

DRAFT

Police and Crime Commissioner Provided Vehicle Scheme

1. Scope of the Scheme

- 1.1 The Chief Constable for Lancashire Constabulary has agreed that the Police and Crime Commissioner for Lancashire (PCC) will be provided with a vehicle to carry out the role of PCC during his/her term of Office.

2. Eligibility

- 2.1 Only the Police and Crime Commissioner shall be eligible for a vehicle and this provision does not extend to a Deputy PCC.

3. Provided Vehicle

- 3.1 A vehicle provided known as 'Provided Vehicle' for the purposes of the role of the PCC will be provided.
- 3.2 There is no cash alternative available for the PCC.
- 3.3 If a PCC leaves Office before the Provided Vehicle is at the point of disposal; the Provided Vehicle will be returned to the fleet as managed by the Head of Fleet and Transport. The PCC is prohibited from purchasing a car from the Constabulary upon the cessation of Office.

4. Value

- 4.1 Maximum Provided Vehicle purchase cost for the Police and Crime Commissioner will be **£52,000 (inc. VAT)**
- 4.2 The cost is the actual purchase, met by Lancashire Constabulary (the Constabulary), after applicable discounts. The maximum purchase cost includes optional extras.
- 4.3 The eligible vehicle purchase cost amount will increase each year in line with RPI rates specifically for new cars as advised by the Constabulary's Finance Department each year. The actual maximum cost will be determined by the Constabulary's Finance Department in consultation with the Head of Vehicle Fleet and Transport at the time the order is placed.
- 4.4 Upgrades to the standard model shall be at the discretion of the Chief Constable in consultation with the PCC's Chief Executive. However, the PCC will be required to pay the additional VAT inclusive cost of the upgrades/other costs for the life of the vehicle until it is returned to the Constabulary.

5. Vehicle Type:

5.1 The vehicle selected should be appropriate for the use to which it will be put, and the conditions in which it will be used. For clarity, the vehicle will need to:

- be a minimum of four doors.
- be a saloon, estate, hatchback or SUV/ MPV type of vehicle.
- not be seen to be of an excessive 'luxury' brand e.g., Porsche/ Jaguar
- normally have a CO2 level of 150 or less

5.2 Vehicles will be purchased in circumstances that ensure best value for money, will be of sober colour and reflect the values of the service. It is expected that in most cases the vehicle will be from a select list of vehicles maintained by the Head of Vehicle Fleet and Transport and approved by the Chief Constable to reflect the current Fleet Strategy.

5.3 The vehicle supplied to the PCC will normally be replaced at a time when, in the opinion of the Head of Vehicle Fleet & Transport, it is at its optimal trade-in value. This would normally be at four years or 80,000 miles in accordance with the Vehicle Replacement Policy, unless there are extenuating circumstances that require the vehicle to be replaced sooner or later. At the conclusion of this period the vehicle will be sold and there will be no rights to purchase the vehicle from the Constabulary.

5.4 The vehicle supplied remains the property of the PCC and is part of the Chief Constable's fleet. It is therefore available for use for official purposes as directed by the Chief Constable at any time.

5.5 The vehicle will be taxed and maintained according to manufacturer's maintenance schedules. All replacement parts required to maintain the vehicles in a roadworthy condition, for example tyres/exhausts, will be supplied and fitted as part of the scheme.

6. Running Costs:

6.1 These will be covered by the Constabulary and include the following:

- Servicing
- Repairs & Maintenance (tyres, etc.)
- Recovery
- Road Fund Licence.
- Insurance – for participant only. The Chief Constable has discretion to decide if a partner/spouse can also be insured upon request. The insurance policy will cover all UK travel, whether business or private. The Constabulary will meet the cost of any insurance excess in the event of a claim in keeping with the arrangements for other fleet vehicles.
- Fuel by provision of fuel card

- 6.2 The PCC will be responsible for paying for fuel for the vehicle, but fuel may be claimed as expenses for travel connected to the role. The PCC is not able to claim expenses for travel to and from the main place of work (currently County Hall Preston).

7. Maintenance

- 7.1 The PCC has a specific responsibility for ensuring the following actions are complied with;
- a) keeping the car in a clean condition at his/her own expense.
 - b) at weekly intervals checking the oil, water, battery, brake and any other fluid levels, tyre pressures and condition of tyres, and “topping up” of such fluid levels etc., as necessary.
 - c) observing the recommended running-in speeds where appropriate.
 - d) always ensuring the reasonable security of the car. Any costs of garaging are to be borne by the PCC.
 - e) where an alarm is fitted to the car ensuring that this alarm is always activated the car is left unattended
 - f) conforming to all instructions and recommendations in the manufacturer’s handbook and all other instructions and advice given by the Constabulary.
 - g) reporting defects promptly to the Fleet Management.
 - h) ensuring that servicing, maintenance, and testing (where appropriate) are carried out at the recommended intervals

8. Temporary Replacement Car

- 8.1 In the case of mechanical breakdown or accident a replacement will be provided from the Constabulary vehicle pool for the period required.
- 8.2 Business and personal mileage incurred in the replacement car provided by the Constabulary should be recorded indicating that they were in the replacement car. The milometer reading for the pool car should be recorded at the end of the month as normal.

9. Accident and Damage and Fines

- 9.1 In the event of injury/damage arising from the use of the car (however slight), the details must be reported immediately to the Fleet Management Services Advice and information regarding repairs to the car etc. will be provided by the Fleet Management Services.

9.2 Any fines incurred by the PCC for speeding, parking, or other traffic related or use of the road violations, irrespective of whether they were incurred on official business will be the responsibility of the PCC individually.

10. Taxation

10.1 The PCC's car will be treated as a company car and will be reported to HMRC on forms P11D.

11. Vehicle Log Sheets, Journey, and Mileage Recording

11.1 All vehicle use **must be accurately recorded** on the appropriate Vehicle Logbook:

- Full journey details for each journey
- Journeys signed off by the user.
- Standard Tests and vehicle damage checks completed.
- Receipts for fuel must be kept for 3 years.

11.2 Any failure to complete accurate record of journeys may be affect continued provision of the Provided Vehicle. And impact on personal taxation.

12. Travel Limitations

12.1 The vehicle cannot be taken outside of the UK.

- The vehicle will not be permitted to be driven by a member of the PCC's family.
- The vehicle shall not be used privately, for hire, reward, or any form of competition.

12.2 It is the PCC's responsibility to ensure that vehicle use is made in accordance with these criteria.

13. Permitted Use

13.1 Permitted use will cover all mileage when the PCC is carrying out the duties of the role.

13.2 The PCC's private social/ domestic use.

14. Replacement

14.1 This is anticipated to occur at four years or 80,000 miles in accordance with Vehicle Replacement Policy

15. Review

15.1 This Scheme will be reviewed every 12 months.