

Bourne Education Trust Rules for the Use of School Vehicles

Any reference to Bourne Education Trust, BET or the Trust within this policy incorporates all its constituent schools.

A) DRIVING LICENCE AND AUTHORITY TO DRIVE SCHOOL VEHICLES

- 1) You must be in possession of a current driving licence and have the Business Manager's authority to drive one of our vehicles.
- 2) Your driving licence must be produced for scrutiny by the Business Manager prior to driving any of our vehicles and at any other time as requested. We may also require you to provide us with the ability to access your driving licence details online.
- 3) If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately.
- 4) It is your responsibility to see that the vehicle is not used by anyone other than authorised employees.

B) FIXTURES, FITTINGS AND MODIFICATIONS

- 1) No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to any of our vehicles without prior written permission.
- 2) No changes or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.

C) WARRANTY

All warranty work must be reported to us prior to it being carried out.

D) CLEANING AND MAINTENANCE

- 1) When you drive one of our vehicles it is your responsibility to ensure that it is kept clean and tidy and that it is returned to us in that condition after use.
- 2) Any maintenance or repair work, or replacement of parts, including tyres, must be approved in advance by us, and reimbursement will only be made against production of an authorisation. Full details of the work required and the cost involved must be given.

E) USE OF MOBILE PHONE WHILST DRIVING

It is illegal to use a mobile phone whilst driving (without a hands free set). It is our school policy that you should not use any mobile phones whilst driving. You should pull over to the side of the road in an appropriate place before making or receiving any telephones calls. In the event of you being unable to pick up a call because you cannot find a safe place to stop, you must return the call as soon as conveniently possible.

F) SMOKING POLICY

- 1) It is our policy that all workplaces are smoke-free and all employees and students have a right to work and study in a smokefree environment. The policy came into effect on Sunday 1st July 2007. Smoking is prohibited in all enclosed and substantially enclosed premises in the workplace, including vehicles used for school purposes. This policy applies to all employees, contractors or members of the public using their own vehicle for school purposes. This policy also extends to the use of e-cigarettes and vaping devices.
- 2) The Trust's disciplinary procedures will be followed if you do not comply with this policy. Those who do not comply with the smokefree law may also be liable for a fixed penalty fine and possible criminal prosecution.

G) FUEL ETC.

- 1) Before you use one of our vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.
- 2) Unless contrary arrangements exist in writing between us, we will only reimburse you for fuel and oil used on school business. Claims must be submitted as directed, signed by yourself and accompanied by receipted bills where the vehicle cannot be filled up on our fuel account.
- 3) If you have been provided with a school debit/credit or fuel card, you are responsible for its security and safekeeping. In the event that it is lost or stolen, it is imperative that you report this to the Business Manager immediately. The card is to be used exclusively for school purposes only and receipts should be obtained for every transaction. Usage will be regularly monitored therefore it is in your interest to keep a personal record of transactions in order that you are able to explain them if necessary.
- 4) Personal use of school credit/debit or fuel cards is not permitted under any circumstances. Misuse of the card and/or failure to comply with our procedures will result in disciplinary action, which may result in your dismissal. You will be required to reimburse us the cost of any unauthorised expenditure. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

H) FINES

We will not be held responsible for any fines (e.g. parking, speeding, etc.) incurred by you whilst working for us. We will pass on details of staff who have incurred any fines to the DVLA or the police as requested by them. If we receive the summons on your behalf, we may pay the fine and deduct the cost from any monies owing to you.

I) DAMAGE OR INJURY

- 1) If you are the driver of any of our vehicles and it is involved in an accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the Owner (us), the registration number of the vehicle and the name of the Insurance Company to any person having reasonable grounds for

requiring such information. It is important that you give no further information. If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to the police as soon as possible, but within 24 hours of the occurrence.

- 2) In addition in the case of an incident involving injury to another person or to notifiable animals (e.g. dogs), you are responsible for notifying the police of the occurrence, and must produce your insurance certificate to a Police Officer attending the accident, or any other person having reasonable grounds for seeing it. The accident must be reported to a police station or to a Police Officer within 24 hours. If you are not then able to produce the certificate, you must, in any event, produce it in person within five days after the accident, to such police station as you may specify at the time of first reporting the accident.
- 3) For security reasons, insurance certificates are kept by us. However, a copy of the certificate of insurance is provided with each vehicle and this will be renewed annually. You should make sure that it is with the vehicle at all times. Replacement copies can be obtained from us if necessary.

J) LOSS

- 1) In the case of theft of one of our vehicles, the police and ourselves must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle the police and ourselves should be notified immediately.
- 2) Please note that only our property is insured by us and you should make your own arrangements to cover personal effects.
- 3) The vehicle should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot if it is a car. If a vehicle is stolen we are required to prove to the Insurance Company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

K) ACCIDENT PROCEDURE

- 1) It is a condition of the insurance policy that the insurers are notified of all accidents, even if apparently of no consequence. You must, therefore, as soon as possible after the accident, obtain an accident report form from us which must be completed and returned to us within 24 hours. All the information required on the form must be completed. You should note, that whenever possible the following particulars should appear in the form:
 - a) The name and address of the other driver and the name and address of his/her insurers.
 - b) The names and addresses of all passengers in both our vehicle and the third party's vehicle.
 - c) Names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident.
 - d) Particulars of the police attending i.e. name, number and division.
- 2) A detailed sketch must be provided showing the relative position of the vehicle before and after

the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.

- 3) If our vehicle is undriveable you are responsible for making adequate arrangements for the vehicle to be towed to a garage, and the name and address of the garage where the vehicle may be inspected must be stated on the claim form.
- 4) An estimate of the repairs required to be carried out, showing details and cost of both labour and materials, must be obtained and sent to us as soon as possible.
- 5) Under no circumstances may repairs be put in hand until the Insurance Company has given its agreement. We will notify you when this has been done.
- 6) You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in 1) above and nothing more.

L) ROAD FUND LICENCE

The road fund licence for each vehicle will be renewed automatically when due.

M) PERMITTED USE

Subject to the restrictions already stipulated, our vehicles may only be used for our authorised school business.

N) PERSONAL LIABILITY FOR DAMAGE TO VEHICLES

- 1) Where any damage to one of our vehicles is due to your negligence or lack of care, we reserve the right to insist on your rectifying the damage at your own expense or paying the excess part of any claim on the insurers.
- 2) Repeated instances may result in disciplinary action.

O) OTHER GUIDELINES

- 1) It must be emphasised that you must never drive under the influence of alcohol, or drugs, including medicines which may affect your driving.
- 2) Use seat belts at all times and comply with local traffic conditions.
- 3) Always drive within the speed limit and reduce speed where weather conditions require you to.
- 4) DO NOT DRIVE if tired.
- 5) If driving for long distances, always take regular breaks from the vehicle.

I have read and I understand the above terms.

Employee signature:

Employee name (print):

Date:

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