

## BUSINESS TRAVEL POLICY

<b>POLICY NO.</b>	POL/004/030
<b>DATE RATIFIED</b>	24 <sup>th</sup> February 2010
<b>DATE IMPLEMENTED</b>	February 2010
<b>NEXT REVIEW DATE</b>	February 2012

### POLICY STATEMENT / KEY OBJECTIVE:

*To set out rules and guidance to be followed in respect of travel undertaken in the course of employment, and to ensure employees are reimbursed at the correct rates for any mileage that they are required by their employer to travel on NHS business*

**ACCOUNTABLE DIRECTOR:** Lead Director for Human Resources

**POLICY AUTHOR:** Head of Financial Services / HR Adviser

#### KEY POLICY ISSUES

- To set out mileage reimbursement rates
- To set out policy on claiming of travel and subsistence payments
- To provide a transport scheme for employees who are required to be mobile in the course of their work and where it is in the interests of the Trust to do so.
- To set out policy surrounding application for lease vehicles if appropriate

**POLICY DOCUMENT CONTROL SHEET**

<b>Title</b>	Title:	Business Travel Policy
	Version:	1.0
<b>Supersedes</b>	Supersedes:	
	Description of amendments:	New policy combining the Lease Car Policy, and Travel Expenses & Mileage Allowance Policy.
<b>Accountable Director</b>	Lead:	Michael Hutt
	Designation:	Lead Director for Human Resources
<b>Policy Author</b>	Lead:	Tony Bellingham
	Designation:	Head of Financial Services
<b>Consultation Circulation:</b>	Circulation List:	Policy
<b>Approval by</b>	Committees / Groups Consulted: Date	Partnership Forum
	Executive Director: Name / Date	Michael Hutt – Director of Performance
	Policy Monitoring Group: Date	24 <sup>th</sup> February 2010
	Trust Board: Date (if applicable)	n/a
<b>Circulation:</b>	Issue Date:	February 2010
	Circulated by:	Head of Corporate Administration
	Issued to:	As per policy distribution list
<b>Review</b>	Review date:	February 2012
	Responsibility of:	Head of Financial Services / Head of HR
<b>Link Reference Documents</b>	1)	
	2)	
<b>Service User / Carer Information eg. leaflets for service users</b>	1)	
	2)	
<b>Further Advice</b>	Contact No.	Tony Bellingham, Head of Financial Services

<b>Glossary of Terms – Appendix 2</b>	Provide definitions of technical or specialised terminology used within the policy.	Completed Yes.
<b>Terms of Reference – Appendix 3</b>	Attach terms of reference of group relevant to the policy.	Completed Yes.
<b>Monitoring Audit Tool – Appendix 4</b>	Use standard template within the policy.	Completed Yes.
<b>Training Requirements – Appendix 5</b>	(Please state category A, B or C)	Completed Yes - A
<b>Equality Impact Assessment – Appendix 6</b>	Refer to further guidance in Policy on the Development of Policies (POL/002/001).	Completed Yes. Please return this sheet separate to Liba Stones, Equality and Diversity Project Lead, Carleton Clinic.

## TABLE OF CONTENTS

<b>INTRODUCTION .....</b>	<b>6</b>
<b>1. PRINCIPLES.....</b>	<b>6</b>
2.1 ENVIRONMENTAL CONSIDERATIONS .....	6
2.2 LEASE CAR SCHEME .....	6
2.3 GREYFLEET SCHEME .....	6
2.4 DRIVERS AND VEHICLES REGISTER.....	6
2.5 HEALTH AND SAFETY .....	6
2.6 DRIVER RESPONSIBILITY.....	6
2.7 PUBLIC TRANSPORT.....	7
2.8 AGENDA FOR CHANGE .....	7
2.9 SMOKING POLICY .....	7
<b>2. RELATED DOCUMENTS &amp; POLICIES.....</b>	<b>7</b>
<b>3. REIMBURSEMENT OF EXPENSES .....</b>	<b>7</b>
4.1 PUBLIC TRANSPORT RATE .....	8
4.2 REGULAR USER ALLOWANCES .....	8
4.3 STANDARD RATE .....	8
4.4 HIRE CARS .....	8
4.5 MOTORCYCLES AND SCOOTERS .....	9
4.6 PEDAL CYCLES.....	9
4.7 PASSENGER ALLOWANCES .....	9
4.8 EXPENSES INCURRED DURING BUSINESS TRAVEL .....	9
4.9 ASSESSMENT OF ENTITLEMENT .....	9
4.10 HOME TO BASE TRAVEL.....	10
4.11 EXCESS TRAVEL FOR PRIVATE CARS.....	10
4.12 DISRUPTION ALLOWANCE FOR LEASE CAR DRIVERS.....	10
4.13 CALCULATING CLAIMABLE BUSINESS MILES .....	12
<b>4. LEASE CAR SCHEME.....</b>	<b>12</b>
5.1 ELIGIBILITY.....	13
5.2 CONDITIONS / VEHICLE ALLOWANCES.....	14
5.3 FUEL REIMBURSEMENT & MILEAGE VARIATIONS .....	14
5.4 LEASE CAR SELECTION.....	15
5.5 LEASE CAR SCHEME ADMINISTRATION .....	15
5.6 INLAND REVENUE RETURNS .....	15
5.7 GENERAL CONTRACT TERMS.....	16
5.8 USE OF LEASE CAR.....	16
5.9 INSURANCE .....	17
5.10 INSURANCE POLICY EXCESS.....	17
5.11 PARKING FINES AND PENALTIES.....	17
5.12 USE OF LEASE CAR ABROAD .....	18
5.13 TOWING .....	18
5.14 FITTING OF ACCESSORIES, INCLUDING TOW BARS .....	18
5.15 COURTESY / RELIEF VEHICLES .....	18
5.16 LONG TERMS SICKNESS, MATERNITY LEAVE, AND OTHER AUTHORISED ABSENCES.....	19
5.17 TRANSFERS TO ANOTHER PUBLIC SECTOR ORGANISATION.....	19
5.18 TRANSFERS TO ANOTHER POSITION WITHIN THE ORGANISATION .....	19
5.19 TERMINATION OF THE LEASE .....	20
5.20 END OF CONTRACT PERIOD.....	21
<b>5. GREY-FLEET .....</b>	<b>22</b>
<b>6. POLICY DESTRUCTION .....</b>	<b>22</b>

<b>APPENDIX 1 – AGENDA FOR CHANGE MILEAGE ALLOWANCES .....</b>	<b>23</b>
<b>APPENDIX 2 – MEDICAL STAFF MILEAGE ALLOWANCES .....</b>	<b>24</b>
<b>APPENDIX 3 – LEASE CAR MILEAGE ALLOWANCES .....</b>	<b>25</b>
<b>APPENDIX 4 - GLOSSARY OF TERMS .....</b>	<b>26</b>
<b>APPENDIX 5 - COMMITTEE / BOARD / GROUP TERMS OF REFERENCE.....</b>	<b>27</b>
<b>APPENDIX 6 - AUDIT TOOL GUIDANCE .....</b>	<b>28</b>
<b>APPENDIX 7 – EDUCATION AND TRAINING NEEDS ANALYSIS AND ACTION PLAN .</b>	<b>29</b>
<b>APPENDIX 8 - EQUALITY IMPACT ASSESSMENT FORM .....</b>	<b>31</b>

## INTRODUCTION

The Trust has a legal obligation under the Health & Safety at Work etc Act 1974 to ensure, so far as is reasonably practicable, the health and safety of all employees while at work. It also has a responsibility to ensure that others are not put at risk by any work-related driving activities. A vehicle is a place of work and the employer has an absolute duty of care under section 2 to ensure the safety of anyone driving on their behalf.

This policy sets out the rules and guidance to be followed in respect of travel undertaken in the course of employment.

This policy, with all associated policies and procedures, applies to all employees who are required to travel to undertake their work.

## 1. PRINCIPLES

### 2.1 Environmental Considerations

The Trust is committed to sustainable development and reducing CO<sub>2</sub> emissions, particularly those resulting from work related travel. All staff are encouraged to minimise the carbon footprint of any travel undertaken on behalf of the Trust. (The carbon footprint is a product of the mileage travelled and the CO<sub>2</sub> emission output of the vehicle.)

### 2.2 Lease Car Scheme

The Trust operates a Lease Car scheme, details of which will be found in Section 5.

### 2.3 Greyfleet Scheme

All non-lease car drivers (owner drivers) must register with the "Greyfleet" Scheme, to enable payment of expenses for business travel. See Section 6.

### 2.4 Drivers and Vehicles Register

The Trust will hold and maintain a register of all employees that travel in the course of their work and details of all vehicles used at work. The register will be managed by Knowles Associates.

### 2.5 Health and Safety

Health and safety guidance on driving at work is available on the Knowles website and a printed copy of the Driver's Handbook will be given to all drivers of both the Lease Car and the Greyfleet Schemes.

### 2.6 Driver Responsibility

Although the Trust will actively manage at work road risks, drivers remain responsible for their own and others safety on the road. Drivers must be aware of their responsibility to drive safely and to comply with Road Traffic Acts and the Highway Code at all times.

**2.7 Public Transport**

Where public transport is the most appropriate method of travel the cheapest tariff available should be used.

**2.8 Agenda for Change**

The Trust abides by the Agenda for Change Terms and Conditions. These deal with the conditions of service of employees in the NHS and are updated from time to time. Sections 17 and 18 of the NHS Terms and Conditions of Service Handbook refer to Mileage and Subsistence Allowances payable to staff. Extracts of these rules are reproduced as part of this Policy where appropriate.

Agenda for Change is not applicable to Medical Staff, whose terms and conditions are set out in the NHS Hospital, Medical & Dental Staff & Doctors in Public Health Medicine & The Community Health Service (England & Wales) Terms and Conditions.

Terms and Conditions for all groups of staff are supplemented by this policy.

**2.9 Smoking Policy**

All NHS vehicles and private cars used at work are smoke free when used on Trust business.

**2. RELATED DOCUMENTS & POLICIES**

The following documents relate to the preparation and implementation of this policy, and should be consulted as necessary in conjunction with the policy:

- Health & Safety at Work Act 1974
- Road Traffic Act 1988
- The Highway Code  
<http://www.direct.gov.uk/en/TravelAndTransport/Highwaycode/index.htm>
- Policy for Lone Working
- Information Security Policy
- Data Protection Policy
- Driving at Work Policy

**3. REIMBURSEMENT OF EXPENSES**

The Trust will reimburse all reasonable expenses incurred during the course of normal business travel. Business travel is considered to be all travel undertaken during the course of the working day but excluding normal commuting.

Except where employees have been allocated a lease car, mileage allowances should be payable in accordance with the rules set out in Section 4, and the rates specified in Appendix 1, and Appendix 2.

#### 4.1 **Public Transport Rate**

Standard or regular user rates of mileage allowance shall not apply if an employee uses a private motor vehicle in circumstances where travel by public transport would be appropriate. For such journeys the public transport rate set out in paragraph 1 of Appendix 1 (Medical Staff - Appendix 2) shall be paid unless this is higher than the standard or regular user rate for the appropriate engine band, when that lower rate should be paid.

Public transport rate will also be paid for journeys to and from courses and conferences and for other approved educational purposes.

Employees who prefer to use their own car rather than accept the offer of a lease car shall be reimbursed at public transport rate for all journeys.

#### 4.2 **Regular User Allowances**

The allowances set out in paragraph 2 of Appendix 1 (Medical Staff – Appendix 2) shall only be paid to:

- (i) Those employees who are currently in receipt of a regular car user allowance as a result of TUPE. Such staff will be in receipt of that allowance until their terms of conditions of employment change as a result of a move to another post.;
- (ii) Consultants employed on the 2003 contract who currently receive the allowance and are entitled to do so for so long as they remain in the same post or until they voluntarily accept the offer of a Lease Car. A consultant who was a new appointee after 1 April 2003 (including a consultant who voluntarily moves post within the same employing organisation, or to a different employing organisation) and who is required to travel on Trust business and who chooses to use his or her own car, rather than to accept the offer of a Lease Car, shall not receive the Regular User Allowance, but shall be reimbursed at the special rate (see paragraph 5 of Appendix 2).

#### 4.3 **Standard Rate**

The standard mileage allowances set out at paragraph 3 of Appendix 1 (Medical Staff – Appendix 2) shall be paid to employees who use their own vehicles for official journeys other than in the circumstances described at paragraphs 4.2 and 4.3 above.

#### 4.4 **Hire Cars**

Hire cars will be made available to all staff using their own vehicles where they plan to exceed 120 business miles on any one return journey. Hire cars can be delivered to site, home or base as required.

Where an employee chooses not to make use of a hire car, this will result in all travel for that day being paid at public transport rate. The Payroll Department will automatically process all claims of 120 miles and over at the public transport rate per mile for the total miles claimed on that particular journey.

#### 4.5 **Motorcycles and Scooters**

Motorcycles and Scooters will not be provided for travel on Trust business. However, if an employee chooses to use a motor cycle or scooters they will be eligible to claim the agreed rates for motor cycles as set out in paragraph 3b of Appendix 1 (Medical Staff – Appendix 2).

#### 4.6 **Pedal Cycles**

Pedal cycles will not be provided for travel on Trust business. However, if an employee chooses to use a pedal cycle they will be eligible to claim the agreed rates for cycling as set out in paragraph 3c of Appendix 1 (Medical Staff – Appendix 2).

#### 4.7 **Passenger Allowances**

With the exception of lease car users, where other employees or members of an NHS organisation are conveyed in the same vehicle on NHS business and their fares would otherwise be payable by the employer, passenger allowances at the rates set out at paragraph 4 of Appendix 1 (Medical Staff – Appendix 2) shall be paid.

#### 4.8 **Expenses Incurred During Business Travel**

Subject to the production of vouchers wherever possible, employees using their private motor vehicles on an official journey at the standard or regular user rates of mileage allowances shall be refunded reasonable garage and parking expenses and charges for tolls and ferries necessarily incurred, except that charges for overnight garaging or parking shall not be reimbursed unless the employee is entitled to night subsistence allowance for overnight absence.

Similar expenses may also be refunded to employees only entitled to the public transport rate of mileage allowance, provided that the total reimbursement for an official journey does not exceed the cost, which would otherwise have been incurred on public transport, including the fares of any official passengers.

Where, at the requirement of the employer, an employee carries heavy or bulky equipment in a private car, an allowance at half the passenger rate set out in Appendix 1 paragraph 1 shall be paid for journeys on which the equipment is carried provided that either:-

- the equipment exceeds a weight which could reasonably be carried by hand;
- the equipment cannot be carried in the boot of the car and is so bulky as to reduce the seating capacity of the vehicle.

#### 4.9 **Assessment of Entitlement**

Reviews of travel payments will be undertaken regularly to determine entitlement to standard or public transport allowance.

Employees who are required to be mobile will be offered a lease car in accordance with Section 4.1 above and Section 5 below, provided that this is expected to be a continuous pattern and is not due to short term circumstances (for example, short term projects and secondments, and new

posts where likely actual mileage cannot be determined reasonably). In such circumstances, staff may remain on standard user allowances, but will continue to have their business miles reviewed regularly.

For the purpose of assessment, any periods spent absent from work due to long term sickness, maternity leave or other authorised absence shall be disregarded.

#### 4.10 **Home to Base Travel**

Medical staff should refer to their own terms and conditions (Section 277 – 303, Travelling Expenses and Mileage Allowance).

For all individuals employed under Agenda for Change terms and conditions, there is no entitlement in general to claim for home to base travel, except in the circumstances set out in paragraphs 4.10 to 4.11 below.

Employees who are required to return to, or attend their place of employment outside their normal hours of duty (i.e. additional hours and on-call). This will be in circumstances where they would be entitled to overtime or time off in lieu.

In these circumstances any expenses which are in excess of the expenses they incur as a result of their normal attendance at work and which are actually and necessarily incurred in traveling to and from home shall be reimbursed. This will be on the basis of the public transport mileage rate (Appendix 1). Claims for expenses should not be met when no additional expenditure is incurred e.g. when the employees concerned have a season ticket, or where the time lapse between two consecutive periods is sufficiently short for it to be considered reasonable for the employee to remain at or near their place of employment.

#### 4.11 **Excess Travel for Private Cars**

Employees who are required to change their base of work as a result of a merger of NHS employers, organisational change, or their acceptance of another post as an alternative to redundancy may be reimbursed their extra daily traveling expenses for a period of 4 years from the date of transfer. The excess shall be calculated on the basis of the bus fares or standard rail travel or if the employee travels by private motor vehicle on the basis of the public mileage rate.

The excess mileage is the additional distance travelled between the employee's home and their old base and the employee's home and their new base multiplied by the number of journeys travelled and calculated at public transport rate; these journeys are treated as private journeys by the Inland Revenue and are subject to tax and class 1 national insurance at source.

The excess mileage will not be paid to drivers of lease cars.

#### 4.12 **Disruption Allowance for Lease Car Drivers**

Lease car drivers who are required to change their place of work due to organisational change or their acceptance of another post as an alternative to

redundancy may be paid a 'disruption allowance'. If the employee does not move they may claim the allowance for a period of up to four years from the date of transfer.

The 'disruption allowance' is determined by reference to the disruption factor resulting from the additional travel to the new workplace: In this respect the Trust must calculate the time taken to travel from home to the original work place and from home to the new work place. It is then necessary to establish the frequency of journeys undertaken. A reasonable time for the journey should take into account type of roads travelled, speed limits and traffic conditions.

The disruption allowance will be paid through salary and subject to income tax and a class 1 national insurance at source. The allowance will not impact on the lease car agreement.

The number of one-way (single) journeys undertaken in the month must be logged on the travel and expenses claim form and agreed by line managers.

In cases where an employee has two workplaces (split site) it will be necessary to determine their extra mileage travelled (between home and the second workplace) based on the frequency that site is visited.

The test to determine if a workplace is a second permanent workplace is:

- the employee performs a significant part of his or her duties there
- people would expect to be able to contact the employee at the second location
- the employee has an office, or desk, and support services at the second workplace which he or she regularly uses

However, travel between the two workplaces is travel in the performance of the employee's duty and will be treated as a business journey by the Inland Revenue.

Employees, whose employment requires regular attendance at more than one workplace, may have more than one 'permanent' workplace during the same period. These employees are not entitled to relief for the cost of travel from home to any of the sites. This is because they travel regularly to each site and their work is neither of limited duration nor for a temporary purpose.

Employees with two work bases must treat their journey from home to each base as private travel. Therefore if an employee is paid a mileage allowance for using their private car the allowance will be taxed in full and there will be no relief under the Authorised Mileage Rate (AMR) scheme.

Lease car drivers will receive a 'disruption allowance' for the journey from home to the additional workplace(s).

Lease car drivers may not claim home to base travel.

Business journeys commencing or ending at home will be treated as described in sections 4.13 below.

The disruption allowance is calculated on a cost of 12p per minute travelled for the circumstances set out in this section. However, to ensure that a lease car holder is not financially disadvantaged as a result of a permanent change in base location, a review of the total allowance paid will be made upon the cessation of a lease contract.

#### 4.13 **Calculating Claimable Business Miles**

Medical staff should refer to their own terms and conditions (Section 277 – 303, Travelling Expenses and Mileage Allowance).

Employees that are required to attend one or more temporary work places and have no requirement to visit their normal place of work at all during that day can claim the full return journey as business mileage. It is the employee's responsibility to provide justification for not attending their normal place of work during the day. All such journeys must be agreed with line managers in advance or on the next working day when a full day away is not planned.

In all other circumstances where an employee visits their normal place of work at some point during the day:

- a) If the first journey of the day starts from home; the full distance travelled into the workplace will be recorded and the home to base mileage will be deducted.
- b) If the last journey of the day finishes at home; the full distance from the workplace travelled to home will be recorded and the base to home mileage will be deducted.

Employees who claim excess travel (for private cars only) and who visit a temporary workplace will record their journey as above to calculate the business mileage. However the excess mileage from home to base will still be paid at the current rate:

#### Example

Home to base excess miles agreed	15
Distance from home to temporary workplace	12
Distance from temporary workplace to base	10
Deduct the home to base mileage from the total journey	$(12 + 10) - 15 = 7$

The business mileage claimed will be 7 miles and the excess mileage will be 15 miles.

## 4. **LEASE CAR SCHEME**

The Trust operates a lease car scheme and all employees who are required to travel for the Trust may be eligible to join the scheme. Entry to the scheme will be voluntary but employees who decide to enter the scheme will sign and

undertaking with the Trust to participate in the scheme for a period of two or three years, or any such other period that is agreed. Employees will be deemed to have entered into a binding legal agreement.

In accordance with all employees Terms and conditions, where the Trust considers it economically viable to provide a lease car, and the offer of a car is refused by the employee then all official journeys will be reimbursed at the Public Transport Mileage Rate, or in the case of Medical Staff, at the Special Rate (see paragraph 5 of Appendix 2).

Cars may be provided for business and private use or for NHS business use only. All employees who are required to be mobile in the course of their work and where it is in the interest of the Trust will be offered a lease car for business use. The offer will include the option to use the vehicle for private use. Where the option for private use is taken the driver will have a free choice of car, providing that it meets the vehicle selection criteria.

For those staff acquiring a leased car for the first time, the new policy will be applied immediately. For those staff that currently have a lease car, the new policy will be applied upon replacement. The Allowances are set out in Appendix 3.

Motor cycles, scooters and pedal cycles can not be acquired through the Trust's Lease Car Scheme.

The Trust's Lease Car Scheme will be administered by Knowles Associates TFM Ltd – telephone 01206 252300.

For further information about how the lease car scheme operates please contact Knowles Associates or you can download a question and answer booklet and quotation request form from the lease car website [www.greyfleet.com](http://www.greyfleet.com)

The following section sets out the eligibility criteria and the method of calculation for the driver's private use rental for a lease car. The purpose of the scheme is to provide transport to employees who are required to be mobile in the course of their work.

## 5.1 Eligibility

The scheme applies to all employees who are required to be mobile in the course of their work and where it is in the interest of the Trust to offer a lease car. The offer of a lease vehicle will be made where an employee normally travels 3500 miles per annum.

A car will be offered to all new and existing employees of the Trust who may be eligible for the use of a lease car subject to the approval of the Budget Holder and the Director of Finance.

The need to be mobile will take into account the average annual business mileage travelled over the term of the contract, the number of journeys undertaken and the number of days worked.

Other employees can apply and may be offered a lease car where it is in the interest of the Trust to do so.

## 5.2 **Conditions / Vehicle Allowances**

The employee is required, as a condition of the car being made available for their private use, to pay (an amount of money) for that private use of the car. The amount of money will be calculated by deducting a business mileage allowance from the total cost for the provision of the chosen car at the total annual mileage. The employee pays the balance by way of salary deduction; VAT is charged on the full amount deducted from salary, for the service provided, regardless of whether certain supplies are zero rated e.g. insurance and excise duty etc.

All qualifying drivers will receive a standard lump sum allowance and a variable mileage allowance based on the average estimated annual business mileage. The allowance is calculated by multiplying the driver's estimated annual business mileage by the mileage rate which is added to a standard lump sum. The resultant business allowance is inclusive of all the Trust's costs and specifically includes the full cost of insurance, Class 1a National Insurance, fuel for business use and a contribution for the incremental lease rental cost. Drivers will purchase all the fuel for business and private use.

The standard lump sum allowance is applicable to all drivers that travel in excess of the threshold mileage as set out in Appendix 3 (3,500 miles).

Employees permitted to join the scheme below the threshold mileage will receive a single mileage allowance with no lump sum allowance.

Where the Trust considers it economically viable to provide a car and the offer of a car is refused then all official journeys will be reimbursed at the Public Transport Mileage Rate.

In some cases the Trust will provide a car for business use only to be used by one driver or a pool car which will be available to a group of drivers. These cars will not be taken home or used for any private purposes whatsoever.

## 5.3 **Fuel Reimbursement & Mileage Variations**

The fuel reimbursement rate will be reviewed in line with the HMRC advisory fuel review. The rates will be reviewed twice a year and any changes will take effect on 1 January and 1 July.

Mileage returns will be completed and submitted at the end of each month. The actual mileage travelled will be monitored and compared to the estimated average mileage. Variations between the actual and the estimated business mileage will be monitored and adjustments will be made to the allowance where appropriate.

Fuel adjustments will be made each quarter based on the 1<sup>st</sup> April each year. The fuel allowance for the first quarter will be based on the contracted mileage and the second and subsequent quarters will be based on the

average of the previous quarter. At the end of the fourth quarter a final adjustment will be made for the tax year and any overpayment will be recovered, in full, from the April salary.

Any permanent variation to the annual business mileage, resulting from a job change or a change in duties, will be recalculated using the revised allowance.

In all other cases the driver's private use rental will be adjusted using the variable business mileage rate based on the Inland Revenue Advisory Fuel Rates for the chosen car. Variations of less than 5% per annum will generally be made at the variable rate.

Drivers are ultimately liable to pay the full cost of the car; therefore the charge for the private use of the car will be adjusted to reflect the actual business mileage travelled. If the mileage returns are not submitted the allowance may be discontinued resulting in an increase in the salary deduction.

#### **5.4 Lease Car Selection**

Because of the diversity of the work undertaken, drivers can make a free choice of lease car subject to the following restrictions. The choice of car must be suitable for the performance of the driver's duties in a safe and appropriate manner. Special emphasis will be placed on Health & Safety issues concerning the carriage of goods and people and the length of the journey and the type of roads regularly travelled.

The Trust is committed to sustainable development and to reduce the environmental impact of the fleet.

Finally, the image of the Trust and the way it is perceived is also affected by the choice of car and the Trust wishes to portray an image appropriate to its role as a provider of quality and value. Therefore certain types of vehicle will not be approved (for example, high performance sports cars, and cars with high carbon dioxide emissions) as all cars provided under the Lease Car Scheme should be suitable for Trust business.

#### **5.5 Lease Car Scheme Administration**

The Trust has appointed Knowles Associates to administer leased vehicles on its behalf. All aspects of vehicle administration, from the initial quotation to procurement, monitoring and accident management, will be dealt with by Knowles Associates. Knowles Associates will carry out their duties based on the contents of this policy.

#### **5.6 Inland Revenue Returns**

Employees will be liable for a taxable benefit charge calculated in accordance with HM Revenue and Customs guidance. This charge is collected through an alteration to the tax code of the employee and is based on the list price value of the leased vehicle, the level of Co2 emissions and the contributions for private use. All employees will be provided with an estimate of the likely charge at the quotation stage.

A form P46(car) will be produced and sent directly to the local Inland Revenue office when the car is first delivered. If there is a permanent change to the driver's private use rental a revised form P46(car) will be produced and sent to the local Inland Revenue office. When the car is returned and no longer available for private use a further P46(car) will be sent to the local Inland Revenue office.

At the end of each tax year a P11d will be produced listing the car and driver details, the list price, CO2 value and the drivers private use rental payments for the period the car was available. The P11d will be sent to the local Inland Revenue office and a copy will be sent to each driver.

The P11d list price will include all extras fitted to the vehicle and will be provided by the supplying dealer and taken from the latest manufacturer's list prices relevant on the day the car is delivered. The CO2 emission value will also be provided by the supplying dealer and taken from the vehicle registration certificate as reported to the DVLA.

#### 5.7 **General Contract Terms**

The Trust leases vehicles for use on official business. Vehicles are provided on a contract hire agreement, normally for a period of 2 or 3 years. All vehicles are covered by fully comprehensive insurance, breakdown and recovery services and accident management. Routine servicing, maintenance and repairs are also included.

All servicing and repairs resulting from normal wear or component failure will be covered by the leasing company. The driver will be responsible for any accidental damage or damage resulting from the misuse or neglect of the car.

Drivers will be required to enter into a contract with the Trust under conditions set out in the lease car terms and conditions of use document. On agreeing the quotation the driver must complete an application form and sign a hire agreement before the car is ordered. The application form must be countersigned by the employee's budget holder and passed to the officer named on the form for final approval.

The standard contract period is 3 years, however, if the contract period is varied to 2 years any additional cost of the lease will be borne by the employee.

The employee must produce a valid driving licence covering the type of vehicle to be driven. The Trust reserves the right to confirm the driving licence details with the DVLA. Drivers must inform the Trust of all penalty points or other motoring offences that may affect the driver's ability to drive the car. The loss of a driving licence may result in the car being withdrawn and an early termination penalty charged.

Lease Car Terms and Conditions will be issued at the time of signing the lease contract (and may be updated from time to time).

#### 5.8 **Use of Lease Car**

The car will generally be used only by the employee and immediate family and by anyone authorised by the Trust, provided they are properly qualified drivers and are included on the insurance policy.

The employee has specific responsibility to keep the car in a clean condition and at regular intervals to check the oil, water, lights, battery, brake and any fluid levels, tyre pressures and the condition of the tyres and take the necessary corrective action.

All servicing, maintenance and repair must be carried out by approved dealers, who are acceptable to the Contractor and the Trust. The scheme incorporates full maintenance, the cost of servicing in accordance with the manufacturer's recommendations, mechanical or electrical repairs, replacement tyres, batteries, exhaust except where the need for repair arises by virtue of any breach of the terms of the agreement by the employee or where it would not be economic to repair the vehicle.

#### 5.9 **Insurance**

The Trust operates a fleet based insurance scheme that is renegotiated on an annual basis from 1<sup>st</sup> July each year. The total premium is based on a declaration of vehicles that are in use on the renewal date multiplied by the premium per vehicle.

Risk management is a major factor in meeting the Trust's responsibility under Health and Safety. The insurance charge is included in the driver's lease car quotation and is adjusted for additional drivers and high performance vehicles so that scheme incorporates financial incentives to reduce the number of additional drivers and to reward employees who choose smaller cars. Any variation in future premiums will be recharged/credited to the driver's monthly lease car rental.

#### 5.10 **Insurance Policy Excess**

The fleet insurance incorporates a minimum policy excess of £250 on all claims, this increases for young and inexperienced drivers. Where the cost of the claim exceeds the policy excess the Trust is required to pay the excess amount of the claim. The employee will be recharged the basic £100 excess in all cases however this will be increased for young and inexperienced drivers.

Where it can be proved that a third party is to blame the excess will be recovered via the insurance company and the excess charge to the employee will be refunded.

In cases of hardship the payment of £100 excess can be made in instalments, by arrangement with the Finance Department.

#### 5.11 **Parking Fines and Penalties**

The driver remains fully responsible for any fines or penalties incurred during use of the vehicle. Any payment which becomes due will be met by the employee in all cases.

Necessary charges incurred for parking, road tolls and congestion charges whilst on business use will be met by the Trust. These expenses must be claimed on the 'Travel and Expenses Claim Form' and authorised by the line manager in the normal way.

The lease car mileage claim form must not be used for out of pocket expenses.

#### 5.12 **Use of Lease Car Abroad**

Use of the lease car abroad is permitted subject to prior written application to the Head of Department. However, maintenance costs are not covered when the car is abroad and it is the employee's responsibility to make special arrangements to cover this period. The minimum acceptable cover is that provided under AA 5 star cover or equivalent. Employees will be advised on the maintenance requirement when written permission is given.

#### 5.13 **Towing**

The employee is permitted to tow a caravan, boat or trailer with a leased vehicle provided prior approval in writing is obtained from the lease hire company through the Head of Department. Approval will not be forthcoming if the employee's choice of vehicle is not considered suitable for the proposed towing. Any caravan, boat or trailer shall be towed only in conformity with all legal requirements and the manufacturer's specification.

Should the lease hire company choose to charge an increased rental to the Trust to cover the lower residual value and higher maintenance costs which result from towing this charge will be paid in full by the employee.

#### 5.14 **Fitting of Accessories, including Tow Bars**

The employee may request either at the time the vehicle is ordered, or at any subsequent time, subject to written approval, the addition of any accessories approved by the lease hire company. An approved dealer will then add these to the vehicle at the employee's expense. The employee will not be entitled to remove from the vehicle, either before or after the expiration of the contract period, any such accessories so fitted save with the written approval of the lease hire company. Except as permitted above, no accessories may be fitted to the vehicle.

Income Tax is chargeable on all accessories fitted to the lease car. Therefore, it is the responsibility of the employee to notify the Trust of the item and the full list price excluding VAT of the item and the price paid.

#### 5.15 **Courtesy / Relief Vehicles**

A courtesy vehicle will be provided free of charge under the following circumstances:

- Whilst the vehicle is undergoing accident repairs at an approved repairer;
- When the car breaks down and requires recovery;
- When the vehicle has been booked in for repairs and servicing using the appropriate booking service.

Courtesy vehicles are not provided under a contract, but are provided free of charge by a garage or accident repair shop whilst they are repairing a vehicle. The vehicles are provided as part of their service but are not guaranteed and are provided on a “first come, first served” basis. Courtesy cars must be booked and it may be necessary to wait until a vehicle becomes available.

#### 5.16 **Long Terms Sickness, Maternity Leave, and Other Authorised Absences**

In the event that an employee is absent from work on sick leave, maternity leave or other authorised absences, the employee, who has contracted for private use, may choose to continue the private use of the car.

The business fuel allowance will stop for the duration of the absence; this will result in an increased salary deduction. This is because the employee is no longer undertaking business mileage and does not purchase fuel for business use.

When the employee has an extended period of authorised leave or sick leave of 3 months or more, then the full employer’s contribution may be removed, at the employer’s discretion. As a result the driver will pay the full cost of the lease car.

On return to work the employer’s contribution will be reinstated based on a new estimate of the annual business mileage if applicable.

If the employee chooses to return the vehicle they will be liable for a financial penalty, on account of early termination of the contract, except in exceptional circumstances to be determined by the employer.

#### 5.17 **Transfers to Another Public Sector Organisation**

Where an employee voluntarily transfers to another public sector organisation they will be encouraged to transfer the car to the new employer. If the new employer does not accept the transfer the employee will pay the early termination costs.

#### 5.18 **Transfers to Another Position Within the Organisation**

If the employee changes jobs or voluntarily takes on a new role within the same organisation and there is a significant change in business mileage they may choose to keep the car at a revised charge.

If the employee chooses to return the vehicle they will be liable for a financial penalty, on account of early termination of the contract.

In situations where the change of role is for development/promotional purposes the Trust would not wish to deter career progression, and as such if there is a resultant reduction in business mileage the driver may retain the use of the car at the same charge or relinquish the vehicle and the financial penalty, on account of early termination of the contract will be wholly borne by the Trust. This will be subject to authorisation from the Head of Department and Head of HR.

If there is a reduction in business mileage due to a change in employment, duties or work base that is not voluntary the driver can retain the use of the car at the same charge. If the employee chooses to return the vehicle the financial penalty, on account of early termination of the contract will be wholly borne by the Trust.

#### 5.19 Termination of the Lease

Employees are advised to seek advice before terminating the contract.

In the event of early surrender of the car for any reason the employee may be liable to pay the early termination charge imposed by the leasing company. This is usually calculated by a multiple of the monthly rental charge paid by the Trust depending upon the length of time the contract has to run. The charge varies between leasing companies but is higher in the first year and reduces during the contract. An estimate of the early termination charges is provided on the quotation form as a guide only.

In some cases the Trust will look at the requirement to pay the early termination charge on an individual basis taking into account the following considerations:-

The requirement for staff to change their post (as detailed in 5.18 above) or be considered for redundancy as a result of a change to service in line with the Trusts Management of Change policy:

The need for staff to consider leaving the Trust through ill health retirement.

For staff who do not fall into this category the Trust will offer to other staff within the Trust the option of taking on another member of staff's lease agreement. This option may result in the individual concerned not having to pay the early termination charge should their lease agreement and vehicle be taken on by another member of staff within the Trust.

If any of the following events occur the employee's right to a car within the scheme will discontinue forthwith. Any costs resulting from the early termination of the contract will be borne by the employer or the employee as described below.

- a) The cessation of the employer's entitlement to possession of the vehicle under its agreement with the leasing company;
- b) The vehicle for whatever reason becomes, in the opinion of the leasing company, uneconomic to repair and/or maintain;
- c) The total loss, whether by theft or otherwise of the vehicle for three consecutive months;
- d) The termination of the employee's contract of service with the employer whether by virtue of death, dismissal, redundancy, retirement, ill health or otherwise outside the employee's control;
- e) The employee commits any breach of the terms of the hire agreement, express or implied;
- f) Any meeting of the employee's creditors is called or the employee commits any act of bankruptcy or any attempt be made to levy distress against the vehicle by reason of the employee's indebtedness;

- g) The termination of the employee's contract of service following voluntary resignation;
- h) Prolonged absence by the employee from his/her official duties;
- i) Career breaks that exceed three months;
- j) The vehicle covering private mileage, which in the opinion of the Scheme Manager is abnormal and causes concern for maintenance and value;
- k) Failure to pay money due to the employer from the employee under this agreement within thirty days of the same becoming due;
- l) The employee becoming disqualified from holding or for any reason ceasing to hold a valid licence entitling him/her to drive a car;
- m) In the absence of any of the aforementioned events, the expiration of the period of hire specified above, or any extensions of the same;
- n) When, in very exceptional circumstances an employee applies to terminate his/her participation in the scheme;
- o) Any other very exceptional circumstances not provided for above.

The employer will pay the early termination charge in respect of the above items a, b, c, d and m.

In the event of early termination detailed above, the employee will be liable to pay:

- a) the early termination charge imposed by the leasing company
- b) any outstanding insurance premium
- c) any costs arising from the condition of the car
- d) any excess private mileage

At least one month's notice must be given of early termination of the contract. The employee must cooperate in the reallocation of the car to mitigate the costs.

Failure to provide adequate notice could result in a delay in the final payment of salary due, in order to resolve any problems.

#### 5.20 **End of Contract Period**

At the end of the contract hire period the employee must deliver up the vehicle to the Trust in good repair and condition. The car will be appraised in the presence of the employee who may be recharged for the cost of any repairs that the contractor considers are needed to bring the car into good condition taking fair wear and tear into account.

The employee will also be recharged for any excess private mileage that may be invoiced to the Trust by the contractor if the contract mileage is exceeded.

Where private mileage is less than originally that provided at the start of the contract, a refund will be provided to the employee.

## 5. GREY-FLEET

Greyfleet is the motor vehicle industry term which describes cars owned by employees and used at work.

Employees who use their own vehicle for business purposes will continue to submit a Travel Expense Claim Form to the payroll bureau for processing.

To enable the Trust to monitor the business miles travelled by employees using their own vehicle, claim forms must be submitted monthly. The trust will review the mileage claims on a regular basis to determine the eligibility of the lease car scheme to employees in the future.

All individuals who use their own vehicle must ensure they have:-

- Fully comprehensive insurance which includes the use of the private vehicle for business purposes
- A full and valid Driving Licence
- An MOT certificate for the vehicle (if applicable)
- A properly taxed vehicle

Employees will confirm this information when submitting their monthly claims, and will be expected to produce the documentation should the Trust request it.

## 6. POLICY DESTRUCTION

It is the responsibility of the Policy File Holder to ensure that when a new or revised policy is ratified and distributed, the old policy is removed from the policy file and destroyed, together with the old content / index listing.

**APPENDIX 1 – AGENDA FOR CHANGE MILEAGE ALLOWANCES**

**1. Public Transport rate.**

24p per mile

**2. Regular User Allowance**

Cars:-

<u>Engine Capacity</u>	<u>Up to 1000cc</u>	<u>1001cc to 1500cc</u>	<u>Over 1500cc</u>
Lump Sum	£508.00	£626.00	£760.00
Up to 9000 miles	29.7p	36.9p	44.0p
Thereafter	17.8p	20.1p	22.6p

**3. Standard Rates**

a. Cars:-

<u>Engine Capacity</u>	<u>Up to 1000cc</u>	<u>1001cc to 1500cc</u>	<u>Over 1500cc</u>
Up to 3500 miles	37.4p	47.3p	58.3p
Thereafter	17.8p	20.1p	22.6p

b. Motor Cycles

<u>Engine Capacity</u>	<u>Up to 125cc</u>	<u>Over 125cc</u>
Up to 5000 miles	16.2p	25.3p
Thereafter	6.1p	9.0p

c. Pedal Cycles

10p per mile.

**4. Passenger Allowance**

Each Passenger                      5p per mile (private cars only)

**APPENDIX 2 – MEDICAL STAFF MILEAGE ALLOWANCES**

**1. Public Transport rate.**

24p per mile

**2. Regular User Allowance**

Cars:-

<u>Engine Capacity (cc)</u>	<u>Up to 1000</u>	<u>1001 to 1500</u>	<u>1501 to 2000</u>	<u>Over 2000</u>
Lump Sum	£508.00	£626.00	£760	£760.00
Up to 9000 miles	29.7p	36.9p	44.0p	44.0p
9001 – 15000 miles	17.8p	20.1p	22.6p	22.6p
Thereafter	17.8p	20.1p	22.6p	22.6p

**3. Standard Rates**

a. Cars:-

<u>Engine Capacity (cc)</u>	<u>Up to 1000</u>	<u>1001 to 1500</u>	<u>1501 to 2000</u>	<u>Over 2000</u>
Up to 3500 miles	37.4p	47.3p	58.3p	58.3p
3500 – 9000 miles	23.0p	28.2p	33.5p	41.0p
9001 – 15000 miles	17.8p	20.1p	22.7p	25.5p
Thereafter	17.8p	20.1p	22.6p	22.6p

b. Motor Cycles

<u>Engine Capacity</u>	<u>Up to 125cc</u>	<u>Over 125cc</u>
Up to 5000 miles	17.8p	27.8p
Thereafter	6.7p	9.9p

c. Pedal Cycles            10p per mile.

**4. Passenger Allowance**

Each Passenger            5p per mile (private cars only)

**5. Special Rate**

25.5p per mile

**APPENDIX 3 – LEASE CAR MILEAGE ALLOWANCES**

1. Lease car users travelling up to 3500 miles

Standard Lump Sum Allowance	Nil
Mileage: 0 to 3499 miles	40.0p

2. Lease car users travelling 3500 miles and above

Standard Lump Sum Allowance	£1,300
Mileage:	
0 to 6499 miles	16.0p
6500 to 9999 miles	18.0p
10000 miles and above	21.0p

## APPENDIX 4 - GLOSSARY OF TERMS

### **Accountable Director**

The Director accountable for the policies within a specific area of responsibility. Also the person responsible for the process or production of specific policies.

### **Policy File Holder**

Person in charge of the administration systems for policies and procedures in a particular service location.

### **Policy Author**

The person nominated by the Accountable Director to prepare the draft of a specific policy.

**APPENDIX 5 - COMMITTEE / BOARD / GROUP TERMS OF REFERENCE**

1	Name of Committee	Partnership Forum
2	Connectivity Reports to	Trust Board
	Committees reporting to this group	None
3.	Chairman	Lead Director for Human Resources, Staffside Chair - Mary Parker
	Vice Chairman	Sonia Hutchinson, Vice Staffside - Barbara Jackson
	Management Lead	Lead Director for Human Resources
4.	Members of the Committee	Management / Trade Union Representatives – See Distribution List attached
5.	Reference No.	PAR / 001
6.	Function of Committee	
	Inputs	All issues / groups relating to Terms and Conditions of Staff, Health and Safety & IWL
	Outputs	Policy / Procedures affecting staff
7	Quorum	3 Management / 6 Staff Side Representatives
8	Review date for committee terms of reference / structure	September 2007
9	Frequency of meetings	Monthly
10	Purpose	To Consult on all issues affecting staff
11	Principal Functions	To develop, consult and agree polices and procedures for further agreement by the Trust Board. Provide a forum for exchange of relevant information on policy and operational matters. Enable unions to represent fully and accurately the views of Trust employees. Allow managers to consult about Trust-wide decisions likely to affect the well-being of staff.
12	Basis of Authority	

**APPENDIX 6 - AUDIT TOOL GUIDANCE**

**STATEMENT**

The Trust will work towards effective clinical governance and governance systems. To demonstrate effective care delivery and compliance regular audits must be carried out. Policy authors are encouraged to attach audit tools to all policies. Audits will need to question the systems in place as outlined in the policy. It is suggested that each policy will list at least ten standard statements which can then be audited in practice and across the Trust.

<b>BUSINESS TRAVEL POLICY</b>				
<b>STANDARD STATEMENT</b>			<b>Yes</b>	<b>No</b>
<b>Statement 1</b>	Check mileage claimed is correct			
<b>Statement 2</b>	Check rates reimbursed are correct			
<b>Statement 3</b>	Ensure courses are only reimbursed at ptr			
<b>Statement 4</b>	Ensure that rate is reduced at correct time			
<b>Statement 5</b>	Check that home/ hq and place visited mileages are calculated correctly			
<b>Statement 6</b>	No employees are paid regular user other than those protected at present			
<b>Statement 7</b>	Lease cars are offered to staff where mileage/frequency would equate to regular user.			
<b>Statement 8</b>	Where a number of people travel to the same destination then the cheapest option of travel is used, i.e. A lease vehicle where available over standard user.			
<b>Statement 9</b>	Check receipts where applicable have been attached.			
<b>Statement 10</b>				

## APPENDIX 7 – EDUCATION AND TRAINING NEEDS ANALYSIS AND ACTION PLAN

### STATEMENT

All policies will provide clear analysis of the amount of education and training required to ensure compliance. Policy authors will be asked to complete the following table to support submission to the Policy Monitoring Group.

Training Assessed at:		For which staff		Suggested cost implications	
Level A (Green)	✓	All Staff	✓	No cost	
Level B (Amber)		Clinical Staff		Minimal cost	
Level C (Red)		Other: Please specify		Large costs	
Please refer to training matrix below				Comments	

### TRAINING MATRIX

**Level A (Green)** - A policy will be designated for this required level of training if the policy is felt to present minimal risk to the Trust. These policies designated green would be disseminated to the local policy file holder. It is acknowledged that all staff must be aware of all new and reviewed policies. A central record of acceptance from local policy file holders will be recorded on the policy database. Local policy file holders will need to place the new/reviewed in the correct policy file, change the contents page which will be attached to the new/reviewed policy and inform all staff in their area of the new/reviewed policies.

## EDUCATION AND TRAINING ISSUES ON POLICIES: ACTION PLAN

### STATEMENT

All policies require an action plan to provide assurance to the Policy Monitoring Group on education and training needs to ensure compliance with the policy. Policy Authors will be asked to complete the following Action Plan to support submission to the Policy Monitoring Group. Policy Authors are also requested to provide evidence on education and training to the PA of the Director Responsible for the policy to ensure that the sharepoint document management systems is kept updated.

No.	Action Required	Criteria for Success i.e. evidence of education and training	Lead Officer	Target Date	Completion Date	Status
1	Publish on intranet and communicate through Trust news	Expense claim forms completed correctly	Head of HR	Ongoing		
2	Include in Induction programme		Head of Training	Ongoing		
3						
4						

**APPENDIX 8 - EQUALITY IMPACT ASSESSMENT FORM**

(Please refer to the Equality Impact Assessment Guidance to complete the assessment contained with the Policy for the Development, Communication & Control, Ratification, Review & Destruction of Policies and Procedures)

Clinical Directorate / Area	<b>HR</b>
Name of person completing this assessment	<b>Tony Bellingham</b>
Date	<b>4<sup>th</sup> January 2010</b>
Name of proposed policy	<b>Business Travel Policy</b>

**Stage 1: Initial Screening**

- |  |  |
|--|--|
| 1. What are the main aims of the policy?   | To ensure employees are reimbursed at the correct rates for any mileage that they are required by their employer to travel on NHS business |
| 2. What evidence is available to suggest that the proposed policy could have an impact on people from the equality groups? Document reasons, e.g. research, results of consultation, monitoring data and assess relevance as:<br>Not relevant / Low / Medium / High. |  |

Are	Not relevant	H/M/L	Evidence
a. Race	✓		As all staff irrespective of their race, religion, gender, disability, sexual orientation or age are able to claim travel expenses and mileage allowance for the role they undertake in the same manner the policy does not impact diversely on any of the equality strands.
b. Religion Spirituality	/ ✓		
c. Gender	✓		
d. Disability	✓		
e. Sexual Orientation	✓		
f. Age	✓		

If you assess the policy as **not relevant**, please proceed to Question 8.  
 If you assess the policy as **relevant**, continue to Stage 2, Full Equality Impact

Assessment.

### Stage 2: Full Equality Impact Assessment

3. Are there service user, public or staff concerns that the proposed policy may be discriminatory, or have an adverse impact on people from the equality groups?

g. Public

h. Staff

If there are **no concerns**, proceed to Question 5.  
 If **there are concerns**, amend policy to mitigate adverse impact (Question 5), consider actions to eliminate adverse impact (Question 7), or justify adverse impact (Question 4).

4. Can the adverse impact be justified?

5. What changes were made to the policy as result of information gathering?

6. What arrangements will you put in place to monitor impact of the proposed policy on individuals from the six equality groups?

7. List below actions you will take to address any unjustified impact and promote equality of outcome for individuals from equality groups. Consider actions for any procedures, services, training and projects related to the policy which have the potential to promote equality.

Action

Lead

Timescales

8. Review date

December 2010

**I am satisfied that this policy has been successfully equality impact assessed.**

Date: 4<sup>th</sup> January 2009

Name of policy author: Tony Bellingham

Please send the completed assessment for scrutiny to: Sue Mason, Equality and Diversity Project Lead, Cumbria Partnership NHS Foundation Trust, Carleton Clinic, Cumwhinton Drive, Carlisle, CA1 35X, or sue.mason@cumbria.nhs.uk

**I am satisfied that this policy has been successfully equality impact assessed.**

Date:

Equality and Diversity Project Lead: