

Company Vehicle Policy

Rev1

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Managing Director - Kevin Hague



AARSLEFF CENTRUM



1. POLICY STATEMENT

1.1 This policy applies to all companies within Aarsleff Ground Engineering Ltd UK and Avoncross Ltd, including companies trading as Centrum Pile and Cannon Piling (referred to in this statement as 'The Company').

1.2 This policy is non-contractual and the Company reserves the right to amend or withdraw the policy at any time at the Company's discretion.

1.3 These are the General Company Vehicle Rules and are relevant to **ALL VEHICLE USERS**

1.4 Users of the Cannon Piling HGV's are governed by this general policy in addition to requirements placed on them in relation to the Restricted Vehicle Operators Licence and by the Dept for Transport as HGV vehicle licence holders.

2. RESPONSIBILITIES FOR THIS POLICY

2.1 Our Board of Directors have overall responsibility for the effective operation of this policy.

2.2 This policy is reviewed annually by the Management Board and forms part of the Integrated Management System

2.3 The Office Manager is responsible for administering this policy

3. ALLOCATION OF COMPANY VEHICLE

3.1 Each Company Vehicle is individually allocated to an employee (the Vehicle User) conditional on their acceptance of this Policy. The allocated user is responsible for the vehicle at all times.

3.2 It is the responsibility of the Vehicle User to bring this Policy to the attention of any other person authorised by a Line Manager or the Office Manager to drive the Company Vehicle.

4. CONTROL OF COMPANY VEHICLE

4.1 Each Company Vehicle remains at all times under the control of the Company. All Company Vehicles are either administered via our vehicle management company (currently Pendragon) or purchased and owned directly by the business, the Vehicle User should refer to their Driver Support services for assistance with items such as accident recovery, breakdown recovery, tyres, servicing etc. in relation to their individual scenario.

4.2 A guide on how to access these services is supplied to the Vehicle User at point of issue of the vehicle. The renewal of road fund licences for leased vehicles is the responsibility of the vehicle management company.

4.3 The responsibility for renewal of road fund licences for owned vehicles is the purchasing team, although it is the driver's responsibility to check. Provision of insurance cover in all cases is the responsibility of the Company.

4.4 The movement of the vehicle to another employee in connection with the Company's business must be approved by the appropriate Line Manager and notified to the / Office Manager so the necessary records and portals can be updated.

4.5 The holding of a full current driving licence is recognised as being the minimum level of competency necessary for driving a Company vehicle. However, certain age and endorsement restrictions as well as inexperienced driver restrictions may apply under our insurances, please consult the Office Manager for further information if you are under 25, have only passed your driving test within the last 12 months, or have 6 or more points on your licence.

4.6 The Company reserves the right to withdraw permission to drive Company Vehicles in cases of abuse, including but not limited to, inadequate maintenance and reckless or irresponsible acts. This may also apply to serious breaches of the Road Traffic Acts of 1988 and 1991.

4.7 The Company Vehicle must not be used by any driver whilst under the influence of prescription / over the counter Medication (where the user is likely to be impaired), illegal drugs including psychoactive substances or Alcohol. It is also to be noted that Smoking and /or Vaping is not permitted in any Company Vehicles.

4.8 Failure to comply with this instruction may result in the Company withdrawing permission for the driver to drive any Company Vehicle and after investigation / disciplinary action may result in summary dismissal.

4.9 Learner drivers are not permitted to drive a Company Vehicle

4.10 All work-related journeys must be planned by the Vehicle User (or any other driver of a Company Vehicle) to ensure safe passage.

4.11 Due allowance must be made for breaks in the journey in order to avoid driver fatigue. Irrespective of the preliminary planning, if fatigue that could affect driving ability is experienced during the actual journey, the driver must park in an appropriate, safe location and rest before re-commencing the journey.

4.12 Rallying, racing or use on other business interests is forbidden and would invalidate the insurance cover. The cost of unreasonable or excessive private use may be required to be reimbursed to the Company at the Line Manager's discretion.

5. AUTHORISED DRIVERS

5.1 In addition to the Vehicle User and other Company Vehicle Users, the Vehicle User's partner may drive the Company Vehicle, provided they hold a valid driving licence, and have no more than 6 penalty points and have submitted their licence to the company to be checked by Drive Tech.

5.2 No other person may drive a Company Vehicle without the prior, written consent of the Line Manager (except in emergency situations - in such situations the “other person” must hold a valid driving licence).

6. DRIVING LICENCE

6.1 The Vehicle User or other authorised driver must hold a current valid full driving licence (a provisional license is NOT acceptable).

6.2 On being granted the use of a Company Vehicle, the Vehicle User will be required to produce details of their driving license to the Office Manager via the online portal Drive Tech, and to provide a copy to the HR team who will include it in the employee’s personnel file. This information will be checked and recorded annually by the Drive Tech or more frequently if the license is shown to have penalty points.

6.3 Should the driving license become invalid it is the responsibility of the Vehicle User to immediately cease driving any Company Vehicles and to notify the HR Department and the Office Manager or their nominee. Drive Tech will also alert the Company in these instances and failure to disclose by the employee may result in disciplinary action.

7. CONVICTION OR FINES

7.1 Should the Vehicle User or authorised driver be convicted of any motoring offence, the facts must be notified immediately to the Line Manager, the Office Manager and the HR Department and be recorded in the Company’s records.

7.2 The Company reserves the right to withdraw the use of a Company Vehicle if it deemed that further use of the Vehicle may cause a hazard to the Health and Safety of the driver, passengers or other road users.

7.3 If the Vehicle User is convicted of being in charge of a Vehicle whilst unfit by reason of alcohol or drugs, the Line Manager or their nominee will withdraw the Company Vehicle immediately.

7.4 Any costs in connection with any convictions, offences or fines, including administration fees incurred by the Vehicle User for whatever reason will be recovered from the Vehicle User via salary or in the event that they are leaving the business their final pay.

7.5 If the employee’s final pay is not sufficient to cover the sum owed, then the employee must arrange to make a separate payment to the Company.

7.6 The Company reserves the right to recover the sum owed via legal proceedings in the event that the employee does not repay the full amount.

8. TOWING

8.1 Towing of caravans and trailers is permitted subject to the prior consent of the vehicle management company.

8.2 Such consent will only be provided if the towing attachments are of the type approved by the car manufacturer, fitted by an approved organisation and fitted at the expense of the Vehicle User.

8.3 If the towing attachments are removed before the Company Vehicle is handed back to the vehicle management company, all holes/damage must be made good at the expense of the Vehicle User. If found that this has not occurred, any costs associated with this damage will be collected from the Vehicle User via salary.

8.4 Where towing is duly authorised, it must be noted that the Company's insurance policy does not provide cover for any damage or loss of the privately-owned towed unit. Such insurance must be arranged by the Vehicle User.

9. EXTRAS AND SPECIAL FITTINGS

9.1 No extras will be provided at the Company's expense

9.2 Extras and special requests by the Vehicle User must be subject to the prior consent of the vehicle management company and will be fitted at the Vehicle User's expense.

9.3 If factory fitting is required, the extras must be specified at the time the Company Vehicle is ordered and no allowance will be made to the Vehicle User in respect of any extras when the Company Vehicle is returned.

9.4 In respect of other extras, these may be removed when the Company Vehicle is handed in provided that all holes etc. are made good at the expense of the Vehicle User.

9.5 Any damage found after return will be the responsibility of the Vehicle User and costs collected via salary, or in the event that they are leaving the business their final pay.

9.6 If the employee's final pay is not sufficient to cover the sum owed, then the employee must arrange to make a separate payment to the Company.

9.7 The Company reserves the right to recover the sum owed via legal proceedings in the event that the employee does not repay the full amount.

9.8 In the event that a new user is issued an existing Company vehicle with prior damage, the prior damage will be logged upon issue and the new vehicle user will not be liable for pre-logged prior damage.

10. MOBILE PHONES

10.1 Users of Company Vehicles who do not have the hands-free facility for their mobile phone should travel with their mobile phone switched off. Hand-held mobile phones must not be used for answering calls, emails or messages while driving.

10.2 Before making or receiving any calls, the Vehicle must be parked in a safe place with the vehicle's engine switched off. Stopping on the motorway hard shoulder to make or answer a call, except in an emergency situation, is expressly prohibited.

10.3 Where the Company Vehicle is fitted with effective devices for the making and receiving of calls, texts etc. the Vehicle user must only make or receive calls when it is safe to do so.

10.4 Vehicle Users must be aware that, although it is lawful to use a hands-free mobile phone when driving, the driver remains under a legal obligation to show due care and attention to other road users and to be in control of the vehicle.

10.5 Any phone conversation whilst driving has the potential to act as a distraction and, for this reason, such conversations must be minimised both in terms of frequency and duration.

11. MODIFICATIONS

11.1 The Company Vehicle must not be modified either mechanically, structurally or to the paintwork, including graphics.

12. INSURANCES

12.1 Unless the Vehicle User is specifically advised to the contrary, Company Vehicle insurance cover is fully comprehensive.

12.2 It must be noted that the only "Contents" of the Vehicle that are covered by the company insurance is company-provided computer equipment.

12.3 If the Vehicle User requires insurance cover for any other Contents (including personal belongings), this must be arranged at their expense.

12.4 The Vehicle User is not covered to drive a Vehicle that is not owned or hired by the Company.

12.5 Passengers in Company Vehicles are insured at all times. However, insurance liability does not include any personal injury sustained by the Vehicle driver if the personal injury is sustained as a result of their own negligence (irrespective of whether the Vehicle driver is the Vehicle User, the Vehicle User's partner or any other authorised driver). This is a standard feature of all commonly available car-insurance policies.

13. LEGAL RESPONSIBILITIES

13.1 The Vehicle User and other authorised drivers are expected to be familiar and comply with all aspects of traffic regulations currently in force.

13.2 The Vehicle User is responsible for ensuring that the Company Vehicle complies with current Construction and Use Regulations in respect of condition, lights, brakes, tyres etc. and for reporting to the vehicle management company such defects as may arise so that appropriate action may be taken.

13.3 Safety belts are fitted to the seats of all Company Vehicle, and these must be used at all times. It is an offence for a car to be driven whilst a driver or passengers are not wearing seat belts.

13.4 The vehicle management company, or Office Manager will advise the Vehicle User when MOT tests are due. It is the responsibility of the Vehicle User to ensure that such tests are carried out.

13.5 The Vehicle User is responsible for ensuring that any authorised driver holds a valid full driving licence, either directly or via the Office Manager or their nominee.

13.6 Payment of costs and all fines including administration fees arising from driving offences are the responsibility of the Vehicle User or other authorised driver as appropriate and will be collected via salary, or in the event that they are leaving the business their final pay.

13.7 If the employee's final pay is not sufficient to cover the sum owed, then the employee must arrange to make a separate payment to the Company. The Company reserves the right to recover the sum owed via legal proceedings in the event that the employee does not repay the full amount.

13.8 If the Company is prosecuted in respect of offences under the Construction and Use Regulations, due to alterations by the Vehicle User to the company car the Company reserves the right to take such disciplinary action against Vehicle User as it deems appropriate.

14. REPAIRS AND MAINTENANCE

14.1 It is the responsibility of the Vehicle User to familiarise themselves with the contents of the Vehicle manufacturer's handbook.

14.2 It is the responsibility of the Vehicle User to ensure that the Company Vehicle is regularly serviced in accordance with the manufacturer's recommendations.

14.3 The Vehicle User is responsible for making weekly checks of water, oil, brake fluid / clutch fluid levels and for the condition and pressure of the tyres. Additionally, checks must be made, at appropriate times of the year to ensure that the Company Vehicle is adequately protected with anti-freeze.

14.4 The Vehicle must also (if applicable for the car manufacturer and model) carry a spare tyre (properly inflated), jack and wheel brace, or other appropriate solution for the spare wheel provided by the vehicle manufacturer.

14.5 The Vehicle User is responsible for keeping the Company Vehicle in good order and in a clean and tidy condition. Washing and cleaning will be paid for by the Vehicle User and not the Company.

14.6 The Company reserves the right to claim, from the Vehicle User, reimbursement of any costs incurred as a result of neglect and will do so in cases of wilful abuse via the Vehicle Users salary, or in the event that they are leaving the business their final pay.

14.7 If the employee`s final pay is not sufficient to cover the sum owed, then the employee must arrange to make a separate payment to the Company.

14.8 The Company reserves the right to recover the sum owed via legal proceedings in the event that the employee does not repay the full amount.

14.9 Examples of wilful neglect are;

14.9.1 Leaving the vehicle parked on the street where secure off-street parking is available

14.9.2 Using a vehicle out of its design specification, e.g. using a saloon car to cross a large area of off-road terrain.

14.9.3 Putting the incorrect fluid into the vehicle / in the wrong part of the vehicle e.g. petrol in a diesel etc.

14.10 This is not an exhaustive list, and each act of neglect will be assessed on a case by case basis.

14.11 The Vehicle User is responsible for the safekeeping of the Company Vehicle and its contents.

14.12 Vehicle users are required to complete and return the monthly check document to the contact detailed on the monthly check sheet.

15. ACCIDENTS

15.1 In the event of an accident the following procedure should be adopted by the Vehicle User or other authorised driver:

15.1.1 STOP

15.1.2 Supply your name and address, vehicle registration number and the fact that the Vehicle is owned or leased by the Company to any police officer or other person who has reasonable grounds for requiring that information.

15.1.3 The information described in (15.1.2) above must also be provided in the same way by other drivers/ vehicles involved in the accident to you and you must collect this information. If possible, take photographs of the accident scene damage to the company vehicle and other vehicles involved, in addition to photographs of the damage to the vehicles involved, ensure that you take a photograph of the full vehicle in each case, including the registration plate, as well as location photographs, and the positioning of the vehicles. If it is not provided for any reason, the accident must be reported to the Police within 24 hours.

15.1.4 No matter what the situation, if anyone is injured in the accident the Police must be informed.

15.1.5 Produce a certificate of insurance to the Police, if requested, within five days. Certificates can be obtained when needed from the Business / Office Manager or their nominee and can be produced at any Police Station you select. The certificate must be returned after use.

15.1.5.1 Note that (15.1.1) to (15.1.5) above are legal requirements.

15.1.6 Obtain the names and addresses of all drivers involved in the incident, and that of the vehicle's owner if other than the driver (the law requires this information to be provided), together with the registration number of the other Vehicle (s).

15.1.7 Obtain the names and addresses of any independent witnesses. Their statements can be extremely important in deciding the outcome of a claim.

15.1.8 Obtain the names and addresses of any passengers in the other vehicle(s) or any other person involved in the accident (e.g. pedestrian, cyclist etc.)

15.1.9 Obtain the names and addresses of the companies who insure the other vehicle(s) involved and the policy numbers. The drivers may refuse to divulge this, as is their right. However, a person may insist on seeing a certificate of insurance if anyone in their vehicle is injured. If they refuse, or cannot comply, the matter should be reported to the Police.

15.1.10 The facts of the accident are to be written down at the time, or as soon as possible thereafter, including what others say. A brief sketch of the scene of the accident is to be made and photographs if possible, showing positions of all vehicles before collision, at the time of impact and after impact. Details should be shown of all road markings at the scene. It is essential that this information is transferred onto the claim form (copy of which provided by Office Manager)

15.1.11 If a Police Officer comes to the scene, their number and the address of their Police Station is to be taken. There is no obligation to make a statement to the Police, but if one is made it is to be strictly factual and brief.

15.1.12 If you are too shocked or injured to drive the Police will instruct a local garage to collect the Vehicle, but otherwise if the Vehicle is not driveable you should take steps to remove it to a place of safety and protect it from further damage.

15.1.13 A “European Accident Statement” will be issued to assist in overcoming the language barrier if an exchange of information is needed following an accident abroad.

15.1.14 The Police do not have to be called to the scene of the accident provided the “obligatory requirements” above are complied with. However, if the accident is at all serious it is advisable to call them, especially if it is believed that the other party is to blame.

15.1.15 A report to the Police should be made as follows:

15.1.15.1 If the other driver fails to stop after an accident or if he fails to produce their name and address and that of the Vehicles owner if other than the driver.

15.1.15.2 If a farm or domestic animal (other than a cat) is run over or hit and the owner or keeper is unable to be traced.

15.1.15.3 The accident must be reported to Pendragon immediately by telephone if the company vehicle is leased, they will then advise how you are to proceed with the recovery of vehicle if required. You must then follow their instructions and go with the vehicle to any recovery centre, or you will not be eligible for a courtesy car. If you do not do this and a hire car is required, the costs of this will be charged back to you via your salary, or in the event that they are leaving the business their final pay. If the employee’s final pay is not sufficient to cover the sum owed, then the employee must arrange to make a separate payment to the Company. The Company reserves the right to recover the sum owed via legal proceedings in the event that the employee does not repay the full amount. If the vehicle is owned by the Company, all above details of the incident should be provided to the relevant insurance company, details of which are provided to the Vehicle users by the Office Manager.

15.1.15.4 As soon as practicable (and certainly within 48 hours) you must report the accident to your Line Manager / Office Manager who will assist you with the relevant form to be submitted to the Fleet Insurance Company or their nominee. The appropriate accident report form must be completed and sent to the Office Manager or their nominee in order that internal systems can be implemented, and insurance claims submitted, as soon as possible.

15.1.15.5 The Company’s procedure relating to the obtaining of estimates for repairs etc. must be complied with or any extraneous costs will be charged back to you via your salary.

15.1.15.6 Any notice which you receive of intended prosecution as a result of the accident should be advised to the Office Manager or their nominee.

15.2 DO NOT:

15.2.1 Admit responsibility or liability

15.2.2 Sign any document other than the European Statement (if used)

15.2.3 Make any payment or promises of payment

16. ACCIDENT DAMAGE

16.1 In the event of an accident or damage to the Company Vehicle, this must be reported to your Line Manager and the Office Manager immediately and a full investigation will take place.

16.2 If following the investigation, the employee is found liable for the damage then the cost of any excess may be passed on to the employee, this amount will be determined by driver age, experience and any other stipulations as defined determined by the insurance company, this could result in the cost of the insurance excess being passed on to the employee.

16.3 The sum will be collected via deductions from the employee`s salary, or in the event that they are leaving the business their final pay. If the employee`s final pay is not sufficient to cover the sum owed, then the employee must arrange to make a separate payment to the Company.

16.4 The Company reserves the right to recover the sum owed via legal proceedings in the event that the employee does not repay the full amount.

16.5 If the employee is found liable for multiple accidents, then the employee may be required to undertake driver safety training at their cost and the Company may remove the use of Company Vehicles. Alternatively, if following a full investigation, the employee is found not liable for the damage, then the Company will cover the costs.

16.6 Where possible, for Company owned vehicles the Vehicle should be taken to two approved repairers for estimates. A motor claim form must be completed within 48 hours and forwarded to the Line Manager or their nominee. For leased vehicles, the vehicle user must contact the vehicle management company (currently Pendragon) who will book in the vehicle and organise any relevant repairs directly with the Vehicle User

17. VEHICLE THEFT/ ATTEMPTED THEFT

17.1 The Company Vehicle must never be left unlocked. When left unattended all windows are to be shut, the boot and all doors locked, and the keys removed.

17.2 Theft or Attempted Theft of the Company Vehicle or any accessory/or contents should be notified without delay to the Police (by calling 999), Pendragon (if applicable), the Line Manager and the Office Manager or their nominee, and a Crime Reference Number must be provided to the Office Manager for Insurance record purposes.

17.3 Theft of any personal property is not covered by the Company`s fleet cover.

18. VEHICLE REPLACEMENT

18.1 The Company will not accept any charge for a hired replacement car unless the Vehicle User has obtained prior consent of the Office Manager or their nominee to such a replacement hired Vehicle.

18.2 The Company will normally replace the Company Vehicle in accordance with its policy as stated from time to time.

19. RETURN OF THE VEHICLE

19.1 The Vehicle User will return the Company Vehicle (with all its keys and documents in the possession or control of the Vehicle User) to the Company forthwith at Newark Head Office or to an alternative mutually agreed location:

19.1.1 On the availability of any replacement Company Vehicle.

19.1.2 The Company reserves the right to change Company Vehicles at any time to an alternative Vehicle up to the relevant job grade banding.

19.1.3 If their driving licence becomes invalid for any reason or the Company deems that there has been sufficiently serious breach of the Road Traffic Acts to make continued use of the Company Vehicle unsafe.

19.1.4 Upon ceasing to be employed by the Company for any reason, the employee must return the vehicle to Company premises as agreed with their line manager before the end of their last working day.

19.1.5 The Vehicle must be returned cleaned and valeted in the same condition as when issued at the cost of the employee. If this is not completed the Company reserves the right to pass this cost on to the employee. It must be free from personal possessions and any company equipment is to be returned to the relevant department on the day of return.

19.1.6 Vehicles will be subject to a full inspection within 48 hours of return to the Company.

19.1.7 Failure to return the Vehicle at the agreed, time, location and in an acceptable condition without good reason, or prior conversation with Line Manager and or / Office Manager may result in payment being withheld until the vehicle is returned.

19.1.8 In the event that the vehicle is not returned on the last working day as instructed, on the next working day the vehicle **will** be reported to the police with immediate effect. The Company will not engage in negotiation over the return of the vehicle.

19.1.9 If the Vehicle must be recovered due to being reported stolen, abandoned or broken down at the time of return, the company reserves the right to deduct reasonable expenses, from the employee's salary or issue an invoice to the employee. Examples of expenses include but are not limited to; Storage Costs, Recovery Costs, Seizure Costs, Administration costs directly relating to the vehicle and its return.

19.1.10 In the event that the employee fails to pay to the Company the invoiced sum, the Company reserves the right to recover the sum owed via legal proceedings.

20. USE OF COMPANY VEHICLES

20.1 Drivers of Company Vehicles are required to operate their vehicles in accordance with the provisions of the Road Traffic Acts 1988 and 1991 and in a manner that is safe and responsible at all times.

20.2 All work-related journeys must be planned by the Vehicle User (or any other driver of a Company Vehicle) to ensure safe passage. Due allowance must be made for breaks in the journey in order to avoid driver fatigue. Irrespective of the preliminary planning, if fatigue that could affect driving ability is experienced during the actual journey, the driver must park in an appropriate, safe location and rest before re-commencing the journey.

20.3 Rallying, racing or use on other business interests is forbidden and would invalidate the insurance cover. The cost of private use may be required to be reimbursed to the Company at the Line Manager's discretion.

20.4 The Company Vehicle must not be used by any driver whilst under the influence of prescription / over the counter Medication (where the user is likely to be impaired), illegal drugs including psychoactive substances or Alcohol. It is also to be noted that Smoking and /or Vaping is not permitted in any Company Vehicles.

20.5 Any potential impairment due to a health condition, disability or post-operative treatment will be risk assessed.

20.6 Failure to comply with this instruction may result in the Company withdrawing permission for the driver to drive any Company Vehicle and after investigation / disciplinary action may result in summary dismissal.

21. PERSONAL USE

21.1 It is expected that in the normal course of business usage of the vehicle, occasional, incidental personal use of the vehicle is to be expected. Examples of this include stopping at a shop on the way to site to buy lunch, using the van to make small personal errands whilst lodging, such as visiting supermarkets outside of working hours, or topping up the van with fuel the day before travel.

21.2 No Personal / Private use - The vehicle is not to be used for personal use outside of the manner stated above, any Driver found to be in breach of this policy may be subject to investigation under the Disciplinary Policy. If a policy breach is proven, any tax or fuel implications will be passed on to the Driver (currently the Standard HMRC rate for Tax year 2024 / 2025 is £3960). Fuel costs will be deducted via payroll at the current advisory fuel rate based on fuel type and engine capacity.

21.3 If found that using for personal use the company will apply all necessary taxes even if agreed with Line Manager.

22. USE OF TELEMATICS

22.1 The Company will use Vehicle Technology and Telematics devices (the Quartex System) and the information they provide for the following purposes:

22.1.1 Providing additional protection to employees by assisting the management of occupational road risk to meet our health and safety responsibilities.

22.1.2 Reducing carbon emissions and improving air quality

22.1.3 Helping to plan the logistics and vehicle utilisation for the provision of effective services.

22.1.4 Reducing costs associated with the maintenance of vehicles.

22.1.5 Reducing costs associated with fuel consumption.

22.1.6 Assisting with the location of vehicles that have broken down or been stolen.

22.1.7 Recording drivers' hours to provide evidence of compliance with the Road Transport Directive.

22.1.8 Helping to safeguard employees against vexatious complaints and allegations.

22.1.9 Assisting in work planning – planning routes and schedules, reducing `dead` mileage, knowing which vehicle is closest to a project site, making the best use of vehicles etc.

22.1.10 Providing information on who is responsible for a vehicle at all times.

22.1.11 Providing information on driver behaviour to improve safety.

22.1.12 In circumstances involving Road Traffic Accidents (RTA's) this information will also assist in protecting the Company and its employees from claims arising from such incidents.

22.2 If any poor practice or misconduct is observed through analysis of the system an employee will be made aware of any concerns the use of technology and telematics has identified and be provided with an opportunity to express their viewpoint before any decision to further action is reached e.g. training.

22.3 The telematics technology must not be tampered with. Any wilful action to tamper with or render the telematics technology ineffective will be treated as gross misconduct and investigated under the Company disciplinary policy. The cost of repairing any damage will be passed on to the employee.

22.4 Further information can be found in the Company's Fleet Telematics Policy

23. USE OF PRIVATE VEHICLES

23.1 These rules apply to all personnel employed in the United Kingdom by Aarsleff Group of Companies who are required to use their private vehicle for work related travel.

23.2 Before any employee uses their vehicle for work related travel the employee must first obtain approval of the Line Manager or nominee. Before any such approval is given the employee will be required to provide the Company via a Company called Drive Tech who collect this information on the Company's behalf with the following documentation.

23.2.1 A copy of the employee's valid driving licence. This will be checked annually, and any changes or convictions must be notified immediately.

23.2.2 A copy of the employee's vehicle insurance for the private vehicle to be used. Such insurance must specifically permit the use of the vehicle by the insured in connection with the insured business.

23.2.3 Where the private vehicle is over three years old a copy of a valid MOT test certificate is also required.

23.2.4 The employee must also demonstrate that the vehicle is properly maintained, in accordance with ruling UK legislation, when called upon to do so by the Office Manager. Vehicles must be suitable for the requirements of the role and if electric, have the required range to fulfil business needs.

23.2.5 The employee must exercise all skill and care to ensure the safety of themselves and others whilst using the vehicle for work related travel. The journey should be properly planned and when appropriate the employee must make due allowance for rest breaks during the journey to avoid fatigue. It is the employee's responsibility to ensure that the vehicle is serviceable for the journey (tyres, lights, windscreen washers etc.)

23.2.6 The employee remains fully responsible for their own actions under the Road Traffic Acts of 1988 and 1991 and Road Vehicle (Construction and Use) Regulations whilst the private vehicle is being used for work related travel.

23.2.7 Employees who do not have a hands-free facility fitted in their vehicle should travel with their mobile phone switched off. Hand-held telephones must not be used while driving. Before making or receiving any calls, the vehicle must be parked in a safe place with the vehicle's engine switched off. Stopping on the motorway hard shoulder to make or answer a call, except in an emergency situation, is expressly prohibited.

23.2.8 When hands-free equipment, or similar Bluetooth type device that is designed to provide effective hands-free operation of the telephone, is fitted the phone handset must be secured in a purpose designed cradle or out of the employee's reach whilst driving.

23.2.9 The employee must only make or receive calls when it is safe to do so. Employees must be aware that, although it is lawful to use a hands-free telephone when driving, they remain under a legal obligation to show due care and attention to other road users and to be in control of the vehicle. Any telephone conversation whilst driving has the potential to act as a distraction and, for this reason, such conversations must be minimised both in terms of frequency and duration.

23.2.10 Your own vehicle is deemed as a workplace when being used for business use, therefore, if you are carrying, or going to be carrying passengers, you are not permitted to smoke / vape in your vehicle.

23.2.11 The employee will be reimbursed for the use of their private vehicle for approved work-related travel at a previously agreed rate per mile. The employee will be responsible for recording all journeys of work-related travel on the company mileage record sheet which should clearly state the registration number of the vehicle; details of the journey, the mileage covered and should be extended at the agreed mileage rate. The mileage record sheet will then be signed by the employee's Line Manager and paid by the Company as expenses in accordance with the Company's ruling procedure.

23.2.12 The Company maintains the right not to reimburse travel costs where the vehicle used has not been previously approved in accordance with the above.

24. USE OF A COMPANY VEHICLE AS A POOL VEHICLE

24.1 On occasion, you may be required to drive a company vehicle that has not been assigned to you. It is, therefore, expected that company vehicles will remain in a clean, useable condition at all times.

24.2 Vehicles should be kept in an appropriate condition. We understand that vehicles may be taken onto construction sites, but efforts should be made to ensure that the interior of the vehicle remains tidy, without excess mud or rubbish in the cabin. Vehicles with a severely dirty exterior should be cleaned at the earliest opportunity, ensuring that mirrors, windows, windscreen, lights and numberplates are visible/could not be considered an obstruction. Where the vehicle is not used in the manner expressed above, it is expected that the exterior of the vehicle should also be kept clean as much as practicably possible at all times.

24.3 Child seats may need to be removed.

24.4 Fluids should be checked by the pool user before they take the vehicle, to ensure that there is the required amount of Oil, Add Blu etc in the vehicle.

24.5 Vehicles should be returned to the main user, or to the office with a minimum of ½ a tank of fuel and be placed on charge, if applicable. The vehicle should be returned in the same cosmetic condition that it was taken in, i.e. clean, with no rubbish left inside the vehicle.

24.6 Outgoing and return mileage should be recorded by the pool user and communicated to the / Office Manager and the main vehicle user on return of the vehicle. A log of this should be kept by the Office Manager, in case any NIPs or fines arrive for this vehicle that cover the time period it was borrowed.

24.7 If any faults, warning lights or concerns are raised whilst the vehicle is in the possession of the pool user, it is their responsibility to inform the main user and the Office Manager.

24.8 If the vehicle was used to pass a toll point, e.g. Dart Charge etc the pool user must inform the Main User. It is the responsibility of the pool user to ensure that the charge has been paid.

25. ELECTRIC VEHICLES

25.1 With an increasing number of electric vehicles in use across the Company it is important to be mindful when using the charging bays, EV charging bays located at all Company locations are for plug-in vehicles only. This includes hybrid vehicles but only if they are plug-in hybrid vehicles.

25.2 Electric vehicle users should only use these facilities when plugged in and recharging. Bays should then be vacated as soon as it's possible to do so once the charging is complete allowing for other EV users to make use of the facility.

25.3 Some bays may have a specified time limit with a penalty if drivers exceed the permitted duration. Any penalty received by the vehicle user in a Company vehicle attributing to this will be solely liable for the cost.

25.4 The Company reserves the right to recharge for electricity and will follow HMRC guidelines on tax on Company and private mileage.

26. CLAIMING MILEAGE, FUEL AND ELECTRICITY

26.1 Mileage Reimbursement: An employee may use his/her personal vehicle for business purposes if it is less expensive than renting a car, taking a taxi or alternative transportation.

26.2 The Company will only reimburse employees for mileage that qualifies as business mileage under the applicable HMRC definition.

26.3 Where an employee is entitled to a car allowance or elects to take a car allowance in lieu of a Company car, mileage incurred on Company business will be refunded at the appropriate HMRC rate per mile. These are available on HMRC's website and are updated every 3 months.

26.4 In cases where an employee does not receive a car allowance, then the employee will be refunded mileage at the appropriate. The reimbursement is intended to cover fuel, operating expenses, repairs, maintenance, depreciation, and insurance.

26.5 Business travel that begins or ends at the employee's residence on a normal business day must be reduced by the distance that the employee would normally incur in commuting to or from his/her residence and the location of normal place of work.