



Business Travel Policy

Document Status	Approved
Version:	V4.2

DOCUMENT CHANGE HISTORY		
Initiated by	Date	Author (s)
Version	Date	Comments (i.e. viewed, or reviewed, amended approved by person or committee)
Draft V 1.1		Mike Bartlett
Draft V 1.2	15 th September 2011	Sent to Laura Norton for formatting comments
Draft V 1.3	20 th October 2011	Sent to Dawn Allen for formatting and equality impact assessments comments; sent to Alison Kew to review and to forward on
Draft V 1.4	16 TH November 2011	Amended as per Alison Kew comments; sent to Paul Henry, Kevin Smith, Barry Jarvis and John Hole
Draft V 1.5	21 st November 2011	Reviewed by HR Policy Group
Draft V 1.6	04 th January 2012	Resent for review to Paul Henry, Kevin Smith, Barry Jarvis, John Hole and Alison Kew
Draft V 1.7	18 January 2012	Reviewed by HR Policy Group
Draft V1.8	30 January 2012	Reviewed by HR Policy Group
Draft V1.9	30 th January 2014	Amended by Paul Henry for ELT
Draft V2.0	31 st March 2014	Amended by Paul Henry, Kevin Smith, Jon Moore for ELT
Draft V2.1	20 th May 2014	Amended by Paul Henry, Kevin Smith, Alison Whitefoot
Draft V2.2	23 rd May 2014	Amended by Jon Moore
Draft V2.3	24 th June 2014	Amended by Paul Henry
Draft V2.4	26 th June 2014	Amended by Jon Moore
Draft V2.5	1 st July 2014	Amended by Paul Henry, Barry Jarvis
V3.0	4 th July 2014	Approved by SPF
V3.1	16 October 2015	Blue light amendment
V4.0	16 th October 2015	Approved by Joint Chairs of SPF
V4.1	17 th August 2016	Amended by Paul Henry
V4.2	1 st March 2017	Approved by SPF

The Trust will not tolerate unlawful discrimination on the grounds of the protected characteristics of: age, disability, gender reassignment, race, religion/belief, gender, sexual orientation, marriage/civil partnership, pregnancy/maternity. The Trust will not tolerate unfair discrimination on the basis of spent criminal convictions, Trade Union membership or non-membership. In addition, the Trust will have due regard to advancing equality of opportunity between people from different groups and foster good

relations between people from different groups.

Document Reference	HR and Finance Directorates
Recommended at Date	SPF 4/7/14
Approved at Date	RemCom/EMB 13 th June 2014
Review date of approved document	March 2017
Equality Impact Assessment	Yes
Linked procedural documents	Overpayment and Underpayment of Salary/Errors Policy Employment Break Policy Maternity Leave Policy Disciplinary Policy (Managing Conduct and Performance) Driving Licence Policy
Dissemination requirements	All managers and staff, via staff bulletins and the intranet
Checklist completed	Yes / No?
Part of Trust's publication scheme	Yes / No?

Contents

Paragraph

- 1.0 Policy Statement
- 2.0 Scope
- 3.0 Access to the procedure
- 4.0 Roles & responsibilities
- 5.0 General principles for use of employees own vehicles
- 6.0 Travel reimbursements for non-lease car employees
- 7.0 Other travel related allowances
- 8.0 General principles of lease car for business and private use
- 9.0 Lease car schemes
- 10.0 Trust Provided Vehicle (Business Use Only)
- 11.0 Trust Provided Vehicle (Business Use Only-Pool car)
- 12.0 Short term hire vehicle
- 13.0 Calculation of mileage to be reimbursed
- 14.0 Policy review

Appendices

Appendix A Equality Impact Assessment

1. Policy Statement

- 1.1 This document outlines the Business Travel Policy for the East of England Ambulance Service NHS Trust (the Trust). It covers travel reimbursement, reimbursement of expenses and the Trust's Lease Car Policy. It replaces all previous policies.
- 1.2 The Trust operates across a large geographical area and therefore has a requirement to provide mechanisms to support those of its employees who need to be mobile as part of the terms and conditions of their employment or as part of their job function.
- 1.3 Sustainability is a key consideration in preparing the Business Travel Policy. The Trust has set itself a Carbon reduction target of 30% on its 2010/11 footprint, and with staff business travel at over 5 million kilometres each year, there is certainly scope to reduce this and the corresponding carbon emissions. Focusing on sustainability within this policy will also help to reduce staff travel time – which will in turn improve staff productivity and individual fatigue.
- 1.4 The policy aims to ensure that all employees are treated fairly and equitably within the appropriate regulations whilst also ensuring operational effectiveness and financial sustainability.

2. Scope

- 2.1 This policy applies to all staff employed by the Trust who are required to travel as part of their normal employment with the Trust.
- 2.2 This policy is based on the principle that there are a range of schemes available, and that agreeing the appropriate one should be a balance of cost effectiveness for the Trust and suitability for the employee.
- 2.3 Reimbursement of costs for approved/agreed business related travel will be in accordance with the NHS terms and conditions of service handbook and locally agreed terms and conditions by using the appropriate category.
- 2.4 Reimbursements for travel costs are covered within this policy for the following:
 - 1.4.1 Lease car for business and private use;
 - 1.4.2 Trust-provided vehicle for business use only;
 - 1.4.3 Pool car for use by group of employees within a business group;
 - 1.4.4 Short term hire vehicle.

3. Access to the procedure

- 3.1 All employees are entitled to access to this policy which is located in the HR Policies and procedures folders and/or on the Trust's intranet. However if you require this policy in any other format please seek guidance from the Human Resources Department, your line management or trade union representative.
- 3.2 Employees and Managers may also wish to consult related Trust policies, local agreements and/or national agreements such as the NHS terms and conditions of service handbook, locally agreed applications of the national terms & conditions,

the Driving Licence Policy and Corporate Arrangements, Recruitment and Selection Policy; Employment Break Policy; Maternity Leave Policy; Home Working Policy.

4. Roles and responsibilities

- 4.1 The Human Resources Department is responsible for keeping the provisions within this policy in line with employment legislation, best practice people management principles, NHS guidelines and NHS National Agreements.
- 4.2 Managers, HR Staff and Trade Union Representatives are responsible for providing advice and guidance to employees on the application of this policy and procedure.
- 4.3 Management and Trade Union Representatives are responsible for bringing any mutual beneficial improvements to this policy to the attention of the Trust.
- 4.4 Employees are responsible for making appropriate claims to which they are entitled to under this policy.

5. General Principles for Use of Employees Own Vehicles

- 5.1 Pool cars, where available, will be used in preference to the employees own vehicles wherever possible where this makes good business sense, taking into account location, cost, mileage and time.
- 5.2 The Trust operates the following schemes; Standard Rate and Reserve Rate which share a common premise; that the employee will use their own vehicle for travel on Trust business. This will be reimbursed by the Trust in line with Section 17 of the NHS Terms and Conditions of service handbook from amendment 29 onwards.
- 5.3 The Trust does not support the use of an employee's own vehicle being used for any journey directly involving an emergency 'blue light' response. Therefore, the Standard Rate and Reserve Rate schemes, where payment is made for the use of an employee's own vehicle, are limited to journeys that **do not** involve any emergency blue light response.
- 5.4 When authorising the use of a vehicle, the employee's line manager will undertake an annual check each calendar year which must ensure that the driver has:
 - 5.4.1 A valid driving licence, which will be checked in line with the Trust's Driving Licence Policy
 - 5.4.2 A MOT certificate
 - 5.4.3 Motor Insurance which covers business travel.

The line manager must record all details of this annual check and retain a record for internal audit purposes.

- 5.5 When claiming for the use of a vehicle, the employee must ensure that they:
 - 5.5.1 Have a valid driving licence,
 - 5.5.2 Have a valid MOT certificate;
 - 5.5.3 Have Motor Insurance which covers business travel;

-
- 5.5.4 Are fit to drive
 - 5.5.5 Drive safely;
 - 5.5.6 Obey relevant laws, e.g. speed limits;
 - 5.5.7 Inform the Trust if there is a change in status.
- 5.6 Failure to comply with requirements of 5.4 and 5.5 may result in your travel expenses not being paid.

6. Travel Reimbursements for Non-Lease Car Employees

- 6.1 The Trust and the employee will agree the most suitable means of transport for the routine journeys that employees have to make in the performance of their duties. To promote good environmental performance there is an expectation that cars will be shared wherever possible. Where agreement cannot be reached then the matter will be referred to the joint chairs of the Trusts Staff Partnership Forum for consideration and resolution.
- 6.2 This section should be read in conjunction with Section 17 and Appendix L of the NHS terms and conditions of service handbook from amendment 29 onwards and locally agreed applications of the national terms & conditions. Employees should be aware that these allowances will be periodically reviewed.

Public Transport Use

- 6.3 Where use of public transport is appropriate, reimbursement will be paid upon production of a receipt. Travel arrangements should be made as far in advance as practicable, via Procurement, to achieve the best rate possible.
- 6.4 Taxi fares will only be payable in exceptional circumstances and for cases in which transport was reasonably required and an adequate service is not available.
- 6.5 First class rail travel will not normally be reimbursed unless it is demonstrably lower cost than the equivalent standard fare. It is the responsibility of the employee to demonstrate this is the case to the authorising manager.

Reserve Rate

- 6.6 Reserve rate will be applicable if the individual chooses to use their own transport in situations where use of public transport would have been appropriate and reasonable.
- 6.7 This rate is also applicable for payments of excess mileage caused by Trust initiated relocations for a period of up to four years, in line with any locally agreed terms and conditions. In this instance, HMRC rules will apply, making this a taxable payment.

Standard User Rate (Cars and Motor Cycles)

- 6.8 Standard User rate is applicable in circumstances where the individual uses their own vehicles for official business journeys and is not eligible for Lease Car rates. This also applies where the individual uses motor cycles.

Pedal Cycle User Rate

- 6.9 Pedal cycle user rate is applicable where the individual uses a bicycle rather than

any other transport on official business journeys.

Passenger Allowance Rates

- 6.10 Passenger allowance rate is applicable where other employees or members of an NHS organisation are conveyed in the same vehicle on NHS business and their travel costs would otherwise be payable by the Trust, passenger allowances can be claimed at the rates set out in Appendix L of the NHS terms and conditions of service handbook.
- 6.11 To prevent a tax liability no passenger allowance rate is payable for lease car drivers. However, there is an expectation that lease car drivers will car share wherever practicable to minimise the financial cost and environmental impact of Trust business travel.

7. Other Travel Related Allowances

Carriage of Heavy or Bulky Equipment

- 7.1 This applies in a range of specified circumstances, however business car users are not eligible. Claimable amounts and details of which can be found in Section 17 and Appendix L of the NHS terms and conditions of service handbook. Employees should be aware that these allowances will be periodically reviewed.
- 7.2 To prevent a tax liability no allowance for the carriage of heavy or bulky equipment is payable to lease car drivers.

Car Parking, Tolls (Including Congestion Charges) and Ferries

- 7.3 This applies in a range of specified circumstances. Claimable amounts and details of which can be found in Section 17 and Appendix L of the NHS terms and conditions of service handbook. Employees should be aware that these allowances will be periodically reviewed.

8. General Principles of Lease Car for Business and Private Use

- 8.1 To ensure best value the Trust arranges for cars to be contract hired using the Buying Solutions Pan Government Framework for the Lease of Cars agreement.

Contract Period and Mileage

- 8.2 The annual contract hire charge is fixed, generally, for a three year period, and is based on the make/model of car selected by the employee and the total contract mileage based on an estimate provided by the employee of their business and private mileage.
- 8.3 The estimate of contract mileage has a significant effect on the contract hire charge. It should therefore be reasonable and based on the best information available at the time in agreement with the individuals' line manager.
- 8.4 Where the employee exceeds the annual contracted business mileage, no additional charge to the employee will be made. Where the employee does not meet the annual contracted business mileage there is one opportunity for review with their line manager six weeks prior to the end of the first year of the lease where changes to the lease

contract premium can be agreed.

- 8.5 Where the employee exceeds the total private annual mileage contracted in the agreement by more than 10%, an additional payment will be charged to the employee. The payment will be determined on a pence per mile based on the contract excess mileage contained within the contract multiplied by the number of private miles travelled. Where the employees' private mileage is less than the agreed private mileage any credit received from the Contract Hire Company will be passed on to the employee at the end of the contract.
- 8.6 Changes in VAT legislation, other legislative provisions, and variations in mileage travelled are the only factors that may change during the period of the contract and may affect the contribution paid by the employee.

Contract Termination

- 8.7 It would usually be expected for the agreement to terminate at the conclusion of the primary contract hire period; however, termination may occur when one or more of a specific number of events take place. Employees should refer to their contractual agreement for details of how they may be affected.
- 8.8 An employee wishing to terminate the lease before the fixed period is completed shall pay the Trust any costs incurred by the Trust as a result of early termination. Early termination charges can be significant, especially in the early part of the lease, and employees considering a lease car are advised to ask for a typical figure for their lease car agreement.
- 8.9 In the event that the employee decides to purchase the car following early termination or the Trust is unable to transfer the lease to either another employee, the employee's new employer or absorb the car into the Trust's fleet, a termination fee may be payable by the employee.
- 8.10 If an employee was to have an employment break, (minimum 3 months unpaid), all equipment such as lease cars (including blue light), should be returned to the Trust for re-allocation by the Trust for the duration of the employment break.
- 8.11 Employees with a lease car who are due to go on maternity leave are contractually entitled to retain this benefit. The employee will still be deducted pay for private use. Should the employee drop to no pay during their maternity leave then the deductions will be accumulated and recovered with higher deductions from pay when they return to work. This is highlighted in the Maternity Leave Policy. Blue light users should check with Finance regarding any HMRC rules and tax implications prior to commencing maternity leave.

Contract Agreement

- 8.12 A replacement car is not provided to cover any period where the lease car is not available as part of the contract agreement. Should the car not be available, individual circumstances should be discussed with your line manager.
- 8.13 The employee is required to enter into a formal agreement with the Trust to abide by the conditions of the scheme as set out in this policy. This will be signed by the individual and Fleet, with a tax estimate provided from Finance.

-
- 8.14 At the end of any agreement there is an option for the employee to purchase their vehicle directly from the contract hire company.
- 8.15 Employee contributions are made directly by monthly deductions from their salary.

Environmental Impact

- 8.16 As mentioned in Section 6, to promote good environmental performance there is an expectation that cars will be shared whenever possible.
- 8.17 In March 2011 the Trust Board approved the Environmental Impact & Carbon Reduction Strategy, making a commitment to annually reduce CO2 emissions in line with Government and NHS targets.
- 8.18 The Remuneration Committee of the Board have approved recommendations to reduce the CO2 emissions value for both the lease car scheme for Trust employees and the operational, blue light lease car users.
- 8.19 Emissions from blue light lease cars will be reduced from 222gms/km to 160gms/km with effect from the approval date of this document (2016/17), and will be further reduced to 140gms/km from 1 April 2017.
- 8.20 Carbon dioxide emissions from non blue light lease cars will similarly be reduced from 120gms/km to 110gms/km from the approval date of this document (2016/17), and will be further reduced to 105gms/km in 2017/18, with an aspiration to achieve a greater reduction to 95gms/km in 2017/18 if we can exploit technology and process advances that provide a suitable range of available car options.
- 8.21 On application for a lease car, the CO2 emissions will be assessed by the Fleet Manager to ensure that emissions for the proposed vehicle comply with the above emission values.
- 8.22 The new lower limits will contribute to the Trust meeting its CO2 reduction target, and the employee will also receive a lower taxable benefit charge from the government: <http://www.hmrc.gov.uk/cars/rule-changes.htm>

Reimbursement of Fuel Cost for Lease Car Business Mileage

- 8.23 The employee, other than blue light lease car user, is responsible for all fuel costs for both business and private use and to claim back business mileage on a monthly basis.
- 8.24 The blue light lease car user will be provided with a vehicle – registration specific fuel card to pay for all fuel transactions. Any private mileage will be declared by the individual via a monthly return and recharged to salary via Payroll. A copy should be sent to the Finance department. It is the blue light lease car users' responsibility to ensure that these claims are correct and in accordance with HMRC definitions. Failure to complete the monthly returns may result in salary errors, overcharging for private mileage, and/or incorrect information being supplied for tax returns which could result in incorrect taxation for individuals. Prompt correct monthly returns are a strict requirement of this scheme.

-
- 8.25 Each month the non-blue light lease car user must complete a Trust monthly mileage claim form obtained from the Trust's intranet site. A copy should be used to claim the reimbursement from payroll and a copy should be sent to the Finance department. It is the employees' responsibility to ensure these claims are correct and in accordance with published mileage rates (which can also be found on the Trust Intranet).
- 8.26 The business mileage is reimbursed at a rate which is linked to an external reference point, HM Revenue and Customs Advisory Fuel Rates for company cars (www.hmrc.gov.uk/cars/advisory_fuel_current.htm). These advisory fuel rates are reviewed by HM Revenue and Customs four times each year and take effect on 1 March, 1 June, 1 September and 1 December. Due to the frequency of these reviews the rates are not attached to the policy but will be published on the Trusts intranet site.
- 8.27 The Trust's fuel reimbursement rates will change on 1 March, 1 June, 1 September and 1 December of each year based on the HMRC advisory fuel rates. Should HMRC amend the rates outside of these dates the Trust will decide whether to change its reimbursement rate in line with HMRC published dates.

Disruption Allowance for Lease Car Drivers

- 8.28 Lease car drivers who are required to change their place of work due to organisational change or their acceptance of another post as an alternative to redundancy may be paid a 'disruption allowance'. If the employee does not subsequently move home they may claim the allowance for a period of up to four years from the date of work place transfer. If the individual moves home payment of the disruption allowance will be subject to review. Any such arrangement is subject to any normal process and policies for movement of staff and will only be considered as an alternative payment to the appropriate equal payment which would be due to employees not on the lease car scheme.
- 8.29 The 'disruption allowance' is determined by reference to the disruption factor resulting from the additional travel to the new workplace: In this respect the Trust must calculate the time taken to travel from home to the original work place and from home to the new work place. It is then necessary to establish the frequency of journeys undertaken. A reasonable time for the journey should take into account type of roads travelled, speed limits and traffic conditions. This will result in a fixed written agreement being made with the individual which will detail payments and timescales applicable at the time the change is made.
- 8.30 The disruption allowance will be paid through salary and subject to income tax and a class 1 national insurance at source. The allowance will not impact on the lease car agreement.
- 8.31 The number of one-way (single) journeys undertaken in the month must be logged on the travel and expenses claim form and agreed by line managers.
- Lease car drivers may not claim home to base mileage.
- 8.32 The disruption allowance is calculated on a cost of 12p per minute travelled for the circumstances set out in this section.

Use of Car

- 8.33 The car will be used only by the employee and named individuals (eg employee's partner or their immediate family), previously notified to the Fleet lease car administrator providing that these people hold a licence to drive the vehicle and are not disqualified from holding or obtaining such a licence. The car is not insured for holders of provisional licences or for non-Trust employees under the age of 21.
- 8.34 The car may be used for normal social and domestic purposes, however, the car shall be available for official use at all reasonable times, during the leaseholder's normal working hours, except when the car is being repaired or serviced. Servicing and repair work should, ideally, be scheduled not to clash with occasions where the employee requires the vehicle for Trust business. Arrangements for the servicing of lease cars are the responsibility of the employee and should be in line with the manufacturer's recommendations. Should a fault arise the employee should arrange for this to be repaired as soon as practicably possible in line with their specific lease car arrangement.
- 8.35 Business use is restricted to when the employee is using the car on Trust business which does not include travelling between the employee's home and normal place of work, unless they are based at home or the exemption from taxable benefit for home to office mileage (EIM23600/05) is applicable.
- 8.36 The car can be used outside of the UK providing that one month's notice is communicated to the fleet lease car administrator to enable the necessary travel documentation to be obtained from the contract hire company. The employee is responsible for providing the necessary breakdown/rescue insurance cover to ensure the vehicle is returned to the UK.
- 8.37 Employees will generally be required to travel by lease car whenever possible rather than use public transport. However, consideration should be given to the overall financial and environmental impact of the journey as public transport may offer a better option.
- 8.38 Employees may specify optional extras which must be approved by the vehicle manufacturer, accepted by the contract hire company and included within the annual charge. These extras will increase the cost to the employee and must be returned with the vehicle on its return at the end of the primary lease period. Costs which are incurred due to modifications to the lease car due to a disability will not be borne by the employee.
- 8.39 Approval must be sought from the contract hire company prior to towing a caravan, boat or trailer whilst the car is being used for private mileage. Any tow bars fitted after the car has been delivered must be authorised by the Fleet Manager.

Employer Responsibilities

- 8.40 The employer has the following responsibilities:
- 8.40.1 To obtain quotes for vehicles specified by the employee. Under normal circumstances three quotes would be obtained by the Fleet department from NHS-approved suppliers.
 - 8.40.2 To order the approved vehicle no earlier than three months before the expiry of the former lease and to acceptance check the vehicle upon arrival prior to issue

-
- to the employee.
- 8.40.3 To provide the employee with a statement (P11d) of the Benefit In Kind associated with the vehicle provided.
 - 8.40.4 To administer the lease scheme, including financial deductions/contributions.
 - 8.40.5 To insure the vehicle.

Employee Responsibilities

- 8.41 The employee has the specific responsibility for the following:
 - 8.41.1 To provide fuel in line with arrangements within this policy;
 - 8.41.2 To provide lubricants and fluids (oil, screen wash) and to ensure these remain within manufacturer's tolerance levels;
 - 8.41.3 To check tyre pressures and to ensure that tyres remain within legal parameters;
 - 8.41.4 To keep the car in a clean condition, at the employees cost. NB: any costs incurred by the Trust at the end of the lease to clean the vehicle to a standard acceptable to the lessor, will be charged to the employee.
 - 8.41.5 To ensure that the vehicle is maintained in accordance with the lessor's instructions/manufacturer's warranty requirements;
 - 8.41.6 Personal liability for all motoring offences. The employee is also responsible for paying any related legal, administration or maintenance costs which arise from an illegal act. If the offence is not committed by them, the employee is required to identify the driver of the vehicle at that time. Please note that the Trust will not pay for any parking or speeding fines, including those incurred in the course of Trust business;
 - 8.41.7 To report any defects promptly. The employee must not knowingly do, or omit, anything, which would prejudice or invalidate the warranty;
 - 8.41.8 To report to their line manager, in advance, should the employee foresee that the actual annual mileage is likely to be significantly more/less (5,000 miles) than estimated;
 - 8.41.9 To ensure that a valid Road Fund Licence is displayed;
 - 8.41.10 To ensure reasonable security of the vehicle at all times;
 - 8.41.11 To ensure that valuable possessions are not left on display when the car is unattended;
 - 8.41.12 Not to remove any accessories from the vehicle at the end of the contract hire period;
 - 8.41.13 Not to fit any un-authorized accessories to the vehicle, and that no additional holes to be drilled to the vehicle either internally or externally;
 - 8.41.14 To submit a monthly mileage return using Trust documentation.
 - 8.41.15 Not to smoke or permit smoking in a Trust provided vehicle at any time.

9. Lease Car Schemes

- 9.1 The Trust operates two lease car schemes for; Directors and permanent employees of the Trust.
- 9.2 Depending on the scheme the Trust either contributes towards the full cost of the car or makes a contribution towards the business use of the car based on the estimate of annual business mileage with the employee meeting the balance of costs for the private use of the vehicle.
- 9.3 Employees have a wide range of cars to choose from within the criteria set by the Trust.

-
- 9.4 Employees who are eligible for a lease car, but may require adaptations due to a disability should discuss their needs with their line manager in the first instance.

Trust Directors Lease Car Scheme

- 9.5 This scheme applies to the Directors of the Trust and is provided as part of the Directors terms and conditions of employment. Directors may nominate other individual senior members of staff for inclusion in the Directors Car Scheme. All applications should be made to the CEO for consideration; terms will be applied as per the scheme detailed below.
- 9.6 The Trust's fixed annual contribution to each individual employee included within the Directors lease car scheme is determined by the Trust Board Remuneration Committee.
- 9.7 The scheme is designed to be non-contributory for the Director with the Trust's contribution to be used in part, or in full, to fund the annual lease charge.
- 9.8 Directors have an option to incorporate the Trust's fixed annual contribution towards the lease car into their salary rather than take a lease car. In this instance the Director can use their own vehicle but are only eligible for fuel reimbursement for business mileage at the approved rate for the vehicle.
- 9.9 The Chief Executive Officer must approve each Director's choice of car to ensure a consistent and appropriate standard is maintained, for example, no soft tops, cabriolets, sports cars, two door coupes and with the external colour to be reflective of the Trust's image.
- 9.10 The Director is responsible for providing an estimate of annual business and private mileage to enable a contract hire charge to be calculated.
- 9.11 The estimated mileage has a significant effect on the contract hire charge and should therefore be reasonable and based on the best information available at the time and ratified by the Remuneration Committee.
- 9.12 If there is a difference between the actual mileage and the contracted mileage of greater than 10% at the end of the three year lease this may result in the need for recovery of the difference from the Director. Any issue regarding the recovery of end of life costs will be determined and agreed by the Chief Executive Officer.
- 9.13 Where a Director chooses a lease car where the annual contract hire charge is less than the Trust's contribution there will be no entitlement to the difference between the annual lease charge and the Trust's contribution.
- 9.14 Where a Director chooses a lease car where the annual contract hire charge is greater than Trust's contribution they must obtain the approval of the Chief Executive Officer and, if agreed, must fund the difference between the Trust's contribution and the annual contract hire charge by private contribution.
- 9.15 Should a lease car contract be terminated earlier than the contracted end date the determination of responsibility for any early termination costs will be generally be settled on the basis of how the early termination was caused, i.e. the action to terminate the contract was initiated by either the Trust or Director. In the case of any ambiguity the matter will be determined by the Chief Executive Officer.

9.16 Vehicle insurance and other administrative costs are funded by the Trust.

Lease Car Scheme for Trust Employees

9.17 Employees of the Trust who meet the criteria below are eligible for a lease car with private use. Eligibility for consideration requires the employee to:

9.17.1 Be expected to use the car for the performance of their contractual duties and travel more than 3,500 business miles a year and

9.17.2 routinely use a vehicle more than twice a month;

9.17.3 Be a permanent employee of the Trust.

9.17.4 Any vehicle provided outside the scope of this scheme requires the support of the employee's line manager and the approval of the Chief Executive Officer.

Lease Car Allowance

9.18 The lease car allowance is made up of two elements shown in Table 1 below:

9.18.1 Basic allowance:

Employees are entitled to a basic lease allowance of £2,500 per annum provided they travel a minimum of 3,500 business miles per annum and are routinely required to use the vehicle more than twice per month.

9.18.2 Enhancement for higher business mileage:

Employees who travel more than 3,500 miles per annum will be entitled to an enhancement to the basic allowance. The enhancement is based upon the estimated/agreed business mileage and is at the following rates:

Table 1

Business mileage per annum	Additional allowance (pence per mile)
0-3,500	0
3,501 to 10,000	33
10,001 +	15

Total Allowance – Trust Contribution

9.19 The total allowance/Trust contribution is calculated by adding the two elements together. This sum represents the maximum annual Trust contribution, excluding VAT. The employee has this sum available to lease a vehicle for the total estimated annual mileage (ie including private mileage) without making an additional personal contribution. The lease cost must include maintenance of the vehicle. The Trust sets no upper limit on private mileage, but the combined business and private mileage will affect lease costs.

9.20 The Trust allowance can be increased by personal contribution. There is no upper limit on personal contributions. However, employees are advised to note the personal obligations of early termination of a vehicle lease.

Example Calculation

- 9.21 An individual estimates that they will have an annual business mileage of 8,000 miles. In addition, they estimate that they will undertake approximately 10,000 private miles per annum. The employee has identified a car with an annual lease cost of £4,800 per annum for 18,000.

Table 2

Allowance/Cost	Contributions/Cost per annum	Calculations
Basic allowance	£2,500	
Higher business mileage	£1,485	(8,000 minus 3,500) = 4,500x33p
Total Trust contribution	£3,985	
Lease cost per annum	£4,800	(18,000 miles per annum)
Personal contribution	£815	(Balancing item £4,800 minus £3,985)

- 9.22 The employee will pay a monthly contribution which is fixed for the period of the contract. Any personal contribution will be deducted by monthly instalment from the employee's salary via Payroll.
- 9.23 All charges to the employee are subject to VAT at the rate set by HMRC at the time each deduction is made,
- 9.24 Insurance excess; there will be a £250 excess to be paid by the lease car user in the event of a private use accident claim where this is not recoverable. If the accident occurred on a business journey, the insurance excess will be charged to the lease car's cost centre.

Non Emergency Response User

- 9.25 The responsible line Director will approve each employee's choice of car to ensure a consistent and appropriate standard is maintained. The Director will take into account the public reputation of the Trust when considering if the vehicle is appropriate. The choice of vehicle is wide and not limited to any single vehicle manufacturer, however, there are restrictions. The Trust excludes the following types of vehicle from the non-emergency user scheme:

- 9.25.1 Convertible; soft tops; cabriolet or two door coupes;
- 9.25.2 Pick-up type vehicles, eg Ford Ranger;
- 9.25.3 Vans or car derived vans;
- 9.25.4 Vehicles with less than four seats.

- 9.26 The definition of business mileage as defined by HMRC involves two types of journey:
- 9.26.1 Journeys that employees have to make in the performance of their duties, and
 - 9.26.2 Journeys that employees make to or from a place they have to attend in the performance of their duties.

- 9.27 Business mileage:

-
- 9.27.1 Will not include ordinary commuting or private travel. This is defined as the journey that employees make between their home and their permanent or nominated place of employment.
- 9.28 From 6 April 2002 the Benefit in Kind (BIK) charge for company cars registered from 1 January 1998 will be calculated as an appropriate percentage of the Manufacturer's Recommended Retail Price (MRRP), including any optional extras. The appropriate percentage is linked to the CO2 emissions of the car and the rates for petrol fuelled vehicles are shown at Appendix B. Diesel cars are subject to a 3% surcharge and this charge will also be limited to a maximum of 35%. (This information may be subject to change by HMRC at any future time).
- 9.29 The Benefit in Kind charge is reduced by any contribution the employee makes directly towards the cost of the car.
- 9.30 An example of how to calculate the taxable benefit for a non-emergency lease car user can be requested from Finance department.

Emergency Response – Blue Light User

- 9.31 The Chief Executive Officer will determine which employees are authorised as blue light users. These users will satisfy HMRC requirements noted below. (Confirmation of ability to meet the HMRC taxation requirements is an individual's responsibility).
- 9.32 For employees to have their Benefit in Kind charge assessed under the blue light user scheme, it is necessary to satisfy the following criteria:
- 9.32.1 The vehicle and individual user must comply with the conditions set out by the HMRC.
- 9.32.2 All individuals under the blue light user scheme are required to complete an annual check and authorisation by their Locality Director (or senior line manager equivalent) to confirm the need for their access to this scheme is appropriate. This will set the parameters required and must include at least one of the following:-
- Participation in an approved, regular operational on call rota.
 - A requirement to complete availability for emergency response by signing onto the CAD system for a specific period (for example during daily duty hours, which can be audited and evidenced through CAD reporting). The Trust expects the period to be consistent with the claim made, i.e. those claiming blue light user scheme for the full year will be required to demonstrate operational availability/on call provision for the full year period. This will be documented in the agreement by their Locality Director.
- 9.32.3 This agreement will be documented and reviewed annually at the start of the tax year to confirm the on-going need on an individual basis, it will form part of the annual appraisal or performance review process.
- 9.32.4 Failure to meet the requirements of the annual check and authorisation may result in information being sent to the HMRC with incorrect taxation information which could result in tax liabilities for the individual.
- 9.33 An example of how to calculate the taxable benefit for an emergency – blue light lease car user can be requested from Finance.

-
- 9.34 The responsible Director will approve each employee's choice of car to ensure a consistent and appropriate standard is maintained and that the vehicle is fit for emergency response purposes. Vehicles approved for emergency response will contain the following features:
- 9.34.1 4 x 4 AWD capability;
 - 9.34.2 Saloon, estate or hatchback (with at least 4 doors);
 - 9.34.3 Large enough/capable of accommodating emergency equipment safely and securely;
 - 9.34.4 Capable of seating at least four adults in seats fitted with seat belts;
 - 9.34.5 Emissions from blue light lease cars will be reduced from 222gms/km to 160gms/km with effect from the approval date of this document (2016/17), and will be further reduced to 140gms/km from 1 April 2017.
 - 9.34.6 A colour scheme which preserves the corporate image.
- 9.35 The Trust will be responsible for the specification and installation of all audible and visual emergency warning equipment. Cars will not be marked externally and the warning equipment will be fitted in a way that does not draw attention to it until it is required to be used.
- 9.36 The definition of business mileage and taxation of those under the blue light user scheme is defined by HMRC. Employees hold their own personal liability for taxation and the information supplied to HMRC on their behalf under this scheme. For full details of the HMRC requirements employees should refer to the HMRC website.
- 9.37 Business mileage;-
- 9.37.1 Will not include ordinary commuting or private travel. This is defined as the journey that employees make between their home and their permanent or nominated place of employment. (There is no exception to this point for on call under 9.37.2)
 - 9.37.2 The Trust will pay business mileage where an employee is on call as part of an operational on call rota and has logged onto the CAD. The mileage that is eligible for claiming is only that incurred during the hours of the on call rota duty for any travel as a direct result of on call issues. For days the individual is only on call and not on duty, such as weekends, claim for business mileage is limited to a maximum of 20 miles per duty unless the individual is assigned for a specific task which requires business travel.
- 9.38 Blue light lease car users will be issued with a registration-specific fuel card and arrangements for fuel rates are described in Section 8.23.
- 9.39 Employees under the lease car scheme are required to utilise the Trusts bulk fuel supplies whenever possible and practical for daily usage.

10. Trust Provided Vehicle (Business Use Only) – Assigned to Individual

- 10.1 The Directors or nominated delegate will determine where the use of a provided business use only car is appropriate and beneficial to the Trust, based on the criteria listed below:

-
- 10.1.1 The employee requires a vehicle to perform their job function, but does not wish to use their own car under one of the schemes outlined in section 9, or
 - 10.1.2 The employee does not want a lease car with private use as outlined in section 9, or
 - 10.1.3 The employee's annual business mileage exceeds 3,500 miles a year. and the provision of a lease car with private use is not as cost effective; or
 - 10.1.4 The Chief Executive Officer determines that there is a requirement which is to the benefit of the Trust.
- 10.2 The choice of make and model will be determined by the Fleet Manager and will be appropriate for role or task and demonstrate value for money.
 - 10.3 The employee's Director will be responsible for determining where additional vehicle-fitted equipment is a requirement for the vehicle's role. The Fleet Manager will determine the technical specification and approve installation arrangements.
 - 10.4 The car is provided for business use only and all costs are met by the Trust for the business journeys. A fuel card will be kept in the car. Fuel should be supplied via the Trust's bulk fuel arrangements, wherever practicable, and commercial fuel purchased only when bulk fuel supply is not available to the user. All mileage and fuel purchases have to be recorded on the appropriate form, signed by both user and line manager and submitted on a monthly basis.
 - 10.5 The car will require a mileage log to be completed for each and every journey so that the driver can be identified subsequently where necessary, for example, where a traffic offence has been committed. These documents will be audited by the Fleet department.
 - 10.6 All cars provided for business use only purposes will be fitted with a GPS tracking device to enable the Trust to have access to the vehicle when required.
 - 10.7 Confirmation of these business use only journeys must be submitted to Finance/Fleet at the end of each month. Any tax penalties/interest generated from private mileage will be deducted from the employee's salary in accordance with the Overpayment and Underpayment of Salary/Errors Policy.
 - 10.8 The definition of business mileage is defined by HMRC and employees hold their own personal liability for taxation and the information supplied to HMRC on their behalf under this scheme. For full details of the HMRC requirements employees should refer to the HMRC website.
 - 10.9 Business mileage:
 - 10.9.1 Will not include ordinary commuting or private travel. This is defined as the journey that employees make between their home and their permanent or nominated place of employment
 - 10.9.2 The Trust will allow business mileage where an employee is on call as part of an operational on call rota and has logged onto the CAD. The mileage that is eligible is only that incurred during the hours of the on call rota duty for any travel as a direct result of on call issues. For days the individual is only on call and not on duty, such as weekends, business mileage is limited

to a maximum of 20 miles per duty unless the individual is assigned for a specific task which requires business travel.

10.10 Depending on the role of the employee using the vehicle the vehicle will either be:

10.10.1 Parked at the employees designated base when not in use to avoid any home to office benefit charges; or,

10.10.2 Will be parked at the employee's home address on the provision that the employee is deemed to be available to respond to any emergency call out, such as when operating under an operation on call rota duty. The Director responsible for the employee will determine and approve where these conditions are met.

10.11 Employees under the Business Use Only scheme are not permitted to utilise their vehicles for any private mileage journeys. Any such use will be investigated and dealt with appropriately by the Trust and may invalidate the scheme leaving employees with taxation liabilities.

11. Trust Provided Vehicle (Business Use Only Pool car) – Assigned to Department/Location

11.1 The use of a pool car can provide a cost benefit to the Trust, where there is a group of employees, within a business unit, who individually do not meet the criteria for one of the other options contained within this policy but collectively have a requirement for business travel.

11.2 A pool car is defined as a vehicle which is available for use by more than one person and which cannot be taken home overnight. There are exceptions to this which are specific rather than general, for example, if an early journey start is required and it would be impractical for an employee to come into their normal place of employment to collect the car in the morning then taking the car home would be allowed. These cases must be approved by the employee's line manager on each occasion.

11.3 The appropriate Director will approve all pool cars used within their area of responsibility in the Trust based on a business appraisal of their cost benefit to the Trust and continual monitoring of the car's utilisation and cost. Directors will inform the Fleet Manager of their business needs.

11.4 The car will require a vehicle log book to be completed for each and every journey so that the driver can be identified subsequently where necessary, for example, where a traffic offence has been committed. These documents will be audited by the Fleet department.

11.5 All cars provided for business use purposes only will be fitted with a GPS tracking device to enable the Trust to have access to the vehicle when required.

11.6 The car is provided for business use only and all costs are met by the Trust for the business journeys. A fuel card will be kept in the car. Fuel should be supplied via the Trust's bulk fuel arrangements, wherever practicable, and commercial fuel purchased only when bulk fuel supply is not available to the user. All mileage and fuel purchases have to be recorded on the appropriate form, signed by both user

and line manager and submitted on a monthly basis.

12. Short Term Hire Vehicle

- 12.1 The use of a short term hire car can provide a cost benefit to the Trust where there is a travel requirement which is known in advance to enable the hire company to deliver a car to the employee's place of work in time for the intended journey.
- 12.2 The short term hire facility can be particularly useful for employees who do not have a regular business travel requirement but irregularly need to attend training courses or presentations.
- 12.3 The short term hire car is available for business use only and cannot be taken home overnight. There are exceptions to this which are specific rather than general, for example, if an early journey start is required and it would be impractical for an employee to come into their normal place of employment to collect the car in the morning then taking the car home would be allowed. These cases must be approved by the employee's line manager on each occasion.
- 12.4 Short term hire cars will be ordered through the Lease Car administrator to enable consistent purchasing practice throughout the Trust and to monitor the use and overall costs.
- 12.5 The car is provided for business use only and all costs are met by the Trust for the business journeys. A fuel card will be kept in the car. Fuel should be supplied via the Trust's bulk fuel arrangements, wherever practicable, and commercial fuel purchased only when bulk fuel supply is not available to the user. All mileage and fuel purchases have to be recorded on the appropriate form, signed by both user and line manager and submitted on a monthly basis. It is particularly important to ensure that short term hire vehicles are refuelled prior to return to the hire company to avoid expensive charges.
- 12.6 If a short term hire vehicle is used by an employee to cover the use of their lease car which may be unavailable through accident/repair, the lease user should fuel the short term hired vehicle and claim mileage reimbursement in the same way as described in 8.25.
- 12.7 The provision of fuel will be by Trust fuel card which requires adequate local management and recording for all fuel issued. It is particularly important to ensure that the short term hire car is refuelled prior to return to the hire company to avoid expensive end of hire costs.

13. Calculation of Mileage to be Reimbursed

- 13.1 Employees will be reimbursed for miles travelled in the performance of their duties which are in excess of the home to agreed work base return journey. Normally, the miles eligible for reimbursement are those travelled from the agreed work base and back. However, when the journey being reimbursed starts at a location other than the agreed work base, for example, home, the mileage eligible for reimbursement will be as set out in the example in Table 3 below.

Table 3

Eligible mileage Eligible mileage – illustrative example In this example the distance from the employee’s home to the agreed base is 15 miles		
Journey (outward)	Distance	Private miles
Home to base	15 miles	15 miles
Home to first call	Less than 15 miles	All miles will be deemed to be private
Home to first call	More than 15 miles	15 miles will be classified as private
Journey (return)		
Last call to base	Business mileage ends at base	Nil
Last call to home	Less than 15 miles	All miles will be deemed to be private
Last call to home	More than 15 miles	15 miles will be classified as private

- 13.2 Mileages to be claimed between Trust premises, where not shown in locally available mileage matrices, should be via the shortest practical route.
- 13.3 Employees based at home for mileage purposes shall be paid the Standard Rate or Reserve Rate as appropriate for all journeys by the most direct route, except where an alternative route is demonstrably more expedient e.g. in terms of time and/or safety.
- 13.4 Emergency response blue light user employees; private mileage is calculated as mileage from home to agreed work-base journey. See Table 3 above.

Process for Claiming Travel Expenses

- 13.5 All claims for travel, mileage and expenses must be made by completing the appropriate Trust Claim form. All claims for travel and expenses must be accompanied by relevant receipts. If there are no receipts the expense will not be authorised or reimbursed, unless there is good reason for the receipt not being available. This should be noted on the claim form and signed by the authorising manager.
- 13.6 All claims should be made on a monthly basis and no later than three months after the expense has been incurred. Any claim ‘older’ than three months will not be authorised unless in exceptional circumstances i.e. staff member being unable to submit the claims due to being incapacitated.
- 13.7 All claims for travel and expenses must be reviewed and authorised by the employees’ line manager or other authorised signatory.
- 13.8 Failure to provide information in line with this policy may result in incorrect or incomplete records and incorrect information being reported to HMRC.

14. Policy Review

- 14.1 This policy will be reviewed on a three yearly basis or amended in the light of new employment legislation and/or relevant case law.

Appendix A – Equality Impact Assessment

Equality Impact Assessment Initial Screening Form
--

<i>Please refer to the guidance notes “How to carry out an Equality Impact Assessment”</i>

Document Reference:	Document Title: Business Travel Policy
Assessment Date: 14/04/2014	Document Type: HR Agreement
Responsible Director: Stephen Day	Lead Manager: Paul Henry

Step 1:	Identify main aims of policy
----------------	-------------------------------------

Describe the main aim, objectives and intended outcomes of the proposed project/policy

Aim: To outline the processes for employees utilising Trust and own vehicles.
Objectives: <ul style="list-style-type: none">- To detail the financial effects of using various vehicles- To explain the eligibility criteria- To explain to employees the processes to be followed
Intended Outcomes: To provide a clear and comprehensive aid for staff and managers to follow.

Step 2:	Collect and Analyse Information
----------------	--

Has any previous work or research been done on equality issues in the area of the proposed project/policy? If so, what were they?

No

You should ask relevant questions in relation to all the strands equality & diversity, but information gathered should be relevant to your needs that will inform your decisions around the topic you are reviewing. If you identify a need for information that is not available you should consider and plan with the relevant others how this information could be obtained.¹

Gender including transgender	Do you have enough information?	Yes	No
	What else do you need to know?		
Race	Do you have enough information?	Yes	No
	What else do you need to know?		
Disability	Do you have enough information?	Yes	No
	What else do you need to know?		
Sexual Orientation	Do you have enough information?	Yes	No
	What else do you need to know?		
Age	Do you have enough information?	Yes	No
	What else do you need to know?		
Religion & Belief	Do you have enough information?	Yes	No
	What else do you need to know?		

¹ Refer your need for information and proposal to the Equality & Diversity Steering Group using a copy of this page with your information before proceeding to ensure all similar requests can be coordinated

Step 3:	Identify the level of impact
----------------	-------------------------------------

To help you think about this, you should complete the High, Medium, Low table and give reasons/comments for where:

- (a) The policy/strategy/project could have a positive impact on any of the equality target groups or contributes to promoting equality, equal opportunities and improving relations within equality target groups.
- (b) The policy/project/procedure could have a negative impact on any of the equality target groups, i.e. disadvantage them in any way. **If the impact is high, a full Equality Impact Assessment should be completed.**

Equality	a. Positive impact			b. Negative impact			c. If NONE how did you evidence this?
	Low	None	High	Low	None	High	
Gender (including transgender)		X			X		Applicable to all with a driving licence
Race		X			X		Applicable to all with a driving licence
Disability		X			X		Applicable to all with a driving licence
Sexual orientation		X			X		Applicable to all with a driving licence
Age		X			X		Applicable to all with a driving licence
Belief and Religion		X			X		Applicable to all with a driving licence

Step 3^a: Decide if policy is equality relevant

Does the proposed project/policy have an explicit focus on inequalities, human rights and diversity? If so, how?

No

Is there a risk that the proposed project/policy may unintentionally mask or cause a negative impact on equality and diversity?

No

Is there a risk of adverse impact? If yes, please list the specific risks. If no, please explain the basis of your judgement.

No

Step 3^b: Record findings and produce action plan

If there are any potential or actual risks, what action will be undertaken to mitigate the specified risks, or to minimise the adverse impact. Within what timescales will this be done, what are the implications on resources and who will be responsible?

Findings	Proposed action	Timescale	Implications on resources	Responsible lead

Please state how the policy, procedure or process will be monitored for inequalities that may arise after the implementation:

This policy will be reviewed three yearly.

Summary:

On the basis of the information/evidence/consideration so far, do you believe that the proposed project/policy will have a positive or adverse impact on equality or diversity? (please circle one)

Positive Impact		Adverse Impact	
Yes	No	Yes	No

Basis for your judgement:

Has a significant adverse impact been identified that requires a Full Equality Impact Assessment?

YES	Some Impact Identified	NO
------------	-------------------------------	-----------

Name of the project/policy lead completing this assessment:

Name: Jon Moore	Job Title: Executive Officer
Signature:	Date: 14/04/2014

**Please email this completed draft document to the Equality & Diversity Lead for quality assurance purposes and record monitoring.
*This form must accompany all policies and procedures when sent to Trust Board Committee or Group for approval***

Executive Summary Page for Equality Impact Assessment:	
---	--

Document Reference:	Document Title: Business Travel Policy
---------------------	--

Assessment Date:	Document Type:
------------------	----------------

Responsible Director:	Lead Manager:
-----------------------	---------------

Conclusion of Equality Impact Assessment: No issues identified

Recommendations for Action Plan:

Risks Identified:

Approved by a member of the executive team:	
--	--

YES	NO
------------	-----------

Name:	Position:
-------	-----------

Signature:	Date:
------------	-------

This whole document should be stored with the master document and a final approved copy must be sent to the Equality & Diversity Lead at Bedford Office
--