

Policy and Procedure Guide

Subject: Vehicle Use	Date Effective:
	Review Date:

Responsible to: General Manager**Applies to:** Managers and Senior Teachers

Purposes:

1. To ensure that employees have clear guidelines regarding usage of cars assigned to them.
2. To ensure that WRFKA vehicles are well maintained.

Definitions: •**References:** •

POLICY

1. The nature of some positions within the Association requires access to a reliable vehicle. The WRFKA currently invests in the purchase and/or lease of vehicles for this purpose
2. Cars are allocated to staff in accordance with their role and in some cases their employment agreement.

PROCEDURE

General Conditions of Use:

1. The vehicle is owned or leased by the Wellington Region Free Kindergarten Association (the Association) and under to control of the Management of the Association.
2. Should the decision be made not to retain cars, the affected staff will be given at least three months notice of that decision.
3. Should the employee's employment be terminated for any reason, the vehicle is to be returned to the Association in good order and condition, subject to fair wear and tear.
4. The employee will be responsible for keeping the registration, warrants of fitness and necessary maintenance and repairs up to date.
5. The costs of registration, insurance, warrants of fitness and necessary maintenance and repairs and general running costs will be borne by the Association.
6. The employee is responsible for keeping the car clean and tidy, inside and out, at all times.
7. When the employee is working in the office, they will make the vehicle available to other office staff. On such occasions use of the vehicle will be negotiated between the parties.

8. Only the employee or authorised persons may drive the vehicle. For the purposes of this policy, an authorised person includes the employee's spouse, or staff authorised by the employee.
9. If the employee permits an unauthorised person to drive the vehicle, or could reasonably be expected to have prevented such a person from driving the vehicle, the employee will be responsible for any loss, damage or injury caused while the vehicle is driven by or is under the control of that unauthorised person.
10. The employee will at all times take reasonable care of the vehicle, and shall use the vehicle properly and responsibly.
11. The Association will not be responsible for the payment of parking charges and traffic fines incurred in using the vehicle. The employee has responsibility to ensure that these fines are paid and if necessary by the person who incurred the penalty.
12. Should the vehicle be off the road for any period of time, reasonable effort shall be made to provide the employee with alternative means of transport. If the employee uses a private vehicle, the Association in accordance with relevant Association reimbursement provisions shall make reimbursement for such use after prior approval by the General Manager. If the Association vehicle is off the road as a result of neglect on the part of the employee, the employee shall be responsible for all costs incurred in providing alternative transport.

Loss or Damage to or Caused by the Vehicle:

1. Subject to any change in arrangements for insurance of the vehicle made by the Association, should the vehicle be damaged while being used on any other than Association business, the employee will be required to meet any insurance excess payable.
2. The Association will not cover any loss, damage, liability and/or compensation for damage and/or injury caused whilst the vehicle is being driven or is in the charge of any person under the influence of intoxicating liquor and/or drugs.

Accordingly, where loss, damage or injury is caused while the vehicle was being driven or was in the charge of any person under the influence of intoxicating liquor and/or drugs, or in any other situation where loss, damage or injury occurs by reason of the driver's neglect of, or failure to comply with the terms of this vehicle policy, the total responsibility for that loss, damage, liability and/or compensation for damage and/or injury will rest with the driver personally. Where there is no recourse under the terms and conditions of any Association insurance policy, there will likewise be no recourse against the Association by any driver of the vehicle, whether or not that person is an employee of the Association.

3. The Association will not be responsible for the loss of personal property from the vehicle.

Vehicle Replacement:

1. The Association will replace the vehicle from time to time as determined by the Association Management.

Private Use:

1. The employee will provide overnight parking for the car at their home and use the vehicle to travel to and from their work.
2. Private use of Association vehicles is not permitted, unless it is provided as part of the employees individual employment agreement.

Matters Arising:

1. The General Manager shall determine any matters arising from this policy that are not able to be resolved through discussion.