



# *Thinking Schools Academy Trust*

## “Transforming Life Chances”

## Company Car Policy

This policy was adopted:	May 2021
This policy was updated:	November 2025
The policy is to be reviewed:	November 2029

### Revision Log (last 5 changes)

Date	Version No	Brief details of change
November 2025	3	Added information about Tusker car scheme

## 1. Purpose & Scope

Our company car policy describes our guidelines for using Trust cars. A “company car” is any type of vehicle our Trust provides to employees to support their transportation needs for their jobs. Company cars belong to the Trust. This policy refers to all of our employees who are eligible to drive a company vehicle as part of their daily duties as well as those who have a personal company car or anyone who receives an allowance for a company car.

Failure to follow the terms of this policy may result in immediate withdrawal of company car benefits.

Failure to maintain propriety (including but not limited to leasing a company car for personal financial gain or driving whilst intoxicated) may result in legal action/employment termination.

## 2. Policy elements

### 2.1 Employees who may be assigned a company car

Employees who are eligible to be assigned a company vehicle fall into three categories:

- Employees who need to travel more than 8,000 miles per year to meet/visit schools, or meet with customers, partners or vendors;
- Employees who use company vehicles as an indispensable part of their jobs;
- Employees who are given a company car as a benefit attached to their jobs.

In most cases, the Trust will determine which employees will be assigned company cars. Employees who are not assigned company cars but believe they need one may discuss this with their line manager or consult with our HR Department.

Employees are permitted to drive their assigned company cars outside of working hours, but they must always abide by this policy.

We retain the right to revoke or assign company vehicles at our discretion.

### 2.2 Employee company car allowances

Staff who are assigned a company car will be eligible for an allowance as defined below:

- For staff = £350 per month
- For Executive = £575 per month
- For CEO = £725 per month

These rates will be kept under review and employees will be notified of any intention to adjust these values with sufficient notice.

The make and model of car provided to the employee will be through mutual agreement between the Trust and employee. Any monthly cost that is greater than the relevant car allowance must be paid by the employee through a deduction in the monthly payroll. The employee will be required to pay the relevant amount of VAT linked to their monthly contribution towards the lease costs.

## 2.3 Prerequisites to drive a company car

Our employees are only allowed to drive a company car if they:

- Have a valid driver's license.
- Have a clean driving record for at least 2 years. This means they must not have been arrested on charges of violating vehicle and traffic laws (e.g. driving under the influence of drugs or alcohol). If an employee has points on their licence, the circumstances in which the points were obtained will need to be considered with their line manager and HR before approval to drive is granted or denied.

Employees will need to evidence the above and submit a copy of their driver's license to be eligible to drive/ have a company car.

### 2.3.1 Driver's obligations

We expect employees who drive Trust vehicles to:

Drive safe and sober.

- Respect traffic laws and fellow drivers.
- If applicable, wear glasses or contacts when driving.
- Document any driving-related expenses, like fuels and tolls.
- Check vehicles regularly to ensure Petrol/Diesel, tyre pressures and all car fluids are at appropriate levels.
- Report any damages or problems with Trust cars to Thinking Facilities helpdesk as soon as possible.
- Avoid double-parking, blocking entrances and engaging in other traffic violations that may result in fines.
- Ensure all relevant declarations regarding taxable benefits are made to HMRC to comply with current regulations.

If employees have their driver's license suspended or revoked, they must inform their line manager immediately. We will reassign their company car until they become eligible to drive in accordance with our policy pre-requisites outlined in section 2.2.

Employees who are fatigued and/or sick should avoid driving if they feel their driving ability is impaired. If sickness occurs during a business trip that requires the use of a company car, employees should take regular breaks while driving discuss with their line manager about overnight accommodation.

#### Employees are not allowed to:

- Smoke inside of a company car.

- Lease, sell or lend a company car.
- Violate driving laws by using a phone or texting while driving.
- Use a company car to teach someone how to drive.
- Leave the company car unlocked, unattended or parked in dangerous areas.
- Allow unauthorised people to drive a company car, unless an emergency mandates it.

These conditions are also applicable to anyone using a Trust vehicle or a hired car.

### 2.3.2 Dashcams

Trust vehicles may have dashcams for safety purposes and it is an expectation that this remains turned on and on mute whilst the vehicle is in use. The dashcams record on a loop and they should only be unplugged/ removed after an accident with support from facilities and technology.

### 2.3.3 Accidents

If employees are involved in an accident with a company car, they should:

- Telephone the QBE Helpline on 0800 389 1708
- Advise the operator that you are a QBE Policyholder or driver
- Quote the Vehicle Registration number
- Quote the QBE Policy Number (if possible)
- Advise the operator of the location of your vehicle and the nature of the fault.

They will then know how to proceed and what form of assistance would be the most appropriate for you.

Remember, always to call the QBE helpline first. Please do not go ahead and make your own arrangements, as the AA cannot reimburse costs incurred without their prior authorisation, this is not a claim service.

Employees should follow legal guidelines for exchanging information with other drivers and call local police if accidents are serious.

If you are involved in an accident, please ensure you complete Appendix 1 as soon as possible.

### 2.3.4 Employer obligations

We want to ensure that all our employees are safe at work and preserve our Trust's legality. For these reasons, we will:

- Make sure cars are safe to drive.
- Schedule periodical maintenance to ensure cars remain in good condition.

- Ensure that employees who either are assigned a company car or use a Trust vehicle are aware of this policy.
- Insure vehicles with a reputable insurance provider.

Drivers are responsible for bringing in their company cars for any maintenance our company schedules.

We keep records of our fleet with manufacturing date and mileage. We will retire any car that's deemed too old or too high in mileage.

#### We are not responsible for:

- Paying fines that employees accumulate while driving company cars that they are responsible for (e.g. for driving too fast.)
- Bailing out employees arrested while driving company cars.

#### **2.3.5 Protecting the environment and saving costs**

Cars are harmful to our environment and costly to use. We will try to provide employees with eco-friendly cars when possible. We also expect our employees to use their assigned company cars/Trust vehicles sensibly, considering environmental impacts.

Examples of instances when using company cars is not necessary:

- When public transport is easily accessible and faster.
- When business trips are far enough to warrant use of train or plane.
- When employees can complete a task without driving.

#### **1 3. Tusker Care Scheme**

In 2024 the Trust launched partnership with Tusker to provide a salary sacrifice car benefit scheme to TSAT employees. Employees can enter an agreement with Tusker, under which Tusker provide a car, complete with insurance and tax. The monthly free, which includes insurance, tax routine servicing and MOTs, will be deducted from employees' monthly gross pay.

Although employees can use the car taken out of work personal use, and the vehicle can be used by named drivers who are not employees of Thinking Schools academy Trust, the car is still classed a company car. As such the driver's obligations, as set out in section 2.3.1, will apply to all drivers. In addition to which the employee is responsible for the upkeep of the vehicle and ensuring that it is road worthy.

Employees are expected to familiarise themselves with Tusker's terms and conditions before taking out a vehicle.

### 3.1 Eligibility

To be eligible for the scheme, employees must:

- Have a permanent contract
- Have completed their probation
- Not be under SMS or any ongoing disciplinary procedures.

Thinking Schools Academy Trust reserves the right to make the final decision as to whether employees can make use of the scheme.

Under the scheme the employee does not necessarily have to be a registered driver on that vehicle. For example, an employee who is unable to drive due to disability can still take out a car under the scheme, with their partner as the registered driver. However, as the signatory to the scheme, the employee will remain liable for any costs associated with the scheme.

In order to request a car, all employees will be required to read and agree to the scheme policy, and a salary sacrifice agreement, and will be expected and required to abide by all terms set out in these documents.

### 3.2 Insurance

The Tusker scheme includes insurance on the vehicle.

To qualify for the insurance, and by extension the vehicles, all drivers must meet the terms set out in the insurance policy. These include, by are not limited to, the following:

- All driver must be aged between 18 and 75 years
- All drivers must hold a full license from the UK, EU, EEA.
- All drivers must be a permanent UK resident.
- No more than 2 category 'A' convictions disclosed and no more than 1 FAULT claim per driver disclosed in the last 3 years (A fault claim is any accident or loss where a full recovery was not made from the other party).
- Claims or category 'A' convictions over 3 years old from the car delivery date are acceptable.
- Convictions that are shown below in red, which are over 5 years of age from date of delivery, are also acceptable.
- No drivers have a non-motoring conviction that is not spent under the Rehabilitation of Offenders Act.

Employees are responsible for ensuring that they follow the terms set out in their insurance policy. Should they break the terms of this policy, then Thinking Schools Academy Trust reserves the right to pass on any costs to the employee.

Insurance will cover:

- Social, domestic, pleasure and commuting cover, including use by the Policyholder in connection with their Employer's business is covered as standard. Other forms of business use for the policyholder and/or spouse/civil partner may be considered on a case-by-case basis but do not order a car without checking first.
- Unlimited cover for audio and navigation equipment that is permanently fixed to your vehicle and has no independent power source.
- Personal belongings in your car up to £250 (see full policy wording for details).
- Replacement locks (see full policy wording for details).
- Damage to your vehicle following incorrect fuelling (The policy covers the drainage of the incorrect fuel, rectifying any subsequent damage but does not cover cost of the fuel lost or any damage caused by the vehicle being driven knowing to be incorrectly fuelled).
- Emergency medical treatment.
- Medical expenses, up to £1,000 per claim.
- Accident transport/vehicle recovery.
- Child car seat cover, up to £150 per seat.
- Free extended use of your car in the EU.
- Courtesy car for the duration of repairs if in the event of an insured accident the car is repaired by an approved repairer.

Policy Excesses:

- Accidental Damage excess £250.
- Except for fire and theft claims, the first part of any claim that is not paid for is increased to:
  - - £550 The driver is under 21 years of age.
  - - £450 The driver is under 25 years of age but not under 21 years of age.
  - - £450 The driver is aged 25 and over and has not held a full licence for 12 months at the time of loss or damage.
  - - £75 Windscreen Excess (waived if the glass is repaired rather than replaced).
  - - £50 Personal Effects only claims.
  - - £750 for vehicles valued at £75,000 to £99,999.
  - - £1,250 for vehicles valued at £100,000 and above.

### 3.2 Mileage

For the purposes of mileage a vehicle will be treated as a personal/private car in relation to the terms set out under section 3 of the Trust Expenses Policy.

### 3.3 Fines

Any private land fines or police notifications associated with the use of the vehicle will be sent directly to the employee to deal with.

Any Council fines will be sent to TSAT to process, and we will deduct these directly from employees pay.

### 3.3 Accidents

If you are involved in an accident whilst driving the vehicle, you can call the Tusker Driver Helpline on 0333 400 2020 and choose the relevant option to be put through to an accident management team to help with your claim.

### 3.4 Additional employee costs

The employee may be liable for additional costs that fall outside the normal monthly payments. This include, but are not limited to:

- Damage to the vehicle not covered by the insurance policy
- Repairs caused by misuse or abuse of the vehicle
- Council fines (see 3.3)
- Any costs due to the employee invalidating their insurance policy.
- Early Termination Charges

Thinking Schools Academy Trust will approximate actions to secure repayment of costs owed by employees. This could include court action, in line with obligations imposed on us by Tusker.

## Appendix 1: Motor Accident Report Form



Registration No:		Make:		Model: :	
------------------	--	-------	--	-------------	--

Full Name:		Age:		
Address:		Was driver licensed to drive?	YES / NO	
		Full licence held since:		
		Company employee:	YES / NO	
Postcode:		Driver authorised by Company:	YES / NO	
Job Title:		If non-employee, state reason for driving:		
Daytime Tel:				
Has driver ever been refused motor insurance? YES / NO				

<b>Accident Details:</b>					
Vehicle being used for:		Business / Pleasure / To & From Work			
Date:		Time:		Time of Day:	Dawn / Day / Dusk / Night
Location (Road & Town):					
Weather Conditions:	Clear / Cloudy / Foggy / Raining / Snow / Ice / Sunny / Wet				
Condition of Road:	Good / Average / Poor				
Speed of Company Vehicle:			Speed of Third-Party Vehicle:		
State Warnings Given:					
By You:					
By Third Party:					

**Driver Statement:** Please explain fully and clearly what happened. Please continue on a separate sheet if required

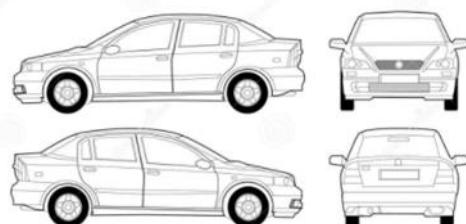
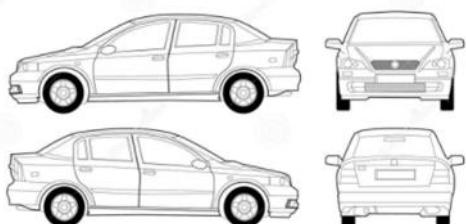


Accident Diagrams: Please sketch scene of accident, showing road signs & signals and indicate the direction of travel by arrows. Please continue on a separate sheet if required

Before impact:	After impact:
Do you consider the other party was to blame? If so, how?	

**Third Party Details if another vehicle involved:**

Registration No:		Make:			Model:	
Driver Name:				Owner Name:		
Address:				Address:		
Tel:				Tel:		

TP Insurance Details:	Insurance Company:	Policy No:
Details of Damage:		
<u>Company Vehicle</u>    		<u>Third Party Vehicle</u>    
Details:		Details:
Was vehicle driven from accident? YES / NO		Was vehicle driven from accident? YES / NO
If no, where was vehicle taken?		If no, where was vehicle taken?

Details of Injuries:		
Name of Injured Party	Vehicle	Nature of Injury

Police Attendance:			
Did Police attend?	YES / NO	Were details taken?	YES / NO
Name & Number of Attending Officer:			
Station of Attending Officer:			
Were Police notified at a later date?		YES / NO	
If yes, please advise details of station to which reported:			
Police Ref No:			

Witness Details:		
Name	Address	Passenger in Company vehicle?
		YES / NO

STATEMENT OF TRUTH:			
Proceeding for contempt of court may be brought against anyone who makes or causes to be made a false statement in a witness statement verified by a statement of truth. I believe that the facts stated in this witness statement are true. I have read and understood the declarations above.			
Driver's Signature:		Date:	