

## **Vehicle Provision Agreement (Business Use Only) – Pabulum Van**

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THIS AGREEMENT is made between:

Agreement No:

1. Pabulum Ltd

“the Company”

and

2. The person named in Appendix 1

“the User”

### WHEREAS

The User is employed by the Company and as a term of the employment of the User, has agreed to make available to the User a motor vehicle, initially the vehicle described in Appendix 1 hereto and subsequently any vehicle which the Company shall provide as a substitute vehicle, details of which substitute vehicle may be endorsed upon this Agreement. In this Agreement the expression "the vehicle" means the original vehicle specified in the Appendix or such substituted vehicle. In this agreement reference to the male gender shall also be read as the female gender.

### IT IS HEREBY AGREED

1) The Company will:

- a) Make the vehicle available for the use of the User in connection with the business of the Company upon the terms and conditions hereinafter mentioned for the employment period;
- b) Insure the vehicle under a comprehensive policy of insurance provided that the User shall bear the excess of a minimum of £100.00\* up to a maximum of £750\* of the amount of any claim or the amount of such alternative or additional excess as the Company may be required to pay under the terms of the Contract of Insurance in the case of the damage being as a result of the driver taking undue care and attention.

\* The Company reserves the right to amend these figures from time to time.

- c) Provide the services listed below.
  - i) Petrol for business;
  - ii) All services, mechanical and electrical repairs;
  - iii) Replacement of and repairs to tyres;
  - iv) Replacement of batteries and exhausts;
  - v) Road fund licence;

- vi) 24 hours per day, 365 days per year breakdown assistance;
- vii) Comprehensive insurance cover.

2) The User will:

- a) Pay the amount of any fine or other penalty (i.e. speeding, parking, etc.) arising from the use of the vehicle whether for business or private use. In addition the Company reserves the right to charge an administration fee of £30.
- b) Comply with all instructions from time to time given by the Company and/or the owner relating to the maintenance, use and servicing of the vehicle and shall deliver the vehicle to a garage approved by the Company for servicing at such intervals as the manufacturer shall specify.
- c) Promptly report to the Company's Finance Director any damage, accident, breakdown or fault occurring to the vehicle.
- d) Pay all costs relating to misuse, neglect or abuse.
- e) Check the vehicle before use, to ensure that the vehicle is in a roadworthy condition. Any defects must be entered on a DEFECT RECORD FORM (copy attached at Appendix 2) together with the action taken to rectify. A copy of the form is to be submitted to the Finance Director together with any associated copy invoices.
- f) Have the vehicle available for use whenever required by the Company.
- g) Maintain the vehicle in a clean and tidy condition internally and externally at all times and not permit smoking at any time within the vehicle.

3) TRAINING

- a) The User is required to attend an interactive driving awareness course within 3 months of the commencement of their employment which will be organised and funded by the Company.
- b) In the event of an accident the Company may require the User to attend further in car driver training which will be fully funded from the excess charge levied as detailed within clause 1) b).

4) ACCIDENTS

- a) In the event of an accident caused to either a motor vehicle, person or property, you should stop immediately. If there are any injuries you must arrange for the treatment of these as a first priority. Then you should give details to whoever else is involved (by law you are obliged to give details to the other parties involved in the accident) of your name and address, the address of the Company and the name of the Company's Insurer.
- b) If any damage is caused to property or vehicles and the third party is not present, you must report the accident to the Police within 24 hours. Equally, if the accident involves injury to any person or animals, the accident must be reported to the Police as soon as possible but in any case no longer than 24 hours after the accident.
- c) You must not admit liability for any accident to other parties involved in the accident.

- d) All accidents are to be reported to the Finance Director by the driver of the vehicle within 8 hours on the MOTOR ACCIDENT REPORT FORM. (Copy attached at Appendix 3). The User must ensure a copy of the form is carried in the vehicle at all times.
- e) It is important that the above instructions are adhered to in terms of:
  - i) Complying with the Road Traffic Acts;
  - ii) In order to ensure the Company's Insurers are aware of the incident;
  - iii) To ensure that the vehicle is roadworthy; and
  - iv) To ensure any necessary repairs to your vehicle can then be speedily arranged.

#### 5) VEHICLE MISFUELLING

- a) In the event of placing the wrong type of fuel in the vehicle the User must:
  - i) Not start the engine
  - ii) Roll the vehicle or have it pushed out of the way if causing an obstruction
  - iii) Call the relevant breakdown organisation so that correct action can be taken to rectify the problem; and
  - iv) Report the incident to the Finance Director.

#### 6) PROCEDURE FOR PURCHASING FUEL

- a) The User will be provided with a fuel card for the purchasing of fuel only. No other means of payment should be used at any time.
- b) The User may not use the fuel card for any other vehicle.
- c) The User must record the current mileage of the vehicle at the point of payment.
- d) Receipts should be obtained and retained by the User. The Company may request the receipts at any time.
- e) Upon return of the vehicle the fuel card should be returned immediately to the Finance Director.

#### 7) OVERLOADING AND SECURITY OF LOAD

The User has the ultimate responsibility for ensuring that if he carries a load in the vehicle it is secure and that no overloading occurs. Guidance can be obtained from the Finance Director.

#### 8) SAFETY

- a) It is the User's responsibility to drive in a safe and careful manner and to comply with all regulations. The Company will not be responsible for any fines levied against the User. The User must familiarise himself with the Company's Occupational Road Risk (Driving at Work) assessment which is attached at Appendix 4.

- b) The Company's Health & Safety Manager will carry out a driver risk assessment and driver checklist at the commencement of employment and annually thereafter. The User is required to be in attendance and comply with any required actions.
- c) The User is required to have an eyesight check every two years and wear any necessary corrective eyewear.

Any medical condition that impacts on the User's eyesight should be reported to the Company's Health & Safety Manager immediately.

## 9) DRIVING LICENSES

- a) Prior to driving the vehicle the User must submit to the Head of People both original parts of his Driving Licence. The User must notify the Finance Director of any amendments to his licence as they occur. In particular, the User must let the Finance Director know of any endorsements or disqualifications that may affect his ability to drive the Company vehicle.
- b) In addition, the User must also inform the Finance Director of any medical condition that he contracts or medication prescribed which might have an effect his driving licence or ability to drive.
- c) Notwithstanding the latter requirements the User must sign a mandate to allow the Company to carry out up to date licence checks each year.

## 10) CONDUCT

Whilst driving a Company vehicle, you act as a representative of the Company - any careless or reckless driving not only reflects on you but also on the Company. Always drive considerately and obey specific rules when on other employers' premises - be especially careful when driving on sites such as schools, hospitals, etc. As a driver of a vehicle, you are not only legally responsible for the standard of your driving but also for the condition of your vehicle. Ensure that you report any defects or other problems - should the problems be serious, stop the vehicle and report to the Finance Director for further advice.

## 11) HEALTH & SAFETY RULES (for Drivers utilising Company Car Parks)

- a) The User must always adhere to the Car Park speed limit (in some situations a much lower speed may be needed) and any directional roadway system. When driving a large or bulky vehicle, the User must take special care and reduce his speed accordingly.
- b) Any instances of excessive speed or unsafe driving will be treated as a disciplinary matter.
- c) The User must take special care when reversing and get assistance if necessary and always when reversing large or bulky vehicles. Vehicles must only be parked in the designated parking spaces. Blocking the road, even for a moment will impede access for the emergency services.

12) ROUTINE SERVICING

It is the User's responsibility to ensure that his vehicle is serviced regularly in accordance with the manufacturer's recommendations. This must be a franchised dealer for vehicles under warranty. For details of approved garages, contact the Finance Director.

13) BREAKDOWNS OR ACCIDENTS

If a repair is needed and if the vehicle is driveable, you should take it to an approved garage. Please refer to the Finance Director for approved repair centres. Should the vehicle break down and become un-driveable, you should contact the relevant Roadside Assistance / Recovery Company and instruct them to recover the vehicle. Should you experience any difficulties with the service, you should contact the Finance Director.

14) SECURITY

All vehicles will be fitted with appropriate security devices (alarms, trackers, etc). The User must ensure that devices are set and vehicles locked at all times when unattended.

15) WINDSCREEN DAMAGE

- a) Should the User's vehicle windscreen be damaged he must report the damage to the Finance Director who will advise what steps are to be taken.
- b) The User must ensure that where possible windscreens are REPAIRED and not replaced. The Windscreen company used will advise, upon request, if a repair can be legally undertaken.

16) MINISTRY OF TRANSPORT

It is the User's responsibility to ensure that the vehicle has a valid test certificate or that such is deposited with the Finance Director.

17) ROAD TRANSPORT TAX

It is the Finance Director's role to obtain a valid tax disc but ultimately it is the User's responsibility to ensure that his vehicle is displaying a valid tax disc at all times, if applicable.

18) SMOKING

Smoking is strictly prohibited in the vehicle at all times. The User is responsible for displaying the statutory required No Smoking signage.

19) USER RESTRICTIONS AND RIGHTS

- a) The User must not do anything which might vitiate the company's policy of insurance.
- b) The User's rights under this Agreement shall terminate upon the following happening:
  - i) The death of the User;
  - ii) If the User shall purport to assign the benefit of this Agreement or assign or sell or otherwise part with possession of the vehicle or attempt to do so;

- iii) Any material breach by the User of his obligations hereunder.
- c) Upon the termination of this Agreement or of the User's rights hereunder for whatsoever reason, the User or his personal representative shall:
  - i) Return the vehicle to the Company at such address as the Company may specify without any allowance being made by the Company for any item of equipment, accessory or finish attached to the vehicle;
  - ii) Pay to the Company any monies due in accordance with the provisions of this Agreement.
- d) If any breach of the terms or conditions of this Agreement on the part of the User shall result in the termination of any finance / contract hire agreement in respect of the vehicle being leased to the Company he shall indemnify the Company against all loss occasioned thereby.
- e) No time granted for forbearance or indulgence allowed to the User by the Company in relation to the terms of this Agreement shall prejudice or affect its rights and remedies hereunder.
- f) Any notice required to be given for the User under the terms of this Agreement shall be deemed to have been properly served, if sent by prepaid post, to the last known address of the User and the date of service shall be deemed to be the second day after the date of posting.

20) PAYMENTS

By signing this agreement the User is unequivocally consenting for the Company to deduct any monies and / or payments arising under the terms of this Agreement from the User's earnings.

Signed on behalf of The Company  
 ..... DIRECTOR

Date of Signature  
 .....

Signature of the User  
 .....

Date of Signature  
 .....

*(This Agreement will be reviewed in April 2021)*

1. Full Name of the User:

Address:

2. Vehicle to which Agreement relates:

Make of Vehicle: Ford Transit Custom 290 LWB Trend 2.2 TDCI

Registration No: HN13 YTY

Engine Capacity: 2.2

Effective From:

Signed: .....

Date: .....

VEHICLE DEFECT RECORD FORM

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Driver: .....

Vehicle Registration: .....

Fleet No: .....

Date	Defect/Details of Accident	Action Taken

Driver's Signature: .....

Date: .....

This form to be completed and forwarded to the Finance Director



## MOTOR ACCIDENT REPORT FORM

Please complete all sides of this form in black capitals as soon as you can, carefully answering all questions fully and accurately, thereby helping to avoid unnecessary delay in settling your claim. Once completed, you should return this form to the Finance Director and the Fleet Manager at Head Office.

Company Unique Identification Code: 003			
Drivers Name:			
<b>Office Address:</b>			
Insured:			
Policy number: BV/23526391 (Allianz)		Renewal date: 1 <sup>st</sup> May each year	
Name: Pabulum Ltd		Occupation: Contract Catering	
Address: Linea House, Harvest Crescent, Fleet, Hampshire			
Postcode: GU51 2UZ			
Telephone No. 01252 819991	Fax No. 01252 819992	Are you registered for VAT: Yes	
<b>Accident:</b>			
Date:		Time:	
Place of Accident:			
Was the accident reported to the Police?		YES / NO	
If YES please give station and PC's name and number below:			
<b>Vehicle:</b>			
Make, model and cc:		Date vehicle first registered:	
Registration Number:	Value £:	Mileage Recorded:	Was vehicle purchased new by insured? YES / NO
Are you the legal owner of the vehicle? YES/NO		If NO, who is?	
Was Driver acting within scope of his authority and with your knowledge and consent? YES/NO			

**Use of Vehicle:**

Please state the purpose for which the vehicle was being used at the time of the accident (tick)

Pleasure	Business of Insured	Other Business	Commercial Travelling	Motor Trade	Hire or Reward
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Name(s) and address(es) of passenger(s) carried

**Driver - please complete all cases (if vehicle was parked, show details of person last in charge):**

Full name of driver (including title)	Date of Birth:
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Date passed UK driving test:	Was driver employed by Pabulum? YES / NO	Is current UK driving license held? YES / NO
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Address:	Postcode:
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Daytime telephone number:	Occupation:	Is driver main user of vehicle? YES / NO
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Any past convictions (including fixed penalty offences) or charges pending? YES / NO  
If YES, give details below:

Does the driver have any physical defect or infirmity (including sight, hearing, diabetes, fits or any heart complaint)? YES / NO If YES, give details below

Number of accidents within last 3 years:

Please give details:

**Persons injured - please complete for every person minor the injury:**

Nature	Address	Injuries	Age	Occupation	Seat belt worn

Is any injured person in your employment? YES / NO if YES, who?

**Third parties - vehicle involved or other property damaged:**

Make and registration number of vehicle or description of property	
Details of damage to above vehicle(s) or property	
Any passengers carried	
Name and address of owner	
Name and address of driver	
Name and address of insurance company and their policy number	

**Witnesses - excluding passengers named above:**

Name:	Address:

**Driver's Statement:**


**Own Property / Damaged Vehicle:**


**Description of accident:**

State of weather:	Road:	
Speed of -	Insured vehicle:	Other vehicle(s):
Before accident:		
At moment of impact:		

What lights were used? If headlights, state whether dipped:

**Sketch:**

Show position of vehicles, persons or obstacles. Mark names and widths of roads, brake marks, road signs anything having a bearing upon the accident. If you wish, you may use the reverse of this form:

Do you accept blame for the accident? YES / NO

Would you be prepared to attend court if required? YES / NO

**Declaration:**

Please Note: Insurers maintain a Motor Insurance Anti-Fraud and Theft Register and exchange information with each other to prevent fraudulent claims

We declare that, to the best of our knowledge, these statements are true

Driver's signature:

Date:

MANAGEMENT OF HEALTH AND SAFETY AT WORK REGULATIONS

OCCUPATIONAL ROAD RISK (DRIVING AT WORK) ASSESSMENT

ACTIVITY

Driving a vehicle in order to undertake work, carry materials and/or equipment, travel from site to site, attend meetings, etc. The assessment covers people whose main job is driving and those who drive occasionally or for short distances. Health & Safety law does not apply to commuting to your normal place of work.

HAZARD

Due to the nature of the work, many employees drive on a regular basis as part of their job, sometimes on busy traffic routes. The main hazards to consider include the driver themselves (their driving experience and competence, fitness and health); the vehicle (its suitability, condition and safety equipment fitted) and the journeys taken (are the routes planned, scheduled and time sufficient, distances not excessive and weather conditions considered).

RISK

With many journeys to be made for carrying passengers / materials, undertaking site visits, attending meetings, etc there is a risk of accidents to staff and other road users, not just through normal driving activity but also due to lack of concentration through tiredness, fatigue, rushing to get there on time, etc.

CONTROL MEASURES

All employees required to drive for work are reminded of the key control measures that must be adopted for their own safety:

GENERAL

- i) Always do basic weekly checks on the vehicle - including checks on tyres, lights, oil and diesel/petrol levels, windscreen washer and repaint/repair any obvious signs of damage.  
*Remember, as the driver of the vehicle, you are responsible for its safe condition - any defects could result in you being prosecuted, even though the vehicle is owned by your employer!*
- ii) Are you familiar with the vehicle - make sure that you adjust the seat, mirror, etc to obtain a comfortable driving position, especially if the vehicle is not the normal one that you drive. Do you know how to operate the controls and what all the warning lights mean? Do you know how to activate the hazard warning lights in the event of an emergency? Do you know what actions to take to ensure your own safety following the breakdown of your vehicle? Do you know how to use anti-lock braking (ABS) properly?
- iii) Make sure you do not drive if you have been drinking or have taken drugs - even one alcoholic drink can slow down reactions and make you drowsy.
- iv) Be especially careful if you have been prescribed medication - check to ensure that it won't make you drowsy. Long distance driving should not be undertaken while taking medication that might impair your judgement.

- v) Always wear any seat belt provided, even for a short journey, and make sure that your passengers use them too.
- vi) Always be courteous to other road users - never get involved in disputes with other drivers on even trivial issues, since it will often escalate into a major dispute. Never sound your horn at other drivers to express your anger. When driving a company vehicle, remember that you are representing the company and set a good example.
- vii) Be particularly careful when reversing lorries and vans where rear vision is restricted - get assistance where possible, but make sure you can always see the person guiding you.

#### USE OF MOBILE PHONES

- i) The use of mobile phones whilst driving, other than those linked to an approved hands free installation facility (see iii below), is prohibited by the Company.
- ii) The following procedures must be followed:
  - a. Always have your mobile phone switched off when your vehicle engine is switched on.
  - b. Utilise the voicemail/messaging service on your phone to record incoming calls during the periods your phone is switched off.
  - c. Should you wish to check for and/or listen to your messages or make an outgoing call, park your car in a safe place and switch off the engine, before activating your phone.
- iii) The Company will allow hands free kits which comply with the law.
- iv) Any incidents of non-compliance with the above procedures, constitutes an act of gross misconduct under the Company's Disciplinary Procedures.

#### CARRYING MATERIALS, EQUIPMENT, ETC

- i) Ensure that all materials, equipment, etc are securely loaded (this includes vans, where loose materials inside the van could cause injury or loss of concentration on the part of the driver). Always ensure that your vehicle is not overloaded and the load safely distributed.
- ii) Make sure that all trailers are securely loaded such that they do not present a hazard to other road users. Check that any pieces of equipment are properly secured and that the trailer stop lights, indicators, etc are operative. The correct number plate must be displayed on the trailer. Speed limits are reduced when towing trailers (50mph on single carriageways and 60mph on dual carriageways and motorways).
- iii) Any First Aid boxes must be properly stocked and fire extinguishers fully operative. It is advisable to carry a warning triangle and high visibility jacket on long journeys.

## SHORT JOURNEYS

Is the journey really necessary - could the matter be dealt with over the phone, by conference call, or by the other person visiting the office? (Although it may seem more customer friendly to offer to visit, it is certainly more efficient for the customer to visit you.)

## LONGER JOURNEYS

- i) Is the journey really necessary - could the matter be dealt with over the phone?
- ii) Could the journey be made by train? - although more expensive, a train journey allows the person to continue working whilst travelling.
- iii) If you have to use the car, plan the journey using the 'safest' route to avoid areas where delays are known to occur.
- iv) Remember to take breaks - up to 30% of accidents on high speed roads probably occur simply because a driver falls asleep at the wheel. For long journeys, a break of at least 15 minutes every 2 hours is recommended. To make the break worthwhile, make sure you get out of the car and stretch your legs, have a coffee, etc. Even if 2 hours have not elapsed, stop and rest if you feel tired. Opening the windows, turning on the radio or getting out of the car will have little effect - at the first sign of sleepiness pull off the road in a safe place (do not be tempted to 'keep going').
- v) If it is clear that you may be late for a meeting or course, ring ahead and advise someone rather than try and rush to get there.
- vi) Adverse weather conditions e.g. snow can disrupt travel plans. Consider rescheduling your visit/journey if disruption is likely to prevent you from completing your journey.





ACCIDENT PROCESS

