable for any Excess Mileage Charge.





## Reimbursement of Business Miles

Business mileage claims will be reimbursed in line with NHS Ayrshire & Arrans policy, NHS Ayrshire & Arran reserves the right to adjust the policy and therefore the rate at any time.

## Payment of Fines

This section is entitled Payment of Fines, for the purposes of this document “fines” will include any penalty charge for any reason, these types of charges include but are not limited to parking fines, speeding fines, congestion charge fines, unpaid toll charges.

Usually details of fines are forwarded to the registered keeper and vehicles supplied via this scheme are registered to the Lease Funder. Dependent on the type of fine and the individual Lease Funders processes the Lease Funder will either –

- Pay the fine to avoid further escalation and GMP will recharge via your monthly salary for the cost of the fine plus an administration fee.
- Make representations to the organisation who has issued the fine to advise them that the vehicle has been supplied to you, the Lease Funder may charge an administration fee for this.

If the Lease Funder pay the fine GMP Drivercare Ltd will instruct NHS Ayrshire & Arran to recover the cost along with any administration fees from your next available salary.

If the Lease Funder “makes representations” the issuing organisation will forward the fine to GMP Drivercare Ltd, GMP contact you to obtain consent to advise the issuing organisation of your details in order that the issuing organisation can forward the fine to the relevant employee.

Irrespective of how the fine is processed you are required to pay the fine along with any administration fees in full and without delay unless you have successfully appealed the fine and have obtained written confirmation that the fine has been withdrawn.

Should you wish to lodge an appeal you should contact the issuing organisation directly to discuss the relevant appeals process, neither NHS Ayrshire & Arran or GMP Drivercare Ltd will become involved in any appeal or dispute process.

If any fines are issued in the name of GMP, the full cost plus any administration fees will be recovered from your next available salary.

For the absence of doubt, where a fine is issued you should presume that you are liable for the full cost including any administration fees irrespective of who pays the fine in the first instance.



Should GMP Drivercare Ltd receive a Notice of Intended Prosecution from a Police Force (or their nominated agent) relating to an alleged offence GMP will provide them with your details.

### Sundry Charges

Employees are responsible for all sundry costs associated with the vehicle provided (including any courtesy, hire or temporary vehicles) and its use. These will be deducted from your net salary at the earliest available opportunity. These charges include, but are not limited to:

- Cancellation charges - costs associated with cancelling a vehicle order prior to delivery.
- Items outside the Maintenance Agreement - damaged or broken items, driver neglect e.g., incorrect fuel, driving through standing water, theft or damage resulting from putting the vehicle at risk (e.g., not securing the vehicle, allowing unauthorised persons access to the vehicle, not securing the vehicles keys).
- Excess mileage charge – this will be charged at the end of the contract if the vehicle has exceeded the total pro rata contracted mileage.
- Governmental increases in Vehicle Excise Duty / Road Fund Licence (Road Tax) - If there is an increase in the Road Tax the additional cost will be deducted directly from your salary.
- End of contract recharges - you will be charged if the vehicle is returned with damage or excessive wear and tear.
- Early termination charges
- Insurance excess – the employee will have to pay an excess following any insurance claim unless a third party insurer accept full liability for the claim, where liability is disputed the employee may have to pay an excess initially, however, this will be refunded at a later date if the NHS Ayrshire & Arran (following an acceptance of liability by a third party insurer) is able to recover the cost in full.
- Fines or penalty charges

Further to the above and for the absence of doubt employees should presume that they are liable for all costs associated with the vehicle provided (including any courtesy, hire or temporary vehicles) and its use irrespective of whether they are referred to within this document.

## **11. EARLY TERMINATION**

Employees are contracted to remain in the Salary Sacrifice Scheme until the end of the agreed lease agreement period. However, should an employee wish to opt in or out of a



salary sacrifice arrangement, it may be necessary to change the terms of the Salary Sacrifice arrangement where a lifestyle change has a significant impact on an employee's financial circumstances.

Salary Sacrifice arrangements can allow opting in or out in the event of a lifestyle change. These lifestyle changes are set by HMRC and are outside the control of both GMP Drivercare and NHS Ayrshire & Arran.

Examples of what the HMRC consider as a 'lifestyle change' include:

- Marriage
- Divorce
- Pregnancy (partner or spouse)
- Redundancy (partner or spouse)
- Long term illness affecting financial position
- Changing employer
- Change in role (forced)
- Change in legislation impacting on the employee's net earnings

Outside of these examples, employees cannot opt in or out of salary sacrifice arrangements on an ad-hoc basis.

More information can be found at: -

<https://www.gov.uk/guidance/salary-sacrifice-and-the-effects-on-pay>

Once a valid lifestyle event has been demonstrated and any applicable early termination fee paid, the vehicle can be collected. Any additional charges relating to damage and/or excess mileage will also be chargeable.

Early termination charges can often be significant, especially within the first year of the agreement, please do not order a vehicle on this scheme if you are aware that your personal circumstances are likely to change within the agreement period (including the vehicle build period).

## 12. FINAL SALARY PAYMENT

In accepting a Salary Sacrifice vehicle, an employee is agreeing that, if they leave their employer, all outstanding costs connected with the vehicle are taken from their final net salary payment.



This applies to both Early Terminations, with the natural end of the lease and when an employee leaves their employer.

If it is not possible to recoup all monies owed from the final salary, it is the employee's responsibility to meet the remaining costs and they will be required to arrange an alternative method of payment without delay, e.g., cheque, bank transfer.

If the employee intends to leave their employment it is the employee's responsibility to contact GMP at least 4 weeks before their final day of employment with the employer and to make arrangements for the vehicle to be collected on a date no later than the employee's final day of employment.

In the event of the employee leaving employment at short notice (e.g., dismissal, retirement on medical grounds, non-return from maternity leave) it is the employees' responsibility to take immediate, active, and ongoing steps to arrange the vehicles collection with GMP for the earliest possible date.

Failure by the employee to take the necessary steps to arrange for their vehicle to be collected may result in the vehicle being reported as stolen and/or the employee being liable for additional charges.

### **13. PAID AND UNPAID ABSENCE/LONG TERM ABSENCE**

It is recognised that there may be circumstances where planned and unplanned absence occurs resulting in periods of paid and unpaid absence (determined by the circumstances). In these circumstances it is the employee's responsibility to ensure that they can meet the ongoing costs of the Salary Sacrifice agreement. Where the employee's salary is no longer adequate to support the regular monthly deduction (or additional charges) it is the employees' responsibility to make alternative payment arrangements with either NHS Ayrshire & Arran or GMP Drivercare LTD, failure to do so may result in the vehicle being reported as stolen and/or the employee being liable for additional charges.

#### **Maternity / Paternity Leave**

Employee's will retain the use of the vehicle during the period of agreed maternity leave and will continue to have a reduction in salary whilst adequate funds are available, it is the employees' responsibility to make arrangements for an alternative method of payment with either NHS Ayrshire & Arran or GMP Drivercare LTD once adequate funds are no longer available. Should the employee intend on taking a 12-month maternity period they may wish to consider spreading their maternity pay across the period.

If the lease expires during a period of maternity / paternity leave, you should return the car and if you wish to do so, can enter a new lease once you return from the period of maternity / paternity leave.



## Long Term Sickness

In the event of a long-term sickness situation, it is the employee's responsibility to ensure that they can meet the costs of the car lease scheme and would need to decide, in conjunction with GMP Drivercare LTD, whether they wish to:

- Terminate the Agreement (subject to an early termination fee which the employee remains liable for)
- Continue with the Agreement.

During unpaid leave, the employee would need to make alternative payment arrangements, (e.g., direct debit, standing order) to continue making the monthly payment for the vehicle.

## Career Breaks / Sabbaticals

Where an employee takes a career break or sabbatical it will (for the purposes of the Salary Sacrifice Scheme) be treated the same as the employee leaving their employment i.e. it is the employees responsibility to contact GMP at least 4 weeks before their final day of employment with their employer in order to make arrangements for the vehicle to be collected on a date no later than the employees final day of employment.

As the lease agreement will be terminated within the lease term the employee will be liable for the Early Termination fee.

## **14. TRANSFERRING THE LEASE TO A NEW EMPLOYER**

It is not possible to transfer a lease to a new employer on every occasion as authorisation is required from a number of parties including your new employer (and/or their nominated fleet manager) and the Lease Funder. Should an employee wish to enquire about the possibility of transferring a lease to a new employer they should contact GMP at least a month prior to the desired transfer date.

If the transfer is successfully completed the employee may be liable for an administration fee which will be deducted from your final salary. You may also be liable for any charges made by the new employer. Please contact GMP Drivercare for confirmation of this amount.

As a successful transfer cannot be guaranteed the employee should anticipate that the vehicle will have to be collected and that they will be liable for the early termination fee.

## **15. LOSS OF DRIVERS LICENCE**



### Loss of Driver's licence through disqualification

Where an employee loses their drivers licence through disqualification (i.e. NOT for medical reasons), the employees eligibility for the scheme will be withdrawn and it is the employees responsibility to contact GMP immediately in order to either make arrangements for the vehicle to be collected on the earliest available date (the employee will be liable for the early termination fee) or to complete an affidavit confirming that that they will not use the vehicle, at this point the employee can (if they have not already done so) nominate an additional driver subject to a successful driving licence check which is subject to a fee payable in advance.

Under these circumstances, all associated costs will be borne by the employee in full.

### Loss of Driving Licence due to Medical Reasons

Where an employee loses their drivers licence due to medical reasons it is the employees responsibility to contact GMP immediately in order to either make arrangements for the vehicle to be collected on the earliest available date (the employee will be liable for the early termination fee) or to complete an affidavit confirming that that they will not use the vehicle, as this point the employee can (if they have not already done so) nominate an additional driver subject to a successful driving licence check which is subject to a fee payable in advance. Under these circumstances, all associated costs will be borne by the employee in full.

## **16. CHANGE OF CONTACT DETAILS**

To ensure that information relating to Salary Sacrifice vehicles reaches the appropriate employee in a timely manner it is vital that employees update their account on the GMP web portal immediately following any change, failure to do so may lead to additional costs which will be borne by the employee in full.

## **17. OBTAINING QUOTES AND PLACING ORDERS**

Quotes can be raised (subject to authorisation) via the NHS Ayrshire & Arran web portal (<https://aaabenefits.co.uk/> )

NHS Ayrshire & Arran encourages employees to consider the environmental factors (emissions) and Benefit in Kind implications (Tax code) when choosing a vehicle. NHS Ayrshire & Arran and GMP reserve the right to introduce restrictions on availability.

Orders will be referred to NHS Ayrshire & Arran for confirmation of eligibility, which will include checking:



- Employment within a substantive post
- That the employee holds an eligible contract status
- Individual details relevant to the monthly repayment term (e.g., current periods of long-term sick leave, maternity leave)

Following these standard employment related checks being successful GMP will confirm in an email to the employee that their application is approved and will provide any other relevant information to process the application.

Once the employee has submitted an order, they enter a formal commitment to the car lease scheme and the employee may be liable for any cancellation charge beyond this point.

PLEASE NOTE – By placing an order the employee accepts –

- that if the order is subsequently cancelled, they are liable for a cancellation fee. Cancellation fees are often costly, employees should presume that the cancellation fee will be at least 10% of the vehicles On the Road Price plus a further £300.00 unless GMP advise otherwise in writing.
- that the waiting time for the vehicle to be built is set entirely by the manufacturer and is subject to change without notice (GMP accept no responsibility for delayed orders)
- the average waiting time for a new vehicle to be built is 12 to 20 weeks although some vehicles can take longer to be produced or be withdrawn from production during the build period.

## 18. DATA PROTECTION/CONFIDENTIALITY

It is the policy of GMP Drivercare to ensure confidentiality and data protection for all our drivers and as such we are only permitted to speak with and consult with the employee who has a vehicle or is going through the process to obtain one. GMP can consult with NHS Ayrshire & Arran and other relevant parties if required.

The employee's personal details (including but not limited to home/work address, phone numbers and e-mail addresses) are required as part of the scheme application, ordering process and for the continued administration of the vehicle (and its use) thereafter. The employee's details may be provided to relevant third parties (including but not limited to) –

- NHS Ayrshire & Arran
- Lease Funders
- Supplying Dealerships
- Vehicle Manufacturers
- Vehicle Collection / Delivery agents
- Insurers



- Accident Repairers
- Driving Licence Check Partners (and the DVLA)
- Parking Companies
- Police
- Councils
- Transport Authorities such as Transport for London
- Solicitors
- Vehicle Service / MOT Centres
- Hire Car Suppliers
- Debt Recovery Agents
- HMRC
- Vehicle Tracker / Telematic Companies
- Fuel Card Suppliers

Any employee data shared by GMP will be for the purpose of administering the scheme, the vehicles therein and the use of the vehicles.

Where data is shared with a third party it will be in line with General Data Protection Regulation (GDPR), data will be securely stored and not used for unrelated matters, provision of this information (and if required the sharing of this information) is a condition of the scheme and use of the vehicle, as such any employee joining the scheme consents to their data being shared by GMP.

Any employee wishing to withdraw their consent for their data to be shared by GMP has the right to do so, however, by an employee withdrawing their consent for their data to be shared by GMP they will also be withdrawing from the scheme and will be liable for all associated charges.

To maintain NHS Ayrshire & Arrans Informational Governance standards employees are advised to ensure that any additional in-car devices which have a storage/memory facility (e.g., Bluetooth and Sat Nav devices) should not contain any patient/client details (e.g., phone numbers, post codes and addresses). In the event of a car or device being stolen this could amount to a breach of data security and therefore the employee may be liable for disciplinary action.

GMP Drivercare LTD will conduct checks on driving licences and circumstances relating to the insurance policy. This information will be checked with third parties as necessary e.g., DVLA, insurance database.





## 19. PERSONAL / CHERISHED REGISTRATION NUMBERS

Employees who wish to purchase or transfer an existing personalised number plate for their lease vehicle must consult directly with GMP Drivercare LTD to enquire about this prior to the ordering stage. The employee will be responsible for meeting all costs associated with personalised number registration and/or transfer including the removal of the personalised number plates at the end of the contract term.

All new vehicles must be delivered on a standard DVLA registration number as the vehicle will revert to the standard DVLA registration when the personal registration is removed. Following delivery, the employee can request that their personal registration is transferred on to the vehicle.

The employee must also advise GMP immediately in writing following any change to the vehicles registration number, failure to do so will result in the vehicle not having insurance cover which will in turn lead to the employee being liable for any and all associated costs (including but not limited to accident damage, third party losses, damage to property, personal injury, legal fees, recovery charges), where insurance cover is withdrawn the employees eligibility for the scheme will also be withdrawn and the employee will be liable for any and all costs relating to the return of the vehicle.

It is the employees responsibility to make arrangements for the removal of the personal registration with the Lease Funder at least 2 months prior to the end of the lease term (or in the case of an early termination at least 2 months prior to the termination date), failure to do so will in most cases result in the personal registration number being lost.

Should the Lease Funder insist that the personal registration number is removed prior to the vehicle being collected the employee will be liable for all of the ongoing vehicle costs along with additional charges including but not limited to penalty charges, storage charges, administration fee's, however the vehicle will not be available for use (unless it is to facilitate the vehicles collection and GMP have given their prior written consent).

## 20. DELIVERY

When the vehicle is ready for delivery GMP will consult with the employee to arrange a suitable date for delivery. Upon delivery the employee is required to check the vehicles condition and specification thoroughly and to sign a vehicle delivery note/PDA. **If there are any issues with the vehicle whatsoever the employee should not accept it and should contact GMP immediately.**

Please be aware that you may have to pay for travel and transport costs associated with your vehicle delivery which may apply for a new vehicle if the franchise is not on the island.

**PLEASE NOTE** – should an employee accept delivery of a vehicle they are accepting its condition, specification and that the lease term has commenced. GMP's routes for recourse



will be removed or at best limited if the vehicle is found to be damaged, incomplete, or incorrect after its delivery has been accepted and as such the employee should anticipate that they will be liable for an early termination fee should they wish to return the vehicle following delivery.

### PAYE Tax Code

To ensure that the payslip details and tax code details are correct for all employees within the scheme GMP will issue NHS Ayrshire & Arran and HMRC with the details of all car lease vehicles.

If for any reason the lease car deduction does not appear on the employee's payslip the employee is responsible for notifying GMP in writing immediately. The employee will remain liable for all underpayments, and these will be recovered from your salary as soon as possible.

HMRC will reduce the employees tax code following the delivery of a lease car, as HMRC will recover any tax arrears from the employee the onus is on the employee to ensure that the HMRC have the correct vehicle details on file for them.

It is recommended that the employee contact the HMRC the month following the delivery (or collection) of a Salary Sacrifice car to ensure that their records are up to date, if required an employee can obtain the details of their vehicle from GMP.

Unfortunately, HMRC will not discuss any employee's details with GMP and therefore GMP cannot contact HMRC on the employees' behalf.

## **21. DRIVERS RESPONSIBILITY AND VEHICLE MAINTENANCE**

### Driver's Responsibility

Employees are personally responsible for the roadworthiness of the vehicle in accordance with legal requirements as if they were the owner of the vehicle.

The Lease Funder determines the lease cost for the vehicle on the assumption that the car will be kept in good condition and maintained to the manufacturers prescribed schedule.

If the vehicle is not maintained to the manufactures schedule the employee will be liable for additional costs (potentially including repair costs) at the end of the car lease period. If the car falls below the required standard of condition, there will also be additional charges. It is therefore in the interest of all parties that the vehicle is maintained and kept in good condition.



As part of the car lease contract, employees are required to report all damage and defects immediately to GMP Drivercare/GMP Accident Management to comply with the Terms and Conditions of the Car Lease Scheme and Agreement.

### Servicing and maintenance of the vehicle

The employee is responsible for ensuring that the vehicle is serviced to the manufacturers prescribed schedule and maintained in line with the manufacturer's recommendations and handbook for safety reasons, to ensure that the vehicle is maintained to the best condition to minimise the potential for any additional charges.

The costs of all normal servicing and repair are included in the cost of the vehicle, servicing should be arranged by contacting GMP Autocare.

The employee must ensure that the vehicle is properly maintained and serviced in accordance with the manufacturer's recommendations, at a garage that is an authorised agent of either GMP, the Lease Funder or manufacturer in instances relating to maintenance, repairs, replacement of tyres etc, however, all warranty work must be completed by a manufacturer franchised dealer.

You must ensure that the vehicle conforms to any legal requirements, that maintenance is conducted as necessary to keep the vehicle in good order and running condition.

You are responsible for regularly checking all fluid levels of the vehicle, i.e., topping up of oil, coolant, screen wash, brake fluid, power steering fluid, AdBlue (if applicable) using manufacturer approved products between services and for keeping the vehicle in a clean and satisfactory condition.

Should the vehicle sustain damage due to you neglecting to ensure that the vehicle is properly serviced and maintained; you shall be responsible for the full cost of restoring the vehicle to a serviceable condition. Should the vehicles manufacturer's warranty be withdrawn you may also be liable for the cost of future repairs and servicing. In instances of this type of neglect your eligibility for the scheme may be withdrawn by NHS Ayrshire & Arran/GMP and you will remain liable for all associated costs including but not limited to repair costs and early termination charges.

For the vehicle to be safe and perform well, GMP recommend that regular maintenance checks on the below are conducted:

- Engine oil levels
- Wiper blades
- Water coolant levels
- Tyre pressure and tread depths
- Lights / Bulbs
- Horn



Please be aware that you may have to pay for travel and transport costs associated with your vehicle, such as the cost of a ferry where warranty work is required at a franchise dealer not on the island.

### Hire / Temporary Cars

The scheme does not include the provision of hire / temporary cars for any purpose. Employees are advised to use replacement vehicles, courtesy cars and collection and delivery services wherever possible.

Quotations including Relief Vehicles can be requested, it is advised that employees with automatic only category Driving Licences or employees who require vehicles with an automatic transmission include this option.

If you do choose to make private arrangements to hire a vehicle whilst your car lease vehicle is off the road, you will be liable for all costs and insurances. No reimbursement will be made by GMP for any costs associated with hire cars.

### Breakdown Assistance and Recovery

All car lease contracts include the provision of emergency cover through the Lease Funder.

The Breakdown Assistance and Recovery details are contained within the vehicle pack should roadside assistance be required if you are in doubt, please contact GMP, visit the GMP web portal or contact the lease funder for further information.

### Tyres

All car lease contracts include the replacement of tyres for normal wear and tear; it is the responsibility of the employee to ensure that the vehicle always has at least the minimum legal tread depth around the circumference and width of the tyres (1.6mm of tread) and are in a safe and legal condition (i.e. no bald patches, bulges, cuts over 2.5 mm long exposing the cords, if you are unsure please contact the Lease Funders tyre line).

The employee is responsible for meeting the costs of replacing tyres because of accidental damage and punctures. Replacement tyres must meet the required specification as outlined in the vehicle handbook and must be of the same type, size and brand as the tyre being replace (unless otherwise specified by the Lease Funder).

It must be noted that the quality and the condition of replacement tyres will form part of the vehicle standard assessment at the end of the agreement and therefore may affect the market value of the vehicle and in turn may generate a cost to the employee.



Replacement tyres can be arranged by contacting the Lease Funders tyre line details of which can be obtained from GMP and will be shown in your Driver Pack.

Failure to comply with this car lease policy and the legal requirement to have a roadworthy vehicle you will be liable for any resulting cost/fine or penalty points imposed, the employee's eligibility to the scheme may also be withdrawn.

### Recurring Technical Faults

In the event of the vehicle developing a recurring technical problem you should contact GMP in writing with a full description of the fault(s) along with an audit trail of the faults (including dates and details of any repairs or breakdowns to date). GMP will consult with the Lease Funder and manufacturer and keep you advised on the progress until a conclusion has been reached.

### Cleanliness

You are responsible for keeping the vehicle clean and tidy inside and out. Valeting costs are NOT included within the maintenance contract. Certain dealers / repairers may wash and/or vacuum your vehicle as part of service, repair, or maintenance work as a gesture of goodwill rather than a contractual entitlement.

### Duty of Care

The employee is responsible for ensuring that the vehicle is as safely and securely parked and/or stored at all times.

### Driver Neglect

You will be charged for the costs resulting from "driver neglect" of the vehicle. These include, but are not limited to, the following:

- Damage (not reported to GMP Accident Management)
- Lost/Missing items (including keys, locking wheel nut keys and service manuals)
- Incorrect fuel (diesel in a petrol engine and vice versa)
- Failure to top up oil, coolant, AdBlue (if applicable) and other fluids (including the use of incorrect fluids)
- Malicious Tyre damage and/or driving the vehicle on a punctured tyre(s)



- Failing to maintain the vehicle to the manufacturers schedule.

### Taxing the Vehicle (Vehicle Excise Duty/Road Fund Licence/Road Tax)

All car lease contracts include the cost Road Fund Licence / Vehicle Excise Duty / Road Tax.

The Car Lease Funder will renew the Road Tax on an annual basis until the conclusion of the contract.

Any increases to Road Fund Licence / Vehicle Excise Duty / Road Tax will be chargeable via your salary.

### M.O.T

If the car is still assigned to the employee when the first MOT is due the Lease Funder will pay for the cost of the test along with any repairs (excluding those required due to misuse or negligence).

The Lease Funder will in most cases authorise a MOT test up to a month before its due date, this allows the employee time to book the vehicle into an approved MOT test station at a convenient date and time.

It is the employee's responsibility to ensure that the vehicle undergoes the MOT test and that the test is passed.

To arrange an MOT test please contact either GMP Autocare or the Lease Funders maintenance line.

Failure to obtain an MOT invalidates insurance cover and can cause delays in the Road Tax being renewed.

The employee is liable for all costs relating to a vehicle not having a valid MOT and/or Road Tax.

## **22. HEALTH AND SAFETY**

NHS Ayrshire & Arran has a duty of care to provide a safe working environment and to ensure that employees are aware of their responsibilities under Health and Safety Legislation. The use of a vehicle through a car lease scheme is subject to the compliance of Health and Safety legislation to ensure the health and safety of yourself and others.

Health and Safety considerations include (but are not restricted to):



- Driver fatigue - Avoid driving when you are tired. Plan your journey so you can take regular breaks e.g., take a break after every two hours of continual driving for at least 15 minutes.
- Good Practice - All employees driving a lease car are responsible for ensuring that the vehicle is safe to drive and for operating the car in a safe/legal manner, this includes:
  - Not overloading the car
  - Do not allow the car to cause an obstruction.
  - Do not reverse a car for long distances.
  - Switch off the engine when stationary (except at traffic stops)
  - Use dipped headlights at night in built up areas and in dull daytime weather, or if visibility is poor.
  - Only use rear fog-lamps when visibility is poor, e.g., in extremely heavy rain or fog, ensuring they are turned off as soon as visibility improves (it is an offence to use them in good visibility conditions)
  - Use lights approximately half an hour before sunrise and sunset.
  - If you are involved in an accident, follow the GMP accident reporting procedure.
- Mobile Phones - GMP does not sanction the use of mobile phones (without the use of an approved hands-free Bluetooth device) whilst driving. Your mobile phone should only be used to make and receive calls when it is safe to do so, and you are parked off the road. It is a driving offence to use your mobile phone whilst driving without the use of a hands-free Bluetooth device.
- Health - Employees must ensure that they are fit to drive e.g., health and eyesight. Employees must not drive if they are taking medication that carries a warning not to operate machinery.
- Smoking - A vehicle provided through a car lease scheme is regarded by law as a company car and as such the No Smoking rules associated with a company car apply AT ALL TIMES. Penalties apply if this law is broken e.g., fine for a breach of health and safety legislation, termination of car lease agreement, recovery of associated costs (fine and/or damage/condition).

## 23. TAKING THE VEHICLE ABROAD

If you want to take your vehicle abroad you must first gain information and authorisation from the Lease Funder, the relevant telephone number can be obtained from GMP.

The process must be started at least 14 working days before the date of travel. In most cases the Lease Funder will charge an administration fee to the employee, the fee will not be funded by NHS Ayrshire & Arran unless the employee is travelling for NHS Ayrshire & Arrans business. Where the purpose of the journey is NHS Ayrshire & Arrans business the



employee may be able to submit the administration fee via the employer's expenses system for consideration.

## **24. RENEWAL OF EXISTING CAR LEASE VEHICLE**

GMP Drivercare will contact you around six months in advance of your contract end date, advising you on the renewal process. You are advised to take prompt action to ensure that the existing vehicle is replaced in a timely manner.

## **25. END OF CONTRACT**

### Preparation

You are required to ensure that vehicles being returned are cleaned inside and out to enable an accurate estimation of any damage by the collection agent. All drivers will be recharged if vehicles are returned in poor condition.

Vehicles must be returned with the following items:

- Full set of keys (including any spares)
- Service documentation (including service book and instruction manuals)
- Locking wheel nuts

Any personal items should be removed from the vehicle, including any security passes and window stickers as it may not be possible to retrieve these at a later stage.

It is your responsibility to ensure that all additional in car devices that were included with the car are returned to factory setting prior to handing the car over to the collection agent e.g., Bluetooth and Sat Nav devices (as they could store confidential data such as phone numbers and addresses).

### End of contract collection

At the end of the car lease period, you must consult with GMP regarding the collection of the vehicle. The arrangements for the vehicle collection will be co-ordinated with you to ensure that you are in attendance for the handover of the vehicle and the vehicle checks that will be conducted to ensure that the standard of the vehicle returned meets the standards required by the Lease Funder.

These standards are based on the British Vehicle Rental & Leasing Association (BVRLA) Fair Wear and Tear guidelines and a copy of this guide can be obtained from GMP or via the GMP web portal.





## Vehicle Purchase

You can request the purchase price for the vehicle at any time during the lease. GMP will require the current mileage reading on the vehicle to obtain this. If you wish to purchase the vehicle during the lease you will be liable to pay the Early Termination Charge in addition to the purchase price.

## End of contract recharges

You can expect to incur charges if a vehicle is returned with an unreasonable level of wear and tear at the end of the contract period.

The main causes of unreasonable wear and tear are:

- Lack of regular checks by the vehicle user leading to faults and damage going undetected and unrepaired
- Not adhering to the vehicle manufacturer's recommended maintenance and servicing schedule
- Drivers not taking responsibility for the day-to-day care and maintenance of the vehicle leading to general neglect.
- Inferior quality of body repairs by non-approved repairers
- Missing stamps on service books / missing service books
- Missing Spare Key/equipment

End of contract recharges, confirmed by the Lease Funder, will be deducted through normal salary deductions in your next pay run.

## **26. MISFUELLING**

- In the event that a driver fills the vehicle up with the wrong fuel – then the following procedure should be taken: If the error is noticed at the fuel pump. Pay for the fuel; inform them that you have filled the vehicle with incorrect fuel.
- DO NOT START THE ENGINE
- If the vehicle has been driven, and the engine fails. Try to get the vehicle off the road if this is possible.
- In both situations call the Lease company breakdown number as the vehicle will need to be recovered.
- Inform GMP of the situation as soon as is practically possible.



You will be liable for any associated costs to this error.

## **27. SAFETY RECALLS**

GMP will forward any safety recalls onto you. It is your responsibility to ensure that these are acted upon. All recalls must be booked at a local franchised dealership as a matter of urgency.

## **28. TOW BARS / DOG GUARDS / CHILD CAR SEATS**

Prior to fitting a Tow Bar / Dog Guard / Child Car Seat to the vehicle (following delivery of the vehicle if required) authorisation should be sought from GMP Drivercare. Where a Tow Bar / Dog Guard / Child Car Seat is fitted following delivery, such items should be removed prior to the return of the vehicle. Any holes or damage to the vehicle should be rectified to BVRLA standards to avoid you receiving any charges upon return of the vehicle. Please note that the suitability items such as Tow Bars / Dog Guards / Child Car Seats is entirely the employee's responsibility.

## **29. LOSS OF KEYS**

If you lose or misplace your vehicle key(s) (including any device used to unlock the vehicle such as key cards) you will need to contact a local Franchised Dealer to obtain a new key to your vehicle. You will be liable to pay for any replacement keys. Should both set of keys be lost or misplaced you will also be liable for additional costs including but not limited to vehicle recovery charges, storage charges and any costs associated to gaining entry to the vehicle (including any damage caused as a result).

