

TRUST-WIDE NON-CLINICAL POLICY DOCUMENT

TRUST LEASE VEHICLE

Policy Number:	HR15
Scope of this Document:	All Colleagues
Recommending Committee:	HR Policy Group
Approving Committee:	Executive Committee
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Lead Executive Director:	Executive Director for Workforce
Lead Author(s):	Financial Accountant (Assurance HR Advisor)

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2018 – Version 2

Striving for perfect care and a just culture

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Further information about this document:

Document name	HR15 TRUST LEASE VEHICLE
Document summary	<p>This Policy describes the application of the Trust Lease Vehicle Scheme of Mersey care NHS Foundation Trust. It consolidates all previous policies.</p> <p>The scheme is available to all employees who meet the necessary criteria, or where the Trust has agreed a lease car as part of an employee's remuneration package.</p> <p>All employees will be expected to participate in the scheme if they are classed as economically viable.</p>
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Published by Copies of this document are available from the Author(s) and via the trust's website	<p>Mersey Care NHS Foundation Trust V7 Building Kings Business Park Prescot Merseyside L34 1PJ</p> <p>Trust's Website www.merseycare.nhs.uk</p>
To be read in conjunction with	<p>The employee's contract of employment Sections 17 & 18 and Annex M of the Agenda for Change NHS Terms & Conditions of Service Handbook The Trust's Travel and Subsistence Policy – HR24</p>
<p>This document can be made available in a range of alternative formats including various languages, large print and braille etc</p>	
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Version Control:

		Version History:
Version 1	Mike Jones Approved by HR Policy Group	06/02/2015
Version 2	First re-write Mike Jones and Louise Southern Approved by HR Policy Group	15/02/2018

SUPPORTING STATEMENTS

this document should be read in conjunction with the following statements:

SAFEGUARDING IS EVERYBODY'S BUSINESS

All Mersey Care NHS Foundation Trust employees have a statutory duty to safeguard and promote the welfare of children and adults, including:

- being alert to the possibility of child / adult abuse and neglect through their observation of abuse, or by professional judgement made as a result of information gathered about the child / adult;
- knowing how to deal with a disclosure or allegation of child /adult abuse;
- undertaking training as appropriate for their role and keeping themselves updated;
- being aware of and following the local policies and procedures they need to follow if they have a child / adult concern;
- ensuring appropriate advice and support is accessed either from managers, *Safeguarding Ambassadors* or the trust's safeguarding team;
- participating in multi-agency working to safeguard the child or adult (if appropriate to your role);
- ensuring contemporaneous records are kept at all times and record keeping is in strict adherence to Mersey Care NHS Foundation Trust policy and procedures and professional guidelines. Roles, responsibilities and accountabilities, will differ depending on the post you hold within the organisation;
- ensuring that all colleagues and their managers discuss and record any safeguarding issues that arise at each supervision session

EQUALITY AND HUMAN RIGHTS

Mersey Care NHS Foundation Trust recognises that some sections of society experience prejudice and discrimination. The Equality Act 2010 specifically recognises the *protected characteristics* of age, disability, gender, race, religion or belief, sexual orientation and transgender. The Equality Act also requires regard to socio-economic factors including pregnancy /maternity and marriage/civil partnership.

The trust is committed to equality of opportunity and anti-discriminatory practice both in the provision of services and in our role as a major employer. The trust believes that all people have the right to be treated with dignity and respect and is committed to the elimination of unfair and unlawful discriminatory practices.

Mersey Care NHS Foundation Trust also is aware of its legal duties under the Human Rights Act 1998. Section 6 of the Human Rights Act requires all public authorities to uphold and promote Human Rights in everything they do. It is unlawful for a public authority to perform any act which contravenes the Human Rights Act.

Mersey Care NHS Foundation Trust is committed to carrying out its functions and service delivery in line the with a Human Rights based approach and the FREDA principles of **F**airness, **R**espect, **E**quality **D**ignity, and **A**utonomy

Contents

NOTE: all sections from 1 to 10 must be included in the policy to comply with trust standards for policies and procedures. Sections 11 and 12 may be removed if not required. Delete this note when finalising the document.

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1. PURPOSE AND RATIONALE

1.1 Purpose

This policy sets out the trust's arrangements for the provision of a lease vehicle to eligible colleagues based on the criteria set out below in section 6.2. Eligibility for obtaining a Lease Vehicle.

1.2 Rationale

It consolidates all previous policies and will be effective from February 2018.

The scheme is available to colleagues who meet the necessary criteria (section 6.4), or the Chief Executive or Board Directors of the trust. In all instances a Trust Lease Vehicle Viability Form must be completed (Appendix A).

All eligible colleagues will be expected to participate in the scheme if it is economically viable to do so.

2. OUTCOME FOCUSED AIMS AND OBJECTIVES

2.1 As a public body the Trust has a duty to manage its resources efficiently and effectively. The objective of this policy is to ensure that those eligible for a trust lease vehicle as part of their duties:

- Ensures that the expenditure is appropriate;
- Ensures cost effectiveness;
- Promotes the reduction of carbon emissions where possible; and
- Fulfills the needs of both the Trust and its colleagues

3. SCOPE

3.1 This policy sets out the details of the Terms and Conditions under which a trust lease vehicle will be offered to eligible colleagues, under a Lease Vehicle Contract Hire Schedule, and in accordance with Agenda for Change NHS terms and conditions (section 17).

3.2 The policy applies to all Executive Directors, Directors, managers and colleagues, including permanent, seconded and temporary colleagues.

3.3 The Policy should be read in conjunction with:

- The individual's contract of employment
- Sections 17 & 18 and Annex M of the Agenda for Change NHS Terms & Conditions of Service Handbook
- The trust's Travel and Subsistence Policy – HR24.

4. DEFINITIONS

4.1 Lease Vehicle:

A vehicle that is provided under a contract hire agreement by a leasing company and is predominantly used for a combination of business and private use.

4.2 Business Travel:

Travel arising as a result of official duties undertaken on behalf of the trust.

4.3 Base:

A base is where an colleague may be attached or report to or where correspondence is normally sent. It may not be a permanent workplace and it may not be where the colleague's line manager has a base.

5. DUTIES

5.1 Chief Executive

5.1.1 The Chief Executive has delegated responsibility for ensuring compliance with the policy to the Executive Director of Workforce.

5.2 Executive Director of Workforce

5.2.1 The Executive Director of Workforce has strategic responsibility to ensure compliance with this policy and the processes which underpin the policy.

5.3 Directors, Divisional Directors and Senior Managers

5.3.1 Actively encourage sustainable transport options amongst colleagues wherever this is possible and leave by example in this regard:

5.3.2 Should ensure that all colleagues apply this policy in a fair and consistent way.

5.4 All Managers

5.4.1 Managers are responsible for reviewing and approving lease vehicle applications within their areas of responsibility and should incorporate the principles contained within this policy into their decision making and business planning.

5.4.2 Managers should:

- Actively encourage sustainable transport options amongst colleagues wherever this is possible and lead by example in this regard;
- Ensure that the Trust Lease Vehicle Policy is applied fairly and consistently;
- Identify those colleagues whose role requires them, during the course of their work, to be allocated a lease vehicle and to inform those colleagues of their responsibilities under this policy;

- Check the Trust Lease Vehicle Viability Form for appropriateness and accuracy and authorise as appropriate

5.5 All Colleagues

5.5.1 Colleagues should:

- Apply this policy when making choices over travel arrangements;
- Maintain their allocated lease vehicle in a safe and roadworthy condition and is suitable for its purpose; and,
- Hold a valid driving licence.

5.6 Financial Accountant (Assurance)

5.6.1 The Financial Accountant (Assurance) will:

- Review the policy and ensure that it remains compliant with Agenda for Change and HMRC requirements;
- Review all applications, and approve / decline them as appropriate by completion of the Trust Lease Vehicle Viability Form (Appendix A); and
- Liaise with the Trust Lease Vehicle Team based at St Helen's & Knowsley regarding any issues with the running of the scheme and compliance with this policy.

6. PROCESS

6.1 Allocation of a lease vehicle – Terms of Hire

6.1.1 The allocation of a vehicle will commit the colleague to a three-year agreement.

6.1.2 Whilst participating in the scheme the colleague will be required to have the vehicle at their disposal for official business when required.

6.1.3 The trust may offer a vehicle that is not new if it has been released following the termination of use by another colleague. In such cases, the period of use will be the unexpired portion of the three-year period and the contribution will be based on the original charge when the vehicle was first supplied. This may involve negotiating the charge with the colleague with the aim of reducing the early termination penalty to the trust.

6.1.4 Colleagues will be required to sign a document accepting the quotation of costs and rules and regulations of use of the vehicle prior to the collection of the vehicle.

6.2 Journeys from Home to Work and return

6.2.1 The first daily journey from home to base and return home should be regarded as private mileage. Emergency calls from home should be considered as official mileage. If any colleague's base is changed, then in accordance with HMRC regulations, excess travel will not be payable.

6.3 Cost to the colleague

6.3.1 In return for private use of the vehicle, colleagues will be subjected to an annual charge, on a monthly basis, through deduction salary.

6.4 Eligibility for obtaining a Lease Vehicle

6.4.1 The decision whether to allocate a lease vehicle to an individual is entirely at the trust's discretion. However, when making this assessment the trust will take the following factors into account:

- the job commitments of the colleague, including the nature, frequency and urgency of the journeys to be undertaken
- the distances to be travelled. With the exception of the CEO, Board Directors & Very Senior Managers(VSM), the colleague must travel a minimum of 3,500 business miles each year.

6.4.2 Any colleague who is considering applying for a trust lease vehicle (either a new application or a replacement) should complete the Lease Vehicle Viability Form found in Appendix A. This should be submitted to the Financial Accountant (Assurance) to verify eligibility (contact details on the form). The colleague will be informed of the outcome and if eligible the request forward to NHS Shared Business Services to complete the quotation and ordering process.

6.4.3 Where the offer of a lease vehicle is made to an colleague who subsequently decides to reject the offer, then any eligible mileage will be reimbursed at the Agenda for Change reserve rate which is applicable at the time the travel is incurred.

6.4.4 Where the trust decides not to offer a lease vehicle to an individual then mileage will be reimbursed at the Agenda for Change standard user rate which is applicable at the time the travel is incurred.

6.4.5 Colleagues who are offered a lease vehicle will receive an annual allowance towards the annual rental cost:

6.4.6

Colleagues	CO2 Emissions <= 110g/km	CO2 Emissions >110g/km
Chief Executive*	£5,200	£4,200
Board Directors/VSM*	£4,700	£3,700
All other colleagues	£2,400	£1,400

* See 6.5 below

6.4.7 Colleagues who, on the date that this policy is ratified, have a lease vehicle will remain on their existing terms until their current lease vehicle comes to the end of its agreement term.

6.4.8 If the colleague chooses a vehicle whose total lease cost (excluding VAT) is less than the annual allowance, the charge to the colleague will be the total of the administration fee and 50% of the insurance cost applicable at the time the agreement is authorised.

6.4.9 The Government and HMRC regard the provision of a lease vehicle as a “benefit in kind” and therefore it is taxable as income. For further information please refer to:
www.gov.uk/calculate-tax-on-company-cars

6.4.10 Colleagues who qualify for a lease vehicle, and who transfer a vehicle from a previous employer, will be entitled to the terms of their previous employer’s lease vehicle scheme for that vehicle only. Any subsequent lease vehicles will be provided under the terms of the Mersey Care NHS Foundation Trust Lease Vehicle Scheme. This applies to colleagues who transfer to the trust under a TUPE agreement.

6.5 Annual Salary Allowance

6.5.1 The Chief Executive and Board Directors have the option to receive an annual allowance towards the annual rental cost of a vehicle (as per 6.4.6 above) or to receive a yearly salary allowance in addition to their basic pay.

6.5.2 The annual salary allowance will be:

- Chief Executive - £3,600
- Board Directors/VSM - £3,200

6.5.3 The annual salary allowance will be paid in twelfths via the monthly payroll.

6.6 Private and Business Mileage

6.6.1 When requesting a quotation on the vehicle of your choice, the colleague should specify their estimated business and private mileage for the duration of the three-year lease period. If at any point during the lease period, it becomes evident that the mileage has been significantly under estimated, you are advised to let the Financial Accountant (Assurance) know as soon as possible, in order that the Lease Company can be informed and any revised costings applied.

The Financial Accountant (Assurance) can be contacted at:

Mike.Jones@merseycare.nhs.uk

Tel: 0151 471 2666

6.6.2 At the end of the three year lease period the total mileage travelled will be compared with the original mileage contracted for. If the mileage is above the contracted limit (see 6.4.1 above) the lease company will levy an excess charge upon the trust. This will be re-charged to the colleague based on the breakdown of private and business mileage incurred during the total lease period.

6.7 Miscellaneous

6.7.1 Colleagues will pay for all petrol / diesel, together with oil and other fluids required outside normal repairs and servicing. Colleagues will be reimbursed in respect of petrol / diesel for business mileage. The rate of reimbursement follows the HMRC advisory fuel rates which are reviewed on a quarterly basis and uplifted into the trust’s e-expenses system. The rates can be found at:

www.gov.uk/government/publications/advisory-fuel-rates/current-rates

6.7.2 Fixed penalty fines are the responsibility of the colleague. Any fines issued by the Police, Local Authority or any other agency, will be passed to the colleague for immediate payment. The lease

company may charge an administration fee for re-directing any fines to the trust or colleague. This additional charge is also the responsibility of the colleague to pay.

- 6.7.3 Using the vehicle for towing purposes is permitted, subject to the instructions in the vehicle handbook. The cost of towing equipment, and any electrical modifications will be passed onto the colleague in full. Agreement by the lease company (via the trust) must be obtained prior to any modifications being made.
- 6.7.4 The trust will meet the cost of a standard alarm should the vehicle not be fitted with one.
- 6.7.5 The scheme includes AA / RAC or equivalent membership including 'Home Start' and 'Relay'. Full details of this will be included in the 'Driver's Information Pack' supplied with each vehicle.
- 6.7.6 The vehicle can be used for normal private and business use by the colleague and one other named driver. Use by additional drivers may be arranged by agreement with the trust. There may be an additional excess applicable for young and in-experienced drivers including learner drivers. Should a claim be made on the insurance then the additional excess costs will be passed onto the colleague. In all instances, original driving licence (photo card) must be provided to the trust for copies to be taken. This is for verification and yearly review purposes prior to the driver being authorised to drive.
- 6.7.7 An colleague may take the lease vehicle abroad provided that permission is sought a minimum of 28 days in advance together with evidence of adequate insurance cover in accordance with the requirement of each country to be visited.
- 6.7.8 The trust actively discourages the use of mobile phones whilst driving.
- 6.7.9 Smoking in a lease vehicle is prohibited in all circumstances.

6.8 Maintenance and Repairs

- 6.8.1 The scheme provides for full maintenance which includes the cost of all servicing in accordance with the vehicle manufacturer's schedule, repairs, replacement tyres, batteries etc (subject to the terms of the individual vehicle).
- 6.8.2 Servicing and repairs will be carried out at service agents of the vehicle manufacturers that have been approved by the lease company. A driver's pack will be issued with each vehicle (and must remain with the vehicle throughout the lease period) which clearly details how the repair and servicing will be arranged and all costs will normally be settled between the nominated garage and the lease company.

6.9 Colleague Responsibilities

- 6.9.1 Lease charges are determined on the assumption that the vehicle will be kept in good condition. It is, therefore, in the interests of all parties that the condition of the vehicle is maintained, thus ensuring that the vehicle retains its book value at the end of the contract period and no additional costs are levied by the lease company when the vehicle is retained. If such costs are levied then these will be passed to the colleague.
- 6.9.2 The colleague has a specific responsibility for the following:
 - Keeping the vehicle in a clean condition, at the colleague's cost;
 - At regular intervals, checking the oil, water, battery, brake and any other fluid levels, tyre

pressure and the condition of tyres;

- Ensuring that the anti-freeze level is checked and maintained at the level recommended by the manufacturer;
- Reporting promptly any defects or problems;
- Ensuring that the approved garage carries out the servicing and maintenance of the vehicle at the recommended intervals;
- Obtaining approval for repairs above any limits specified by the lease company;
- Ensuring the security of the vehicle at all times;
- Ensuring the vehicle's roadworthiness in accordance with the legal requirements as if he / she were the owner of the vehicle; and
- All keys issued with the vehicle must be returned with the vehicle. The lease company may charge for any duplicate keys that may be required. This cost will be passed onto the colleague.

6.9.3 The colleague must inform the Trust immediately should he / she, or any authorised driver of the vehicle, receive points on their licence or have their licence withdrawn for any reason. Failure to notify the Trust may invalidate the insurance should a claim be made and may be taken through a learning review.

6.10 Early Termination of Lease

6.10.1 The colleague's eligibility to a lease vehicle will automatically be terminated on the termination of his / her employment with the trust.

6.10.2 The colleague's right to a vehicle may be terminated by the trust at its discretion in the following circumstances (each case will be considered on its own merits):

- By the colleague's breach of any condition of the scheme.
- In the event of the prolonged absence of the colleague from normal duties.
- Where the colleague's contribution cannot be recovered from his / her salary.
- When, in very exceptional circumstances, it is agreed that the colleague may terminate their participation in the scheme.
- When an colleague's is dismissed by the Trust.

6.10.3 The Trust reserves the right to pay any costs associated with the early termination of a lease vehicle in cases of ill health, death, redundancy or organisational change.

- 6.10.4 Colleagues who are absent for an extended period of maternity leave, may choose to continue the private use of the contracted charge or return the vehicle to the trust. If the vehicle is returned then any associated early termination costs will be the responsibility of the colleague.
- 6.10.5 If the colleague chooses to terminate his / her employment with the Trust for a reason not given in 6.10.2 or 6.10.3 above, then any early termination costs will be the responsibility of the colleague.
- 6.10.6 If the colleague is leaving the trust the lease may be transferred to the new employer, subject to the consent of both the lease company and the new employer.
- 6.10.7 At the termination of the lease the colleague may have the option of buying the vehicle at the current value, including and settlement or penalties for early termination levied by the leasing company.
- 6.10.8 Should an colleague be expected to reach retirement age during the period of the lease, this should be brought to the attention of the trust when requesting a quotation and if possible, a shorter lease period will be negotiated.

6.11 Normal termination of hire

- 6.11.1 At the end of the three year lease agreement the vehicle will be appraised for condition by the lease company in the presence of the colleague or trust nominated representative. The colleague will be required to reimburse the trust the costs of bringing the vehicle into good condition, taking normal wear and tear into account.
- 6.11.2 The contract of hire will be terminated for the allocated lease vehicle.

6.12 Insurance

- 6.12.1 The scheme includes comprehensive insurance whilst the vehicle is used for both private and business use.
- 6.12.2 The colleague is responsible for providing adequate insurance for all personal property left in the vehicle.
- 6.12.3 Insurance is extended to the colleagues partner or to members of the colleagues immediate family subject to original driving licence (photo card) being provided to the trust prior to driving the vehicle (copies will be taken and retained).
- 6.12.4 The insurance cover extends to learner and inexperienced drivers. An additional excess may be levied by the insurance company in such circumstances and this will be the responsibility of the colleague.
- 6.12.5 Insurance cover for private use is 'social, domestic and pleasure' only.
- 6.12.6 The cost of the excess will be paid by the trust where the incident / accident takes place during business use and by the colleague in all other circumstances.
- 6.12.7 In the event of theft, the insurance policy does NOT provide for a temporary replacement vehicle.

6.13 Accidents

- 6.13.1 All accidents involving damage to the vehicle or personal injuries or injuries to a third party must be reported as soon as practical to the trust who will advise on the process of obtaining quotes for repairs in line with the requirements of the lease company.

6.13.2 In the event of an accident the following should be adhered to:

- Take the name, addresses and car registration details of all parties and witnesses involved;
- Report the incident to the trust as soon as practical;
- Send all communication relating to the accident / incident unanswered directly to the trust; and,
- If asked for details of insurance etc, advise the third party that the vehicle is leased to Mersey Care NHS Foundation Trust, who will provide all the relevant details.
- You must not:
 - Admit liability;
 - Negotiate or make agreement with anybody regarding your responsibility for the accident / incident;
 - Make or offer any payment to any third party;
 - Repudiate a claim without the agreement of the trust; or
 - Arrange privately for any repairs.

7. CONSULTATION

- 7.1 Reference has been made to the current guidance quoted in the Agenda for Change NHS Terms and Conditions of Service Handbook.
- 7.2 The Executive Director of Finance, Executive Director of Workforce, Director of Delivery, Mersey Internal Audit Agency Counter Fraud Officer and the Deputy Director of Finance have been consulted regarding the revision of this policy.

8. TRAINING AND SUPPORT

- 8.1 The trust's Human Resources Department, Payroll Provider and Financial Accountant (Assurance) will provide ongoing support in the application of this policy to ensure consistency across the trust and that all colleagues are aware of its contents and key messages.

9. MONITORING

- 9.1 The trust's Internal Auditors via departmental audits and detailed reviews at the request of the Audit Committee, who will review the findings.
- 9.2 Local Counter Fraud Specialists via investigations undertaken at the request of the trust and as part of any Pro-Active reviews.
- 9.3 Budget Holders and Managers via the authorisation of requests for a trust lease vehicle and the undertaking of expenditure reviews following receipt of monthly budgetary information.

10. PROCESS FOR REVIEW OF THIS POLICY

- 10.1 The periodic review of the policy will ensure that it reflects the latest guidance contained within the Agenda for Change Terms and Conditions of Service Handbook and also the requirement of Her Majesty's Revenue and Customs.
- 10.2 The periodic review of the policy will ensure that any organisational changes are reflected in subsequent updated versions of this policy.

11. Equality and Human Rights Analysis

Title: HR15 :Trust Lease Vehicle Policy
Area covered: Trust Wide Non Clinical Policy

What are the intended outcomes of this work? To provide a clear understanding of the Trust's principles regarding the provision of a lease vehicle scheme and to set out the rules and guidance to be followed for the viability, application and provision of a trust lease vehicle. Review Policy 15 th Jan 2018 No changes to outcome noted.
Who will be affected? Colleagues Review Policy 15 th Jan 2018 No Change noted

Evidence
What evidence have you considered? The Policy Review Policy 15 th Jan 2018 No Change noted
Disability inc. learning disability No issues identified within discussions. Review Policy 15 th Jan 2018 See Cross Cutting
Sex No issues identified within discussions. Review Policy 15 th Jan 2018 See Cross Cutting
Race No issues identified within discussions. Review Policy 15 th Jan 2018 See Cross Cutting

<p>Age No issues identified within discussions. Review Policy 15th Jan 2018 See Cross Cutting</p>
<p>Gender reassignment (including transgender) No issues identified within discussions. Review Policy 15th Jan 2018 See Cross Cutting</p>
<p>Sexual orientation No issues identified within discussions. Review Policy 15th Jan 2018 See Cross Cutting</p>
<p>Religion or belief No issues identified within discussions. Review Policy 15th Jan 2018 See Cross Cutting</p>
<p>Pregnancy and maternity No issues identified within discussions. Review Policy 15th Jan 2018 See Cross Cutting</p>
<p>Carers No issues identified within discussions. Review Policy 15th Jan 2018 See Cross Cutting</p>
<p>Other identified groups No issues identified within discussions. Review Policy 15th Jan 2018 See Cross Cutting</p>
<p>Cross cutting</p> <p>Equality and Human Rights Proforma /Statement Review Policy 15th Jan 2018</p> <p>Noted the change to the policy is in relation to the financial benefit to colleagues reducing, this applies only to Directors / Managers. In line with data analysis and relevant action plan for Workforce, Race and Equality Standards for the Trust, which shows that BME colleagues are less likely to be Band 7 and above, this has indirect implications.</p> <p>It was felt that there needed to be at least two analysis completed in the policy lifetime which looks at who is refused the opportunity of a car within this scheme alongside those colleagues who have incurred extra cost at the end of the lease.</p>

Human Rights	Is there an impact? How this right could be protected?
Right to life (Article 2)	No issues identified within discussions. Review Policy 15 th Jan 2018 – No engagement with Act

Right of freedom from inhuman and degrading treatment (Article 3)	No issues identified within discussions. Review Policy 15 th Jan 2018 – No engagement with Act
Right to liberty (Article 5)	No issues identified within discussions. Review Policy 15 th Jan 2018 – No engagement with Act
Right to a fair trial (Article 6)	No issues identified within discussions. Review Policy 15 th Jan 2018 – No engagement with Act
Right to private and family life (Article 8)	No issues identified within discussions. Review Policy 15 th Jan 2018 – No engagement with Act
Right of freedom of religion or belief (Article 9)	No issues identified within discussions. Review Policy 15 th Jan 2018 – No engagement with Act
Right to freedom of expression Note: this does not include insulting language such as racism (Article 10)	No issues identified within discussions. Review Policy 15 th Jan 2018 – No engagement with Act
Right freedom from discrimination (Article 14)	No issues identified within discussions. Review Policy 15 th Jan 2018 – No engagement with Act

Engagement and involvement

The Executive Director of Finance, Executive Director of Workforce, Director of Delivery, Mersey Internal Audit Agency Counter Fraud Officer and the Deputy Director of Finance have been consulted regarding the revision of this policy.

Review Policy 15th Jan 2018
Review Policy 15th Jan 2018 – No engagement with Act

Summary of Analysis

Eliminate discrimination, harassment and victimisation

This is a Trust wide non clinical policy. It set the requirements for colleagues and eligibility for obtaining a lease vehicle.

No negative or positive impact could be detected when reviewing this policy.

Review Policy 15th Jan 2018

No Change at review

Advance equality of opportunity

N/A

Review Policy 15th Jan 2018

Whilst it is acknowledged that the Trust seeks to ensure equality of opportunity the review did note action to be taken to ensure inequalities do not occur where there is some discretion.

Promote good relations between groups

N/A

Review Policy 15 th Jan 2018
<p>What is the overall impact? N/A Review Policy 15th Jan 2018 The change to the policy noted an increase in the differential financial benefit to the Board Directors and Chief Executive.</p>
<p>Addressing the impact on equalities N/A Review Policy 15th Jan 2018 Action Plan put in place</p>
<p>Action planning for improvement N/A Review Policy 15th Jan 2018 Action Plan put in place</p>

<p>For the record Name of persons who carried out this assessment (Min of 3): George Sullivan Secure Services Equality and Human Rights Advisor Sarah Corley HR & Medical Staffing Officer Corporate Division Pauline Copland, HR Business Partner</p> <p>Review Policy 15th Jan 2018 Meryl Cuzak- Equality and Human Rights Lead Louise Southern -HR Advisor.</p>
<p>Date assessment completed: 23.03.2016 Review Policy 15th Jan 2018</p>
<p>Name of responsible Director: Executive Director Of Workforce Review Policy 15th Jan 2018</p>
<p>Date assessment was signed: March 2016 Review Policy 15th Jan 2018</p>

12. Action plan template

Category	Actions	Target date	Person responsible and their area of responsibility
Monitoring	It was felt that there needed to be at least 2 analysis completed in the policy lifetime which looks at who is refused the opportunity of a car within this scheme alongside those colleagues who have incurred extra cost at the end of the lease. By protected characteristic.	July 2019	Author and Exec responsible
		Feb 2020	Author and Exec responsible
Representation	To monitor the representation – protected characteristics of Chief executive and Board Directors to improve the equality of opportunity for people who are protected by the equality Act 2010 and more likely to experience discrimination in relation to promotion to senior positions.	July 2019	Author and Exec responsible
		Feb 2020	

Trust Lease Vehicle Viability Form

Please carry out a viability study in respect of a Trust Lease Vehicle for the following member of staff:

Name:	
Assignment Number:	
Whole Time or Part Time:	
Base:	
Commencement in post:	
Contract Type (Permanent / Fixed Term)	
Current Lease Expiry Date:	
Estimated Business Mileage (per annum):	
Estimated Private Mileage (per annum):	

I hereby confirm the above estimated annual mileage to be a reasonable estimate.

Signed: _____

Designation: _____

Date: _____

Manager's Name: _____

Manager's Signature: _____

Date: _____

Please send this form to:
 Mike Jones, Financial Accountant (Assurance)
 Finance Department
 V7, Kings Business Park
 Prescot
 Merseyside
 L34 1PJ
mike.jones@merseycare.nhs.uk

For finance use:

Mileage checked to e-expenses system:	
Trust annual allowance:	
Financial Cost Centre:	