

Lease Cars Policy

2016

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If this document has been printed or saved to another location, you must check that the version number on your copy matches that of the document online.

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Date Issued:	10.01.17
Date to be reviewed:	10.01.18

LEASE CARS POLICY V1.0

Policy Title:	Lease Cars Policy	
Supersedes: (Please List)	Any Previous versions of Lease Cars policy & Lease Cars VSM	
Description of Amendment(s):	Update of policy from PCT, HMRC update on salary sacrifice	
This policy will impact on:	All Employees	
Financial Implications:	No Change	
Policy Area:	Finance	
Version No:	1.0	
Issued By:	Danny Storr, Deputy CFO	
Author:	Victoria Rimmington, Finance Manager	
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	IAGC 10 th January 2017	

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1. Policy Statement

This policy sets out the eligibility criteria, terms and conditions of the lease car scheme and the duties of the CCG and the employee.

The CCG may make a business lease car available to staff who require a vehicle to fulfil their duties. However employees have no automatic right to a lease car and the decision to allow a member of staff to participate in the scheme lies solely with the CCG.

Where the CCG does not make a lease car available to a member of staff, there is an option of a lease car with no CCG contribution either through a salary deducted scheme or salary sacrifice scheme.

The salary sacrifice scheme is changing from April 2017. All employees currently in a salary sacrifice scheme is protected for up to four years till their current lease car contract ends.

New cars from April 2017 will no longer be in a salary sacrifice scheme, therefore savings will no longer be made on Tax and national insurance, unless the car is an ultra-low emission car.

An ultra-low emission car is defined as a car producing less than 75g of CO₂ per km.

2. Principles

Finance, Lease car departments and HR teams will provide support on this policy

3. Impact Analysis

Equality

The CCG is committed to:

- Eliminating discrimination and promoting equality and diversity in its policies, procedures and guidelines, and
- Designing and implementing services, policies and measures that meet the diverse needs of its population and workforce, ensuring that no individual or group is disadvantaged.

To ensure the above this policy has been Equality Impact Assessed (see Appendix A)

Bribery Act 2010

The CCG follows good NHS business practice as outlined in the Business Conduct Policy and has robust controls in place to prevent bribery.

Under the Bribery Act 2010, it is a criminal offence to:

- Bribe another person by offering, promising or giving a financial or other advantage to induce them to perform improperly a relevant function or activity, or as a reward for already having done so; and
- Be bribed by another person by requesting, agreeing to receive or accepting a financial or other advantage with the intention that a relevant function or activity would then be performed improperly, or as a reward for having already done so.

Due consideration has been given to the Bribery Act 2010 in the development of this policy document and consistent application of this policy will mitigate bribery in relation to this policy.

4. Monitoring and Review

This policy will be reviewed annually, more frequently if necessary

5. Responsibilities

Hull CCG

The CCG will contribute to the cost of the vehicle where it has been agreed as per section 10.1

The lease car company will invoice Hull CCG the annual lease car cost, in which the CCG will pay on behalf of the employee. Employee contributions plus any agreed CCG contributions will offset this.

The CCG will liaise with HR, lease car departments and payroll to ensure employee contributions are set up to be deducted from salary.

Employees

The employee is responsible for:

- Ensuring contributions are made via payroll as agreed.
- Keeping the car in a clean condition, both externally and internally, at the employee's cost
- Arrange servicing of the vehicle in accordance with manufacturers recommendations.
- Carrying out regular checks to ensure oil, coolant, battery, brake and clutch fluids, tyre pressures and conditions of tyres etc., are all in accordance with the manufacturer's recommendations.
- Reporting any defect or malfunction in the vehicle promptly to the service agent

Car Leasing Provider

The Car Leasing provider has a responsibility for providing timely advice in relation to application and the management of the scheme

The provider will ensure all paperwork is communicated effectively to CCG, HR/payroll department and the employee.

6. NHS Constitution

The CCG is committed to:

- The achievement of the principles, values, rights, pledges and responsibilities detailed in the NHS Constitution, and
- Ensuring they are taken account of in the production of its Policies Procedures and Guidelines.

This policy supports the NHS Constitution by committing to use NHS resources responsibly and fairly and providing best value for taxpayer's money.

7. References

HMRC www.gov.uk

NHS Fleet Solutions www.nhsfleetsolutions.co.uk

Peter Osborne, Business Lease Car Department peter.osborne4@nhs.net

8. Eligibility

Very Senior Manager (VSM)

To be eligible for a lease car, VSMs must meet the Regular User Criteria, i.e.

- Travel an average of more than 4,500 business miles per year, or
- Travel an average of at least 1,250 business miles per year and
- necessarily use their car an average of 3 days per week for business

A VSMs business mileage may be monitored by the CCG on an annual basis to ensure that eligibility to continue to secure a lease car continues

VSMs have no automatic right to a lease car and the final decision will lie with the CCG.

Other Managers

Some other managers may be eligible for a lease car; however they must meet the criteria of VSM eligibility and be approved by the CCG chief officer.

Salary Deducted/Salary Sacrifice

Where an employee does not meet the criteria of VSM, and CCG contribution has not been approved by Chief Officer, the employee may take a business lease car with no CCG contribution on a net salary deduction or through a salary sacrifice scheme.

No contribution is made from the CCG in these schemes.

Following changes from HMRC, from April 2017 the salary sacrifice scheme will only exist for ultra-low emission cars.

Those already in the scheme prior to April 2017 will be protected until their current lease ends, up to a maximum of four years.

9. Total Cost

The total cost of the vehicle will consist of the following charges:

- Lease rental
- Membership of a recovery service
- Insurance premiums
- National Insurance cost
- Relief vehicle – for mechanical failure only
- Road fund licence
- Maintenance costs including
- Servicing & Breakdown
- Scheme administration

10. Business Lease Car Scheme (VSM and other agreed managers)

10.1 CCG Contribution

An annual contribution towards the cost of the vehicle will be made by the CCG based on the business mileage undertaken by the employee.

The current level of contribution is:

Under 3,000 miles	£1,200
3,000 – 5,999 miles	£1,500
6,000 miles and above	£1,800

These rates are subject to regular review.

Employees' business mileage may be monitored by the CCG on an annual basis to ensure that the correct level of contribution is being paid.

10.2 Employee Contribution

The employee will be charged the difference between the total cost and the CCGs contribution.

This will be deducted monthly from payroll over the term of the lease car contract. In addition the employee will be responsible for any other expense associated with the vehicle.

For example:

- All insurance excesses, including excesses incurred by an authorised driver e.g. family members
- Any damages that are not covered by the insurance policy
- Any damages discovered following inspection at the end of contract
- Excess mileage charges
- Optional extra/fitted accessories
- Mechanical damage caused by the employee's negligence
- Penalty fines (speeding fines, parking tickets etc.)
- Administration fees issued by leasing company for processing of penalty fines
- Petrol/Diesel
- Oil and other fluids required for topping up between service intervals

The employee contribution can be adjusted during the period of the lease to meet increases/decreases in the following:

- VAT
- Insurance premiums
- Road fund licence
- Business mileage
- Private mileage
- Scheme administration fee – may be increased annually in line with inflation or by other legislative provisions

The combination of business and private mileage determines the lease rental and the CCG contribution. If, therefore, either business or private mileage varies from the estimate given when the agreement is initiated, an adjustment will be made to the level of contribution from the CCG and/or the employee.

10.3 Lease Rental

The leasing company calculates the lease rental based on the employee's total annual mileage. It is, therefore, important that the estimated business miles and private mileage is as accurate as possible when completing the application form.

Employees who exceed their total mileage should inform the car leasing department so that the lease rental can be adjusted. Failure to do so will result in the employee receiving an excess mileage charge at the end of the contract period.

The lease rental includes servicing in accordance with the manufacturer's schedule, routine maintenance and membership of a breakdown/recovery service and the annual road fund licence.

10.4 Contract Period

The contract period shall run for three years, although shorter or longer periods can be negotiated in exceptional circumstances. At the end of the contract period, the employee can:

- Return the vehicle and lease a new one (subject to their manager's approval)
- Purchase the vehicle
- Return the vehicle and make their own transport arrangements

10.5 Private Use of Vehicle

The vehicle may be used for social and domestic purposes by the employee and the employee's family.

The employee must ensure that the lease car administration department have been informed of the name of anyone who is to be added as an authorised driver, and provide a copy of the additional driver's driving licence as well as completing an "additional driver's" application form.

The information provided on this form will determine whether they will be given permission to drive the vehicle.

10.6 Choice of Vehicle

The employee can choose any make of vehicle providing their manager agrees that the vehicle is suitable for business use.

Although employees will normally be provided with a new vehicle, the CCG reserves the right to offer a car that is not new if it has been released following the termination of use by another employee.

In such cases the period of use will be based on the unexpired portion of the lease period.

10.7 Insurance

Insurance will be arranged by the lease car department for the employee to use the vehicle for social, domestic, commuting to a single place of work, and business use.

The policy also covers the employee's spouse/partner to use the vehicle for social and domestic purposes.

Employees can include other members of their immediate family but if any member is under the age of 25, then an additional contribution towards the cost of the insurance may be required.

To ensure that drivers with a poor driving record are not allowed to use the vehicle the CCG will require members of the employee's family to submit their licence for examination by the lease car department and complete an "additional driver authorisation" form. The CCG reserves the right to deny access to the vehicle or impose conditions to anyone who they feel is a risk.

Staff must inform the Car Leasing department of any convictions or endorsements imposed upon themselves or any member of their family who will be driving the vehicle.

The insurance policy carries the following accidental damage excess:

£100 for each accidental damage claim, but:
£450 for drivers aged 17 to 20

£350 for drivers aged 21 to 24

£350 for drivers aged 25+ who have held the licence for less than 12 months

Excesses can vary (increase) depending on Penalty Points on licence, contact Car Leasing for further information.

Employees will pay the insurance excesses for all accidents involving their vehicle where they are not the driver.

Where the vehicle has been loaned to another employee of the Trust for business purposes the Trust will pay the excess.

It is the employee's responsibility to ensure that only authorised drivers are allowed to drive the vehicle and that the vehicle is not used for competition or motor sport activities.

11. Business Lease Car Scheme (No CCG Contribution)

This scheme works exactly the same as the VSM scheme (section 10) however there is no CCG contribution to the total cost.

The employee pays for the total cost of the car deducted from the net salary over the term of the contract.

This scheme has no effect on tax, NI or pension contributions.

12. Salary Sacrifice Scheme

12.1 CCG Contribution

No contribution will be made from the CCG for this scheme.

12.2 Employee Contribution

The employee will be charged the total cost of the car. This is outlined in section 8.

The cost will be deducted from the monthly salary over the term of the contract.

The cost will be deducted from the gross salary, saving tax, national insurance and pension contributions. The net cost of the lease car may increase/decrease depending on the current taxation and pension rules, which are not controllable by the CCG or the lease car provider.

The employee is responsible for all other expenses including:

- All insurance excesses, including excesses incurred by an authorised driver e.g. family members
- Any damages that are not covered by the insurance policy
- Any damages discovered following inspection at the end of contract
- Excess mileage charges
- Optional extra/fitted accessories

- Mechanical damage caused by the employee's negligence
- Penalty fines (speeding fines, parking tickets etc.)
- Administration fees issued by leasing company for processing of penalty fines
- Petrol/Diesel
- Oil and other fluids required for topping up between service intervals

This scheme will end at end March 2017 for new participants, unless an ultra low emission car is leased.

Existing employees can continue their existing lease until the lease contract ends up to a maximum of four years.

12.3 Lease Rental

The annual lease rental is calculated by the Lease car company in the quotation.

12.4 Contract Period

The contract length is usually for three years, although shorter or longer periods can be negotiated in exceptional circumstances.

At the end of the contract period, the employee can:

- Return the vehicle and lease a new one
- Purchase the vehicle
- Return the vehicle and make their own transport arrangements

12.5 Private Use of Vehicle

The vehicle can be used for social, domestic and pleasure purposes including to/from a permanent place of work, and business use for Hull CCG only.

It cannot be used for business for any other organisation.

12.6 Choice of Vehicle

Employees can choose any car they wish as long as it is affordable by them and no contribution is made from Hull CCG.

12.7 Insurance

Fully comprehensive insurance cover is included within the monthly charge. The standard insurance policy covers the employee plus four additional authorised drivers.

Driving licence checks will be made on all drivers before being added to the insurance policy.

The amount of excess liable in the event of an incident depends on the age, convictions and previous faults of accidents. Full details are provided on the lease car provider website.

13. Process

Staff wishing to participate in either scheme should first discuss the issue with their line manager to establish if their manager will support their application.

Contact should be made with the relevant lease car department who will provide an enquiry form for completion and approval.

The business lease car department is currently provided by Humber NHS Foundation Trust.

The salary sacrifice lease car scheme is currently provided by NHS Fleet Solutions.

They will provide information on the cars available and the application forms to complete.

The Lease car provider will prepare quotations from an approved applicant usually within 5 working days.

The quotation will provide all details on the total cost of the lease car and any cost implications on personal income tax liability and pension contributions based on the current rules from HMRC and NHS Pensions.

On return of a signed acceptance of the relevant paperwork (including authorisation from manager for Business lease cars), the vehicle will then be ordered from the nominated dealer.

The Car Leasing department will inform staff of any changes or delays regarding the order i.e. if there is an increase in monthly payments due to an increase in the annual rental or a manufacturer's price increase.

If the vehicle is not available as specified, staff will be informed of the options available. In any of the above cases staff may cancel the order and choose another vehicle. However, if there are no alterations to the original quote then the order cannot be cancelled and a termination fee may be payable.

On delivery of the vehicle staff should carry out a careful inspection to ensure it is the correct specification and in "as new" condition. Signing of the leasing agreement confirms that the employee is satisfied with the vehicle specification and condition.

The employee will be given the manufacturer's hand books and also the leasing company hand books which will give details relating to the vehicle including the Terms and Conditions.

New staff will also be issued with an insurance certificate and accident management details.

Any other relevant information will be given at the time of delivery.

Staff who currently have a lease car and whose new car cannot be supplied before their current lease expires, will either have their lease extended or be provided with a loan car.

14. Accessories

Staff wishing to fit accessories after delivery of the vehicle (for example, a tow bar) must advise the Car Leasing department.

15. Service and Maintenance

It is the employee's responsibility to ensure that the vehicle is serviced in line with manufacturers' recommended intervals and any mechanical problems are rectified as soon as they happen. This also applies to broken windscreens. Failure to do so will result in costs being incurred by the employee.

Servicing and repairs must be carried out by a dealer approved by the leasing company and the Car Leasing department.

Staff must book their vehicle in to the servicing department under the name of the leasing company. If a courtesy car is required the service should be booked about two weeks before the service is due as courtesy cars are always in demand. The service card or documents need to be presented when the vehicle is left with the dealer. You will also need to present your insurance certificate before taking the courtesy car.

Normal wear of tyres, batteries and exhaust are covered by the lease, if they need replacing take the vehicle to the outlet approved by the Leasing Company.

Punctures are not covered by the lease and the leasing company will recharge these costs back to the CCG, which in turn will be recharged to the employee.

16. MOT

An MOT certificate is only required when the vehicle is three years old. Ask the servicing dealer to send the certificate to the leasing company.

Staff will need to arrange an MOT before the vehicle is returned at the end of the lease or if the lease is extended beyond the three year period.

If the vehicle cannot be taxed because the MOT has not been done the employee will be fined.

17. Car Tax

The lease car company will renew the tax annually as required. Tax discs are no longer provided

18. Mechanical breakdown

In the event of a mechanical breakdown of the vehicle, staff should call out their recover service. They will attempt to repair the vehicle at the roadside.

If this is not possible, they will take the vehicle to an approved repairer. If a relief vehicle is needed and the recovery service or garage cannot provide one the Car Leasing department will arrange a vehicle for you.

19. Accidents

Information will be provided from your lease car provider of who to contact in the event of an accident when the car is delivered.

When involved in an accident employees should take note of following:

- The name and address of the other driver(s) and vehicle owner(s) if different
- The name and address of each witness
- The injury to yourself or other people involved
- The damage to the vehicles involved or to property
- The name and address of the other driver's insurance company and policy number
- The registration numbers of the other vehicles

If possible it is useful to note:

- The speed of the vehicles involved
- The width of the road, road markings and signs, state of the road surface and weather conditions
- Whether the other drivers and passengers were wearing seat belts
- If the accident happened at night or in poor visibility

20. Vehicle Theft/Break in

In the event of the vehicle being stolen, employees must refer to the information provided by the lease car provider as well as the police who will issue you with a crime number.

If the vehicle has been broken into or recovered and is in an illegal or unsafe condition, will ensure that you have a temporary vehicle until all repairs have been completed.

If the vehicle is safe to drive, but has a smashed window, employees should use their approved Windscreen company which was provided with their insurance certificate/ Lease car provider.

In the event of CCG property being stolen staff should inform their manager, as CCG items may not be covered by the insurance policy.

21. Traffic Offences

Parking fines, local fines and penalties for driving offences are the employee's responsibility.

Any that occur will be passed on to the employee for immediate payment. If the leasing company/CCG has to pay the fine they will recharge the driver.

22. Foreign Travel

Employees should contact the leasing car provider before any foreign travel.

23. HMRC

HMRC are informed when an employee joins the lease scheme. Staff must also inform HMRC that they have a lease car. Contact the Car Leasing department if further advice is needed.

The CCG makes an annual return to the Inland Revenue of all employees who have a lease car.

24. Driving Licence

The CCG has a duty to check employee's driving licence at least once a year to ensure the licence is still valid.

On completion of the Application Form staff must attach a copy of their driving licence and a copy of the licence of any other regular driver.

Staff will also be asked to sign a declaration confirming any endorsements that have been added since your licence was last checked.

Failure to enclose a copy of the driving licence with the Enquiry Form will result in the quote not being processed. Failure to send a copy of the licence annually or complete an annual declaration will be a breach of CCG policy and may lead to the right to participate in the scheme being withdrawn.

Employees must ensure that any convictions or licence endorsements (including fixed penalty endorsements) received at any time are notified immediately to the car leasing department...

Employees must not drive the lease vehicle under any circumstances if licence is suspended. Line manager and the car leasing department must be informed immediately if a suspension has been issued

25. Maternity leave

Staff who take maternity leave can continue to use their lease car and continue to pay for it via their monthly salary deductions. The terms of the contract will remain the same.

Staff who have a period of unpaid maternity leave but still wish to use the car can either have their contribution adjusted when they return to work, or can be invoiced on a monthly basis. Staff will still be liable for company car taxation as the vehicle will be available for private use.

Employees, who decide to return the vehicle at the commencement or during maternity leave, can do so without any financial penalty. Written confirmation will be required from the line Manager to indicate that they are aware that the car is being returned. Staff wishing to return to the leasing scheme on their return to work will be required to complete an enquiry form and gain the approval of their Manager.

26. Relief Vehicle

The scheme entitles staff to a relief vehicle if their lease car is in need of mechanical repair. Usually the repairer will provide a courtesy car, or a vehicle will be provided by the Car Leasing Department.

The vehicle provided may not be of similar size, value or specification to your current lease. In all cases the vehicle provided will be suitable for your business use. Costs relating to a relief car that is provided due to “at fault” accidental damage or neglect will be the employees’ responsibility.

27. Termination of contract

The employee’s participation in the lease car scheme will terminate immediately upon:

- Termination of his/her employment by the CCG
- The employee’s retirement
- The employee being disqualified from driving

The CCG may, at its discretion, remove an employee from the scheme if:

- The employee breaches any of the scheme’s conditions
- The employee is absent from normal duties for an unreasonable period
- The employee’s duties are changed and it is no longer necessary to undertake business travel

If an employee moves to another Health Services organisation, then the lease vehicle may be transferred to the new organisation providing agreement is obtained from the Trust, the new employer and the Leasing Company.

Voluntary early termination will involve a charge to the driver, which will be confirmed by the leasing car company.

28. Return of vehicle

At the end of the contract, the vehicle should be returned to the Car Leasing department for inspection and collection

Delivery of a new car will be arranged to coincide with the return of the current vehicle. The Car Leasing department will carry out an inspection of the returned vehicle and staff will be asked to sign an appraisal form to confirm the condition and mileage of the vehicle.

This form will be used to assess any recharges. If the vehicle is not in the condition described in the leasing company’s fair wear and tear booklet, the employee will be charged for the damage. The vehicle must also be clean inside and out. Digital pictures may also be used to confirm any damage to the vehicle.

29. Safety information

The CCG encourages all employees to drive safely in all vehicles including lease cars. The following provides some safety advice.

Mobile Phones – do not use hand held devices whilst driving. You may be fined or prosecuted if caught. More information can be found at <https://www.gov.uk/using-mobile-phones-when-driving-the-law>

Drink/Drug Driving – it is illegal to drive under the influence of alcohol and/or drugs. You may be prosecuted if caught. Do not drive if over the legal limit. More information can be found at <https://www.gov.uk/drink-driving-penalties> & <https://www.gov.uk/drug-driving-law>

Eye Tests – Employees should ensure they have regular eye tests recommended every two years. Any problems affecting vision should be reported to DVLA. More information can be found at <https://www.gov.uk/driving-eyesight-rules>

Weather Conditions – Adverse weather conditions can affect your journey and can cause accidents. Plan carefully when travelling in adverse weather. More information can be found at <https://www.gov.uk/guidance/the-highway-code/driving-in-adverse-weather-conditions-226-to-237>

Tiredness – avoid travelling when tired. Take regular breaks on long journeys. More information can be found at <http://think.direct.gov.uk/fatigue.html>

30. Queries

Further information on the Business Lease Car Scheme (with or without any CCG contribution), contact Peter Osborne, 01482 389281 peter.osborne4@nhs.net

Further information on the salary sacrifice scheme visit <http://www.nhsfleetsolutions.co.uk>

APPENDIX A

Equality Impact Analysis:									
Policy / Project / Function:	Lease Cars Policy V1.0								
Date of Analysis:	01 December 2016								
This Equality Impact Analysis was completed by: (Name and Department)	Victoria Rimmington Finance Manager Resources								
What are the aims and intended effects of this policy, project or function?	This policy is intended to inform employees and managers of the lease car schemes available by the CCG.								
Please list any other policies that are related to or referred to as part of this analysis									
Who does the policy, project or function affect ? Please Tick ✓	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Employees</td> <td style="text-align: center; padding: 5px;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">Service Users</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">Members of the Public</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">Other (List Below)</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> </table>	Employees	<input checked="" type="checkbox"/>	Service Users	<input type="checkbox"/>	Members of the Public	<input type="checkbox"/>	Other (List Below)	<input type="checkbox"/>
Employees	<input checked="" type="checkbox"/>								
Service Users	<input type="checkbox"/>								
Members of the Public	<input type="checkbox"/>								
Other (List Below)	<input type="checkbox"/>								

Equality Impact Analysis:	
Local Profile/Demography of the Groups affected (population figures) Relevant data can be found in the attached Knowledge Management Toolkit(Employee data as at January 2016)	
General	Total number of employees in the CCG is 78
Age	73.07% of staff are aged 30-55 20.51% of staff are over 55 6.41% of staff employed are aged 30 or under
Race	94.87% of staff employed in the CCG declared themselves white 3.85% of staff are not stated/undefined 1.27% of staff declared themselves Asian
Sex	70.51% of staff employed are female 39.49% of staff employed are male
Gender reassignment	No Information available
Disability	57.69% of staff employed declared themselves as having no disability 38.46% of staff did not declare /undefined 3.85% of staff declared a disability
Sexual Orientation	56.41% of staff described themselves as heterosexual 43.59% did not wish to respond /undefined No staff described themselves as gay, lesbian or bisexual
Religion, faith and belief	47.44% were undefined or did not wish to declare – the largest group 35.90 of staff declared themselves Christian 11.54% declared themselves Atheist 5.13% of staff declared their faith as 'other' Zero staff declared as Islam, Buddhism, Hindu, Judaism or Sikhism
Marriage and civil partnership	64.10% of employees are married. 25.64% are single 7.69% are divorced/legally separated 2.56% are undefined 0% of employees are in a civil partnership
Pregnancy and maternity	No information yet as the CCG has not been established long enough to build meaningful data

Equality Impact Analysis:	
<p>Is any Equality Data available relating to the use or implementation of this policy, project or function ?</p> <p>Equality data is internal or external information that may indicate how the activity being analysed can affect different groups of people who share the nine <i>Protected Characteristics</i> – referred to hereafter as ‘<i>Equality Groups</i>’. Examples of <i>Equality Data</i> include: (this list is not definitive)</p> <p>1: Application success rates <i>Equality Groups</i></p> <p>2: Complaints by <i>Equality Groups</i></p> <p>3: Service usage and withdrawal of services by <i>Equality Groups</i></p> <p>4: Grievances or decisions upheld and dismissed by <i>Equality Groups</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Where you have answered yes, please incorporate this data when performing the <i>Equality Impact Assessment Test</i> (the next section of this document).</p>
<p>List any Consultation e.g. with employees, service users, Unions or members of the public that has taken place in the development or implementation of this policy, project or function</p>	
<p>Promoting Inclusivity How does the project, service or function contribute towards our aims of eliminating discrimination and promoting equality and diversity within our organisation</p>	<p>This policy applies to all employees of the CCG</p>

Equality Impact Assessment Test:

What impact will the implementation of this policy, project or function have on employees, service users or other people who share characteristics protected by *The Equality Act 2010* ?


Protected Characteristic:	No Impact:	Positive Impact:	Negative Impact:	Evidence of impact and if applicable, justification where a <i>Genuine Determining Reason</i> exists
Gender (Men and Women)	✓			This has been considered and has a neutral impact. The policy applies equally to all staff regardless of gender.
Race (All Racial Groups)	✓			Potential Language barrier. Policies can be translated as necessary by using the “policies in different format” form available on the intranet
Disability (Mental and Physical)	✓			Potential Visual Impairment barrier. Policy and forms can be changed into suitable format using “policies in different format” form available on the intranet.
Religion or Belief	✓			This has been considered and has a neutral impact. The policy applies equally to all staff regardless of religion or belief.
Sexual Orientation (Heterosexual, Homosexual and Bisexual)	✓			This has been considered and has a neutral impact. The policy applies equally to all staff regardless of sexual orientation.
Pregnancy and Maternity	✓			Section 25 provides details to allow those on maternity leave to continue to use their lease car therefore does not adversely affect those on maternity leave
Transgender	✓			This has been considered and has a neutral impact. The policy applies equally to all staff.
Marital Status	✓			This has been considered and has a neutral impact. The policy applies equally to all staff regardless of marital status.
Age	✓			This has been considered and has a neutral impact. The policy applies equally to all staff.

Action Planning:

As a result of performing this analysis, what actions are proposed to remove or reduce any risks of adverse outcomes identified on employees, service users or other people who share characteristics protected by *The Equality Act 2010* ?

Identified Risk:	Recommended Actions:	Responsible Lead:	Completion Date:	Review Date:
Potential language barrier where employees first language is not English.	The CCG's Communication Team has developed the 'portal' to signpost individuals to alternative formats	CCG Communication s Team	End 2014	End 2016
Potential disability barrier where employee has visual impairment	The CCG's Communication Team has developed the 'portal' to signpost individuals to alternative formats	CCG Communication s Team	End 2014	End 2016

Equality Impact Findings:	
Analysis Rating:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Red Red Amber Green Amber
Red – Stop and remove the policy	Red: As a result of performing the analysis, it is evident that a risk of discrimination exists (direct, indirect, unintentional or otherwise) to one or more of the nine groups of people who share <i>Protected Characteristics</i> . It is recommended that the use of the policy be suspended until further work or analysis is performed.
Red Amber – Continue the policy	Red Amber: As a result of performing the analysis, it is evident that a risk of discrimination exists (direct, indirect, unintentional or otherwise) to one or more of the nine groups of people who share <i>Protected Characteristics</i> . However, a genuine determining reason may exist that could legitimise or justify the use of this policy and further professional advice should be taken.
Amber – Adjust the Policy	Amber: As a result of performing the analysis, it is evident that a risk of discrimination (as described above) exists and this risk may be removed or reduced by implementing the actions detailed within the <i>Action Planning</i> section of this document.
Green – No major change	Green: As a result of performing the analysis, the policy, project or function does not appear to have any adverse effects on people who share <i>Protected Characteristics</i> and no further actions are recommended at this stage.

Other Comments:	
Confirmed by (Manager): (Name and Title)	
Date:	22.12.16