



## Safe Driving Policy

### Policy Overview

RCU Solutions (the Company) will do all that is reasonably practicable to ensure that vehicles used for its activities are maintained in a state of good repair and that drivers are qualified and competent to operate them. Drivers are required to inform the Company of any penalties or endorsements they receive and any faults or damage to the vehicles.

Employees may be provided with a company or hired vehicle to assist them in the performance of their duties.

### Driving Licences

All employees who drive company or hired vehicles must have a current, full driving licence which authorises them legally to drive. The original driving licence must be presented at the start of employment. Licences of anyone who drives on company business will be checked annually. The line manager must be notified of any new endorsements to the licence throughout the year. Failure to do so may result in disciplinary action.

### Disqualified Drivers

Employees who are disqualified from driving are not permitted to drive any company or hired vehicle at any time, nor drive any vehicle during the course of carrying out their duties. Any employee found to be driving a company vehicle, or any vehicle, while disqualified, will be subject to disciplinary action. All drivers of company vehicles and those driving on company business (be it lease or their own vehicles etc) are required to notify all motoring offences to the Company.

### New Employees

Before being allowed to drive a company or hired vehicle anyone who has any of the following endorsements on their licence, must obtain approval from the Insurance Company via the Administrator/Office Manager:

- DR Driving under the influence of drink/drugs
- CD/DD Careless or Dangerous driving
- U/T Theft
- AC 10/20 Fail to stop/fail to report road traffic accident
- BA Driving whilst disqualified
- MS50 Racing on highway
- X99 Other disqualifications
- Speeding and other less serious offences – instances where there are 6 or more current penalty points

NOTE: Under the Rehabilitation of Offenders Act 1974, convictions are “spent” after the following periods:

Type	After Date of Conviction
Fine	5 years
Licence Endorsement	4 years
Drink Driving	11 years



N.B. The only business use covered is that of company business as defined in the insurance policy. Use by authorised drivers for any occupation (including part time occupations) other than company business is not covered.

### **Use of Own Car for Company Duties**

Any employee who regularly uses their own car for company business must ensure that their insurance policy is fully comprehensive and includes driving by the Policyholder on company business. The employee shall produce a copy of the insurance certificate to the Company and copies of MOT and service documents when required.

### **Loan/Hire Vehicles**

Where an existing company or hired car driver accepts a courtesy/loan vehicle in place of a company or hired car (with authorisation from the Company) the following information must be passed immediately to the Company:

- Full details of the make/model and registration number of the replacement vehicle
- Details of the vehicle being temporarily replaced and period of loan/hire
- Purpose of hire/loan, if different from the permitted use under the company policy
- Confirmation that all intended drivers of the loan/hire vehicle have been declared and accepted by the Company and/or Insurers.

### **Foreign Travel**

The Managing Director must give advance permission for all occasions where it is proposed to take a company or hired vehicle outside the UK. Once the trip is approved by the Managing Director, individuals will be given a letter of consent from the leasing company to take the vehicle abroad. The insurance company may also need to know what countries are being visited as some EEC countries may require additional paperwork to support the insurance certificate.

You are reminded that the following documents are normally required when taking a vehicle abroad:

- Valid Driving Licence
- Insurance Certificate
- Vehicle Registration Documents and/or Form VE103A (if leased or hired)
- Letter of Authorisation
- Individuals need to familiarise themselves with motoring requirements of the countries they intend to visit – spare light bulbs, warning triangles, high visibility vests, speed limits, general warning and information signage. When driving in France, the driver must carry two disposable breathalysers.

### **Maintenance of Vehicles**

It is the responsibility of all drivers to keep their vehicle is roadworthy and clean at all times. The following checks must be made regularly:

- Tyre pressures and condition – including spare tyres – must conform to legal requirements

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- Coolant levels including anti-freeze and Ad Blue
- Engine oil level
- Brake fluid level
- Battery Water (distilled) if applicable
- Windscreen wiper blades and windscreen washer fluid level
- Head and side lights, indicators, brake lights and fog lights

Please note that screen wash is not a reclaimable expense.

### **Servicing**

Employees must ensure that company or hired vehicles are maintained and serviced in accordance with the manufacturers' and contract hire and leasing companies' requirements. Sufficient notice will be given to the driver by the Company in regard to servicing. The driver is to ensure that the vehicle is delivered to the required location at the designated time. If mechanical breakdown occurs due to the failure of the driver to observe recommended service intervals the driver could be liable for the cost of any repairs incurred. The company reserves the right to withdraw the provision of a company or hired vehicle to any employee who fails to maintain and service it in accordance with this policy.

### **Road Fund Licence/Road Tax**

Drivers are responsible for ensuring that they have a valid road fund licence/road tax at all times.

### **MOT**

An MOT reminder will be sent to the Company; the driver will then be informed of the time and location where the vehicle must be taken.

### **Fuel and Other Running Costs**

When purchasing fuel for their company or hired vehicles, whenever possible employees must purchase lower cost fuel, for example fuel from supermarket petrol stations rather from petrol stations at motorway services. Employees are encouraged to purchase lower cost fuel before embarking on motorway journeys if possible. All Employees are responsible for covering the cost of the Dart charge & Congestion charge whilst using a company vehicle. Any Employee who doesn't cover the cost of the charges will have the relevant fees deducted from their salary.

### **Penalties, Endorsements and Charges**

Employees must meet the cost of parking tickets, traffic congestion charges, penalties for non-payment of parking tickets and traffic congestion charges, speeding offences and all similar charges and penalties and any related administration charges levied by contract hire or leasing companies. If necessary, the cost of such charges and penalties will be deducted from the employee's salary. Registration and payment for access to congestion charge areas will be made by the Company.



### **Cleaning of Vehicles**

It is not a reclaimable expense to have a company car cleaned or valeted. Drivers must ensure that both the interior and exterior of their company vehicle are cleaned regularly and must meet the cost of any car washing, valeting or other cleaning. Where it is considered that a company vehicle has not been kept clean and tidy in accordance with this policy, the Company may have the vehicle valeted at the employee's expense.

### **Scratches and Dents**

The vehicle must be kept in good repair at all times – fair wear and tear excepted. Fair wear and tear does not include:

- bodywork scratches and dents, other than small scratches and chips
- stains burns or tears on seats or carpets

If a car is returned at the end of the lease period with any damage which has not previously been reported, the cost of repair may be recovered from the driver.

All costs incurred by the driver through negligence are not a reclaimable expense e.g. filling vehicle with wrong fuel.

A Company or hired vehicle is a valuable asset. Please look after it as though it were your own property. The Company retains the right to check vehicles for damage on a regular basis without previous warning.

### **Accident Procedure**

At the scene of the accident (or as soon as possible after) the following procedure should be followed:

- At no stage should you admit liability for an accident
- Do not apologise! This may be confused with an admission of guilt
- Report incidents to the emergency services immediately (if appropriate) and record the name of the attending officer and police reference number
- Write down any key information about the incident: weather conditions, road conditions, etc
- If possible take photographs of the incident scene/vehicle damage
- Make a note of third Party contact details:
  - Name
  - Address
  - Telephone numbers
  - Insurer details
- Take note of:
  - Third Party vehicle make, model, registration
  - extent/area of damage
  - number of passengers in Third Party vehicle
  - Third Party driver/passenger injuries
  - Obtain full details – name, address, and telephone numbers of all witnesses
- Ensure the Company is informed



### **Accident and Theft Penalty Scheme**

The Company operates a penalty scheme for careless drivers.

Any incident or accident involving a company or hired vehicle will be deemed to be the fault of the employee responsible for that vehicle unless the other party's insurance fully covers the cost of the damage to the company vehicle or the cost of all damage.

#### *First accident which is the employee's fault*

The Company will investigate the accident. The Company may take any action that it deems appropriate although it is unlikely to take further action unless:

- In the Company's view it is a serious accident; and/or
- the Police are involved; and/or
- the accident results in litigation; and/or
- as a result of the accident, the Company incurs costs greater than the excess on the Company's insurance policy in force at the time

Unless in the Company's view it is a serious accident, no excess will be charged for the first accident. If the Company however, based on the information received, believe that it was a serious accident may require the employee to meet up to half the total cost of repairing any damage to the company vehicle involved up to a maximum of 25% of the excess on the Company's insurance policy in force at the time.

For further fault accidents in a rolling 18 month period from the date of the first accident, the Company will require the employee to contribute 35% of the excess. The Company may also require the employee to attend one or a series of refresher driving lessons within a given period of time, usually 3 months, in the employee's own time and at his/her own expense. Failure to comply with any such requirement may result in the provision of a company vehicle being withdrawn from the employee.

#### *Third accident occurring within 2 years of the first accident*

If a third accident occurs within 2 years of the date of the first accident, the Company may require the employee to meet up to half the total cost of repairing any damage to the company vehicle involved up to a maximum of 50% of the excess on the Company's insurance policy in force at the time. The Company may also withdraw the provision of a company vehicle from the employee.

The Company may also require the employee to attend one or a series of refresher driving lessons within a given period of time, usually 3 months, in the employee's own time and at his/her own expense. Failure to comply with any such requirement may result in the provision of a company vehicle being withdrawn from the employee.

Under certain circumstances at the discretion of the Company, a £500 excess will be passed to the Driver of the vehicle if a laptop computer or similar is stolen from an unattended vehicle and the computer has been left in plain view.

### **Personal Property left in Company Vehicles**

Any personal property left in company vehicles is left at the employee's own risk, and in the event of theft or any other loss insurance claims must be made under the employee's own personal insurance policies.

### **Spare Keys**

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All spare keys for Company/Pool vehicles must be held by the Company. On arrival of a new vehicle the spare key must be given to the Company. If for any reason the spare key is needed a receipt will need to be signed.

### **Mobile Phones**

It is illegal to use mobile phones whilst driving without the use of a hands-free set. Therefore, whilst driving in the course of business, employees must only use mobile phones with a hands-free set and, even then, only when it is necessary for them to make or receive a call and it is safe to do so. Employees must not type, send or read text messages whilst driving.

When making or answering calls whilst driving, employees will:

- keep the calls that they make and answer to a minimum:
- when answering calls, explain to the caller that they are driving and, if possible, arrange to call back at a time when the employee knows he/she will have a break, or have completed, his/her journey
- keep the length of calls as short as possible
- Find a safe place and pull over to make or answer calls

Employees must not use mobile phones at all if they are driving in circumstances which may make it dangerous for them to do so, for example, in bad weather, poor visibility or heavy traffic. The use of phones when driving is seen as potentially dangerous in all circumstances as it is a distraction. For the avoidance of doubt, a failure to observe these rules may result in disciplinary action being taken against the employee in accordance with the Disciplinary Policy and Procedure.

### **Seat Belts**

It is a legal requirement that seat belts must be worn at all times while driving. Please also ensure that passengers wear seat belts at all times. Any penalties or charges raised for non-compliance will be the sole responsibility of the driver of the vehicle.

### **Modification to Vehicles**

Where the Company contracts for hire vehicles for its employees' use, the Company will not pay for any additional accessories to be fitted to hire vehicles unless they are specifically for the Company's activities. For example, if a hire vehicle does not have a radio fitted, the Company will not pay for one to be fitted. Employees may pay for additional accessories to be fitted with the prior approval of the Company and the contract hire company.

### **Eye Tests**

It is recommended that drivers have their eyes tested at least every 2 years. This is to be conducted at the driver's own expense.

### **Driving Hours**

In planning journeys, drivers should allow for a sufficient number of adequate rest breaks during the journey. The recommendations are that drivers should allow for a minimum 45 minute break after 4½ hours cumulative or



continuous driving (or 2 or 3 breaks of no less than 15 minutes during the driving period so that the total adds up to at least 45 minutes in 4½ hours).


### **Alcohol & Drugs**

Drivers are not permitted to drive their vehicle while under the influence of alcohol or drugs. Offenders will be subject to disciplinary proceedings if caught as well as potential criminal proceedings by the Police. Random and For Cause testing will be conducted in accordance with the Company's Alcohol & Drugs Policy. If taking prescription drugs please check that these do not affect driving ability and inform the Company.

### **Smoking Policy**

Smoking is not permitted in hire/pool vehicles and any valeting cost incurred will be borne by the driver.

**Managing Director**  
**Glenn Clark**  
**November 2019**

  
**Operations Director**  
**Nick Carroll**  
**November 2019**