

# Company Vehicle Policy

## Intent

This policy was developed to address the regulations and guidelines surrounding the use of Landscape Effects Group company issued vehicles and personal use.

## Definitions

**Company Vehicle:** refers to any vehicle owned by Landscape Effects Group provided for use to team members.

## General Guidelines

It is Landscape Effects Group policy to provide authorized team members who routinely require a vehicle for business purposes with a company issued vehicle. Use of a company issued vehicle is extended to team members as a courtesy of Landscape Effects Group and should not be considered a right.

Team members are authorized to utilize a company vehicle for business purposes only (to and from home included). All team members must understand and adhere to the following conditions:

- All company vehicles are the property of Landscape Effects Group.
- The use of company issued vehicles is not permitted for any personal use without prior written authority from Paul St. Pierre.
- The team member is the only authorized driver of the company vehicle. Landscape Effects Group insures each of their vehicles and drivers for business purposes only.
- Landscape Effects Group does not extend any liability or insurance to any driver or passenger (adults/children) other than the authorized team member outside of working hours without prior written authority from Paul St. Pierre.
- If your company issued vehicle is involved in an accident you must notify Landscape Effects Group immediately and follow all procedures that are established and required by Landscape Effects Group's insurance carrier.
- Team members will be responsible for any and all costs to repair as a result of any accidents occurring during non-business use regardless of who is at fault.
- Any authorized team member who allows the company vehicle to be driven by another individual does so at their own risk and with full knowledge that in the event of an accident involving a non-team member driver or passenger in the company vehicle, Landscape Effects Group shall not be held liable or responsible in any way.

Team members are not authorized to use company issued vehicles for personal use without prior written authority from Paul St. Pierre.

### **What is classified as personal use? See below:**

- Usage of vehicle outside of working hours for non-business purposes (travel purposes, personal errands, etc.)
- Installing an infant car seat/booster seat and/or transporting children in a company issued vehicle is strictly prohibited

The vehicle must be operated in a safe manner at all times and the vehicle must be kept clean and in working condition. Please see below for specific safety guidelines:

**Smoking:** Smoking is strictly prohibited in all Landscape Effects Group vehicles.

**Driver's License:** All individuals using Landscape Effects Group motorized vehicles are required to possess a valid driver's license in good standing, and the license held must be valid for the type of motor vehicle being used. Any operator who has his/her driver's license revoked or suspended shall notify Landscape Effects Group immediately. In this event, the operator shall immediately cease any usage of Landscape Effects Group vehicles.

**Driver Abstracts:** Driver abstracts will be acquired for review for all drivers of Landscape Effects Group's vehicles. This information will be used to confirm the operator's license, and any suspensions, convictions, and demerit points.

**Seatbelts:** All drivers and passengers of Landscape Effects Group vehicles are required to wear their seatbelts at all times, no exceptions.

**Cargo:** In order to prevent injury to the operator of the vehicle, as well as bystanders, all cargo inside or on Landscape Effects Group's vehicles must be secured and stored safely at all times. This will prevent unintentional movement, damage to the vehicle, and/or cargo. Landscape Effects Group vehicles should be kept clean, and free of refuse at all times. A clean vehicle reflects well on the company.

**Traffic Laws:** All vehicle operators are responsible for using the vehicle in a safe and responsible manner while conducting company business and are to abide by all traffic laws while using Landscape Effects Group vehicles.

Company cars may not under any circumstances be used for any of the following purposes:

- Racing or rally driving;
- Hire or reward;
- Driving training of any kind, including training of family members.

**Drugs and Alcohol:** No vehicle operator shall drive Landscape Effects Group's vehicle while under the influence of alcohol or marijuana. Illegal drugs are not to be used, and operators are not to be under the influence of prescription drugs that cause drowsiness and other forms of impairment that prohibit the safe usage of motorized vehicles.

**Handheld Devices:** Usage of all handheld devices (examples: cell phones, PDA's, MP3 Players, GPS) is strictly prohibited while driving. Cell phone usage, **including hands-free** is prohibited while operating Landscape Effects Group vehicles on customer/client property.

**Maintenance:** All Landscape Effects Group vehicles are subject to mandatory scheduled maintenance as per the manufacturer's guidelines and will be completed at intervals of 5,000km (gas), 10,000km (diesel), 20,000km (heavy) and shall include oil changes, safety checks, and any other forms of maintenance. In the event a vehicle requires maintenance and/or repairs, prior approval from the fleet manager shall be required. The service center used shall provide an estimate before performing any maintenance and/or repairs.

Team Members that are authorized for company car privileges must ensure that the car is maintained in a safe and roadworthy condition at all times, complying with all existing legal requirements. The team member will follow the maintenance schedule laid out in the Landscape Effects Group Vehicle Maintenance Policy and submit appropriate Vehicle Maintenance Forms as required. In general, the team member will be responsible for:

- Checking all lubricants on a regular basis;
- Checking tire pressure and treads regularly;
- Checking all lights regularly;
- Cleaning the car internally and externally on a regular basis;
- Submitting the car for service as recommended by the Landscape Effects Group Vehicle Maintenance Policy, by the manufacturer or specified in any warranty;
- Informing their manager in the event of an accident. The driver will be required to fill in an insurance claim form so must obtain all details of third parties and witnesses;

**Absence:** In the event that a team member has a Company car and is absent from work due to illness, Landscape Effects Group reserves the right to discuss with the team member arrangements for the car to be handed back e.g., if the illness prohibits driving. Each situation will be dealt with on a case-by-case basis.

### **Accident Reporting**

- Call for medical assistance if required.
- Regardless of the severity of the accident, it must be reported to the police.
- Accurately record the names and addresses of the driver and occupants of the other vehicle, and any witnesses.
- Provide the other party with your name, address, driver's license number and insurance information.
- Complete the vehicle accident report packet with the name and driver's license number of the other driver, their insurance carrier and policy number, make, model and year of the vehicle, date, location and time of accident, and any pertinent weather and road conditions.
- **Do not discuss the accident with anyone at the scene of the accident other than the police. Do not accept any responsibility for the accident. Do not argue with anyone.**
- As soon as is humanly possible, inform (Insert Title of Appropriate Authority) of the accident, and file a written report of your account of the accident, with a copy of the accident report.
- In the event of any accident involving a Landscape Effects Group vehicle, a formal review shall be conducted to assess employee involvement, and any preventive measures that may have been taken to avoid it.

You have been provided with the use of company vehicle #\_\_\_\_. You agree that upon return of this vehicle (end of employment, vehicle reassignment, etc.), it must be returned in the same condition it was given to you. Should the Company need to pay for repairs, cleaning, etc. that occurred while the vehicle was in your possession, you agree that the cost will be deducted from your pay.

## Acknowledgement and Agreement

I, (Team member Name), acknowledge that I have read and understand the Company Vehicle Policy of Landscape Effects Group. Further, I agree to adhere to this Policy and will ensure that team members working under my direction adhere to this policy. I understand that if I violate the rules/procedures outlined in this Policy, I may face disciplinary action, up to and including termination of employment.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_