



Responsible Officer	Adopted
Manager Corporate Services	
Local Government Act 1999 Reference	Reviewed
N/A	June 2022
	Next Review*
	June 2025

This policy provides guidelines for fair, equitable and transparent vehicle use, allocation and vehicle replacement to Council's passenger and light vehicle fleet assigned to employees and the Mayor.

The objectives of this policy are:

- to ensure all vehicles purchased are the most sustainable and efficient vehicle allowable under the budget, and
- to ensure all vehicles meet the needs of the position and the employee while
- providing the best value for money to Council, and
- reflect an understanding that in order to attract and retain staff, Council should offer vehicles of a particular standard.

1. Provision of Council Vehicle

- 1.1. Council requires each employee to understand and adhere to the manufacturer's safe operating requirements of the vehicle allocated to them, to drive with care and to maintain the allocated vehicle to ensure its safety, reliability and economy. Council requires owners to comply with their Agreement for use of Council Vehicle agreement.
- 1.2. Council employees are not to be over the legal blood limit or under the influence of illegal drugs whilst driving.
- 1.3. Smoking is not permitted in the vehicles. Employees who do not comply with this requirement will be subject to disciplinary action.
- 1.4. Animals are not allowed in the interior of Council vehicles. Those required to facilitate dog and cat management will be provided with a cage or appropriately fitted vehicle.
- 1.5. All Council staff who have a motor vehicle as part of their employment conditions will be required to enter into an individual vehicle agreement – refer Appendix 1 for example.
- 1.6. Owners allocated to a vehicle in accordance with their Agreement for use of Council Vehicle must keep vehicles clean and tidy, both internally and externally at their own expense.



1.7. Driver's Licence:

1.7.1. All employees of Council vehicles shall hold a current valid Driver's Licence applicable to the class of Council vehicle operated. In the event an employee is disqualified from holding a Driver's Licence, the employee must notify the CEO or relevant Director immediately.

1.8. At the discretion of the CEO, Council may enter into a novated lease agreement with an employee, provided that it is in the best interest for Council.

2. Use of Council Vehicle

2.1. Council vehicles should be available for use during working hours when at work premises unless stipulated otherwise within the employee's Agreement for use of Council Vehicle or as approved by the CEO or relevant Director, in special circumstances.

2.2. Any expiation or fine issued for breaching road rules is the sole responsibility of the employee driving the vehicle at the time. Council will not pay any expiation or fine and any costs incurred by Council in managing the expiation.

2.3. All business travel for Council vehicles is to be entered into the Log Book by any employee other than the allocated driver.

2.4. Staff will be made aware of the need to optimise fuel efficiency and emission performance by ensuring tyres are maintained at recommended pressures, , vehicles are not used to carry unnecessary loads, and that good driving habits are observed.

2.5. In the event of an accident occurring in a Council vehicle, employees are to lodge an incident report as soon as practicable.

2.6. The keys of all vehicles, when not in use, shall be left with the authorised persons with nominal responsibility for each allocated vehicle.

2.7. Booking of vehicles must be made with adequate notice to the authorised persons and in accordance with Council's business rules.

3. Vehicle use that Council will not approve

3.1. All vehicles supplied to staff to undertake their Council duties must be maintained as per the individual agreements and must not be used:

3.1.1. to contravene any road rule under the Australian Road Rules or Road Traffic Act

3.1.2. as an off-road vehicle for 4wd adventure tracks,

3.1.3. on property as a farm/block vehicle,

3.1.4. to tow horse floats, boats, cars or motor bikes to compete in race events

3.1.5. in a dangerous or offensive manner



3.1.6. to generate an income outside of Council business

4. Provision of Council Vehicle for Private or Commuter Use

- 4.1. In the ordinary course of employment, private and commuter use Council vehicles will only be offered as part of an employment package where:
 - 4.1.1. There is a demonstrated and documented benefit to Council of the equivalent annual value to Council which is approved by the CEO; or
 - 4.1.2. There is demonstrated and documented need to offer a private or commuter use vehicle as part of an employment package to attract suitably qualified employees which is approved by the CEO or relevant Director.
- 4.2. If the employee intends to take the vehicle interstate as part of the private use, authorisation must be gained from the Chief Executive Officer outlining the period of time the vehicle will be interstate. Fuel costs while interstate as part of the private use will be the responsibility of the employee.
- 4.3. At the discretion of the Manager Corporate Services, (but in consultation with relevant Director), Council may reallocate a vehicle to ensure the most cost-effective outcome for Council. In this situation, an employee will be directed to use another Council vehicle. Decisions in this regard are made in the interests of Council and fleet management and not determined by the individual circumstances of the Council Vehicle owner (unless otherwise stipulated in their Agreement of use of Council Vehicle).
- 4.4. Council vehicles within all tiers of table 1 must be available for pool use at the relevant Council site when the vehicle is at work, unless otherwise agreed within individual employment contracts and/or Agreement for use of Council Vehicle.

5. Acknowledgement for Private "Own" Vehicle use

- 5.1. It is acknowledged that employees may utilise their own vehicle for Council business where a Council vehicle is not practically available or other reasonable circumstances as agreed prior with the employee and their relevant manager

6. Procurement of Vehicles

- 6.1. Council vehicles will be purchased / traded in, in accordance with Council's Procurement Policy and Disposal of Land and Assets Policy, sound fleet management and asset management processes and dependent on the most cost-effective option available to Council.
- 6.2. Lifecycle Costing is a key asset management tool that considers the whole of life implications of planning, acquiring, operating, maintaining and disposing of an asset. When selecting a vehicle, the 'lifecycle cost' should be a key consideration.
- 6.3. In the event that the trade-in figure returns an estimate in the low range of the current Red Book value, the MCS can seek approval from the CEO to sell the vehicle as per Council's Asset Disposal Policy.



6.4. All quotations shall be assessed on the basis of value for money. Council is transparent and accountable when dealing with ratepayer funds, and as such binds itself to procurement based on value for money.

6.5. Council's preferred colour for its Council fleet is neutral tones such as white, grey or silver, unless approved otherwise by the relevant Director or, in the case of the Directors, the CEO.

6.6. Council recognises motor vehicles are a major contributor of greenhouse gas emissions in Australia and will ensure fuel type and consumption is scrutinized heavily before making any purchase.

6.7. Vehicle Options and Accessories

6.7.1 The fitting of all accessories must be approved by the employees relevant Director. Approval will only be given where the accessories address genuine operational requirements.

6.7.2 These fall into this category:

Extra Accessories

- Tow bar (where it is considered not to be required as part of the employees position at Council)
- Roo bar
- Roof racks
- Canopies, where it is considered to be required for the employee's position at Council

6.8. Economic Considerations

6.8.1. In determining the cost to Council of operating a motor vehicle, purchase price, operating costs and resale must all be considered, to ensure the best value for Council. The replacement cycle for passenger vehicles shall be modelled as described in table 1.



Table 1: Vehicle Allocation and Replacement Schedule by Tier

Tier	Position	Vehicle Type	*Maximum Purchase Cost (exc GST)	Replacement Schedule (whichever occurs first)
1a	Mayor	Family sized sedan / SUV	\$ \$55,000	100,000kms or 4 years
1b	Chief Executive Officer and Directors	Private Lease or Family sized sedan / SUV	\$55,000	100,000kms or 4 years
2a	Managers	Family sized sedan / SUV, 4x2 dual cab or similar	\$49,000	100,000kms or 4 years
2b	Officers including: <ul style="list-style-type: none"> - Operations Supervisor - Environmental Health Officer - Building Surveyor - Planning Officer - Business Transformation Analyst - General Inspector - Environmental Officer 	Family sized sedan / SUV, 4x2 dual cab or similar **GI & EO are required to 4x4 dual cab**	\$43,000	100,000kms or 4 years
3a	Infrastructure Team Leader Vehicles	4x2 dual cab or similar	\$43,000	100,000kms or 4 years
3b	Infrastructure (Depot) Vehicles	Utility	\$36,000	120,000kms or 5 years

*Maximum purchase cost refers to the price before trade in values

Related Documents:

- Procurement Policy
- Council Land and Asset Policy
- Vehicle Bookings & Business Rules



Appendix 1: Example of Individual Vehicle Agreement

AGREEMENT: FOR THE STATE-WIDE PRIVATE USE OF A COUNCIL VEHICLE

This Agreement is made

BETWEEN: RENMARK PARINGA COUNCIL
(hereunder referred to as the Council.)

AND: **INSERT EMPLOYEE NAME**
(hereunder referred to as the employee)

1. This Agreement, commencing on **INSERT DATE** replaces your previous vehicle agreement with Council.
2. The Council shall provide a fully maintained family sized sedan, or 4x2 dual cab ute or similar vehicle with standard modifications that include, floor mats, window tint and a towbar(Chief Executive Officer) for private use within the State of South Australia and Mildura as follows:
 - Use of the vehicle, including during periods of leave including long service leave up to 4 weeks in any 12 month period, (long service leave over 4 weeks will require approval by the CEO), with no payment of fuel or any other operating costs to be incurred by the employee up to **INSERT kms** per year. All fuel used after **INSERT kms** will be at the employees cost.
 - One interstate trip using the Council vehicle will be approved by the appropriate Director per calendar year. It is the responsibility of the employee to pay for fuel whilst interstate and provide appropriate proof of purchase.
3. The provision of the vehicle, including employee contributions where applied, compensates the employee for all additional hours worked for the organisation, including entitlement to penalties or allowances unless under special circumstances, alternative arrangements are entered into between the Director and the employee, and agreed upon by the Chief Executive Officer.
4. The vehicle is provided to the employee on a fully maintained basis by the Council subject to the employee's obligations set out in paragraphs 5 to 7 below.
5. The employee agrees to observe Council's Vehicle Usage Procedure and:-
 - 5.1 Shall keep the vehicle, interior and exterior, washed and cleaned and in a neat and tidy condition at the employee's expense. An inspection of vehicle cleanliness will be conducted on a quarterly basis or as required. If an employee fails to meet this requirement they will be in breach of this agreement and may have the vehicle



- privilege removed as per paragraph (8), and/or be required to pay for the vehicle cleaning costs.
- 5.2 Shall make the vehicle available for other Council business use during normal business hours that are relevant to your position.
- 5.3 Acknowledges that the employee's spouse/partner may use the vehicle locally and a suitably qualified driver under supervision of the employee may drive the vehicle outside of Council business hours and while on leave, providing that person meets the various provisions of this Agreement regarding observance of the provisions of the Road Traffic and Motor Vehicles Act and Regulations, drivers licence status etc.
- 5.4 Acknowledges the vehicle at all times remains the property of the Council and therefore shall not use the vehicle for the conduct of a private business of any nature, nor shall cause disrepute to Council by any action of negligence or misconduct.
- 5.5 Shall ensure that the vehicle is preserved in the best possible working and roadworthy condition and is serviced and all accessories maintained (at the cost of Council) by arranging for such services and maintenance in accordance with the manufacturer's recommendations.
- 5.6 Shall safely house the vehicle at the employee's normal address which is the place of abode the employee provides to Council as their private address.
- 5.7 The employee shall notify their direct Manager/Director of:
- 5.7.1 any accident, loss or damage relating to the vehicle and its equipment and shall without delay give full information as to the circumstances of such accident, loss or damage and of all claims which may be made and/or threatened, and where possible, the names and addresses of witnesses. The employee shall not negotiate, pay, settle, admit or repudiate any claim made by any person arising out of such accident, loss or damage and the employee shall do all things reasonable to assist the Council in any proceedings to enforce the Council's rights to recover compensation for such accident, loss or damage.
- 5.7.2 any occurrence involving a breach by the employee of the Road Traffic Act or its Regulations, Motor Vehicles Act or its Regulations or any other legislation relating to motor vehicles driving and parking thereof.
- 5.7.3 any disqualification of the employee from holding or obtaining a licence to drive a motor vehicle whereupon the employee will forthwith deliver up the vehicle to the employee's immediate supervisor and will not drive any Council vehicle during the period of such disqualification, and
- 5.7.4 any restriction or condition placed on the employee regarding their drivers licence status.
- 5.8 Animals (including dogs) and smoking are not permitted in vehicles and doing so will cause a breach of this agreement and may lead to the withdrawal of vehicle use as described in paragraph (8), and/or the employee may be required to pay for the cleaning of the vehicle.



6. The employee will at all times in the course of using the vehicle act in a safe and responsible manner.
7. The employee is responsible for any liability incurred by the employee whilst driving the vehicle by way of infringement of any legislation governing the driving of motor vehicles unless the employee can establish that he/she was not the driver at the time of such an offence. Any fines and costs incurred by the employee or any authorised driver will be the sole responsibility of that person.
8. In the event of a breach by the employee of any of the terms of this Agreement, without derogating from any other rights or legal remedies available to the Council, the Chief Executive Officer may, in his discretion, (and notwithstanding anything to the contrary contained herein) forthwith terminate this Agreement and/or withdraw the vehicle either permanently or for a period to be determined by the Chief Executive Officer.
9. In the event of a breach of a term of this Agreement by the employee which results in the damage or injury to others or a liability in the Council or the employee to another, in its discretion, the Council may pursuant to this agreement hold the employee personally liable for the damage, injury or liability. Nothing in this paragraph is intended to derogate from or be consistent with the compulsory third party motor vehicle insurance provisions with the Motor Vehicle Act or any other Legislation to the contrary and to the extent of any inconsistency this clause remains in force to the extent allowed by such Legislation.
10. This Agreement may be reviewed and/or terminated in consultation with the employee on any of the following grounds:
 - The employee's position is re-classified
 - The employee no longer holds the position referred to in this Agreement
 - The employee uses the vehicle for any improper purpose
 - The employee breaches any terms of this Agreement.
11. This Agreement shall be terminated without notice where:
 - The employment relationship between Council and the employee ends
 - The employee is prohibited from driving by loss of his or her driver's licence for the duration of the suspension of licence.

CHIEF EXECUTIVE OFFICER: _____

Date: _____

EMPLOYEE: _____

Date: _____

ODOMETER READING AT (**INSERT DAY/MONTH/YEAR**) IS: _____ kms