Torbay and South Devon NHS
NHS Foundation Trust

RELOCATION POLICY

If you require a copy of this policy in an alternative format (for example large print, easy read) or would like any assistance in relation to the content of this policy, please contact the Equality and Diversity team on 01803 656680.

Torbay and South Devon NHS
NHS Foundation Trust

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Date of Issue:	February 2016	**Next Review Date:**	February 2018
Version:	1	**Last Review Date:**	February 2016
Author:	Finance Manager		
Directorate:	Finance		
Approval Route			
Approved By:		**Date Approved:**	
LNC		Sept 2015	
JCNC		29 January 2016	
Links or overlaps with other policies:			
Need to list all policies that are referred to, or have links to this policy. List them in numeric order.			

Amendment History

Issue	Status	Date	Reason for Change	Authorised
1		Feb 2016	Integrated policy applicable across the ICO.	

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Rapid Equality Impact Assessment

Policy Title (and number)	***Relocation Policy***				
Policy Author	Finance Directorate				
Version and Date (of EIA)	February 2016 V1				
Associated documents (if applicable)					
RELEVANCE: Does the aim/purpose of the policy relate to each of the aims of the Public Sector Equality Duty?					
• **Eliminate unlawful discrimination or other conduct prohibited by the Equality Act 2010**					**Yes** ☐ No☐
• **Advance equality of opportunity between people from different groups**					**Yes** ☐ No☐
• **Foster good relations between people from different groups**					**Yes** ☐ No☐
SIGNIFICANCE AND IMPACT: Consider the nature and extent of the impact, not the number of people affected.					
Does the policy affect service users, employees or the wider community? (if no, proceed to sign off)					**Yes** ☐ No☐
Does the policy affect service delivery or business processes?					Yes ☐ **No**☐
Does the policy relate to an area with known inequalities (deprivation/unemployed/homeless)?					Yes ☐ **No**☐
EQUALITY ANALYSIS: How well do people from protected groups fare in relation to the general population? ***PLEASE NOTE: Any 'Yes' answers may trigger a full EIA and must be referred to the equality leads below***					
Is it likely that the policy/procedure could treat people from protected groups less favorably than the general population? (see below)					
Age	Yes ☐ **No**☐	Disability	Yes ☐ **No**☐	Sexual Orientation	Yes ☐ **No**☐
Race	Yes ☐ **No**☐	Gender	Yes ☐ **No**☐	Religion/Belief (non)	Yes ☐ **No**☐
Gender Reassignment	Yes ☐ **No**☐	Pregnancy/ Maternity	Yes ☐ **No**☐	Marriage/ Civil Partnership	Yes ☐ **No**☐
Is it likely that the policy/procedure could affect particular 'Inclusion Health' groups less favorably than the general population? (substance misuse; teenage mums; carers; travellers; homeless; convictions; social isolation; refugees)					Yes ☐ **No**☐
Please provide details for each protected group where you have indicated 'Yes'.					
What if any, is the potential for interference with individual human rights? (consider the FREDA principles of Fairness/ Respect/ Equality/ Dignity/ Autonomy)					
N/A					
RESEARCH AND CONSULTATION					
What is the reason for writing this policy? (What evidence/ legislation is there?)					
Who was consulted when drafting this policy/procedure? What were the recommendations/suggestions?					
ACTION PLAN: Please list all actions identified to address any impacts					
Action			**Person responsible**		**Completion date**
AUTHORISATION					
Name of person completing the form			**Signature**		
Validated by (line manager)			**Signature**		

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1 Policy Statement

1.1 The aim of this policy is to help those members of staff who are required to move residence in order to take up an appointment with the Trust.

2 Scope

2.1 This policy applies to all staff employed by Torbay & South Devon NHS Foundation Trust, on Agenda for Change terms and conditions of service Band 7 and above and all substantive Medical and Dental staff.

2.2 Other posts may be included at the discretion of the Chief Executive. For these posts, the recruitment position will be assessed at the beginning of the recruitment process by the appropriate senior manager and Director of Workforce and OD (or nominated deputy) – including, where appropriate, the Director of Nursing.

2.3 They will determine whether the recruitment market at that time is such that relocation expenses need to be included in the reward package in order to attract suitable candidates. If it is agreed to offer relocation expenses, this will feature in the advertisement and recruitment information.

3 Equality and Diversity Statement

3.1 The Trust is committed to preventing discrimination, valuing diversity and achieving equality of opportunity. No person (staff, patient or public) will receive less favourable treatment on the grounds of the nine protected characteristics (as governed by the Equality Act 2010): sexual orientation; gender; age; gender re-assignment; pregnancy and maternity; disability; religion or belief; race; marriage and civil partnership. In addition to these nine, the Trust will not discriminate on the grounds of domestic circumstances, social-economic status, political affiliation or trade union membership.

3.2 The Trust is committed to ensuring all services, policies, projects and strategies undergo equality analysis.

4 Introduction

4.1 Allowances will be paid to applicable employees and cover the list of expected costs as stated in Appendix 1. If partners are appointed at the same time to work within the health community only a maximum of £18000 can be claimed between partners, however for tax purposes this can be split.

4.2 Removal Expenses will only be paid from the Port of Entry in the UK.

5 Criteria for Assistance

5.1 Allowances will be paid in respect of the new home, provided that:

- It is the place from where the member of staff normally travels to work.

- It is the member of staff's main residence.

- For staff who are required to be on call, it is within a radius of 10 miles, or 30 minutes of travelling time, where they are typically required to return to site when called.

- For non-clinical staff or clinical staff who are not required to be on-call, the old home is not within 30 miles (and excluding Plymouth and Exeter) of their main place of work.

- Expenses are not directly involved in respect of purchase and sale will only exceptionally be reimbursed beyond 12 months.

5.2 The Chief Executive will have discretion regarding the location of residence of clinical staff.

5.3 No relocation expenses will be payable to an employee taking up a post on a fixed term contract.

5.4 Approval for assistance will be given by the Director/Deputy Director of Finance.

5.5 If a member of staff has a contract which is classified as a joint appointment (i.e. they are contracted to work some hours/sessions in another Trust) their relocation expenses will be reimbursed in proportion to the contracted time they spend with this Trust. They will be subject to the conditions detailed in this policy.

5.7 In respect of all allowances, staff will be required to produce receipted VAT invoices to cover all the expenditure claimed. This is a legal requirement by HM Customs and Excise for the purpose of recovery of VAT by the Trust.

5.8 A VAT invoice must: show the business' VAT registration number; separate the VAT and net amounts; and show the invoice date.

6 Reimbursement

6.1 Reimbursement will be available in the following situations:

- Buying and selling property
- Rented accommodation
- Temporary accommodation arrangements

7 Buying and Selling Property

7.1 Relocation expenses (appendix 1) will equate to 30% of starting salary pro-rata with an upper limit of £18,000.

7.2 In all cases, the allowance will only be made when the claims are supported by a solicitors VAT invoice with completion statement and associated VAT receipts obtained by the employee from his/her solicitor.

7.3 Estate agents costs are vatable and, therefore, a copy of the estate agents' VAT invoice will be required.

7.4 In addition, a copy of the removal firm's receipted VAT invoice will be required. Three quotes should be obtained (appendix 2). The unsuccessful quotes must also be forwarded in support of the claims.

7.5 Any claims based on documentation other than receipted VAT invoices must be agreed in advance by the Treasury Manager.

7.6 All allowances that may be paid will be agreed with and communicated in writing by the recruiting manager (normally with the job offer), or his/her authorised representative; prior to the commencement of employment.

7.7 A copy of the letter will be sent to the Treasury Manager. Managers may not approve or otherwise imply that eligibility to reimbursement of removal expenses will be given, until approved by the Director/Deputy Director of Finance.

7.8 Entitlement to removal expenses for house sale and purchase will be dependent upon the move being completed within twelve months of the employee taking up the post. If valid circumstances prevent this, the Trust may use discretion on the time limit.

7.9 All staff applying for relocation expenses must complete the Application Form and Refund Declaration (Appendix 3 and 4).

8 Rented Accommodation

8.1 **Owner occupied (not intending to sale) to rented accommodation** - reimbursement for owner occupied to permanent rented accommodation, will be allowed on the basis of the vouched and miscellaneous expenses necessary (see Appendix 1), but this will be regarded as the permanent move and this will be the sole allowance.

8.2 **Rented accommodation to rented accommodation -** Reimbursement for rented to permanent rented accommodation, will be allowed on the basis of the vouched and miscellaneous expenses necessary (see appendix 1), but this will be regarded as the permanent move and this will be the sole allowance.

8.3 **Rented accommodation to owner occupied –** If the employee is living in rented accommodation but intends to purchase a property within the specified radius criteria, relocation allowance is limited to the costs reasonably incurred in moving from the rented accommodation as set out in appendix A. No contribution will be made towards the purchase of the new property. This is because employees should not gain financially as a result of the relocation.

9 Temporary Accommodation Arrangements

9.1 At the discretion of the Director/Deputy Director of Finance and only in exceptional circumstances where there is genuine need because a member of staff is unable to dispose of their former home, or set up a new home, the following assistance may also be granted.

9.2 The nature of the assistance will be as follows and will last for a maximum of six months, with preference being given to them in the order in which they are listed:

a. Subject to availability and suitability, the provisions of Trust temporary accommodation.

b. The payment of a lodging/rent allowance for suitable accommodation where Trust accommodation is not available, or not suitable in the circumstances. The allowance payable will be determined in accordance with the availability of accommodation in the local market at current rates and will be the lower of the two properties.

9.3 This will be determined by the Director/Deputy Director of Finance and the Treasury Manager and will be agreed in consultation with the candidate.

9.4 Bridging loans or mortgage top-up loans will not be made by the Trust. Individuals requiring these should contact their main mortgage lender.

9.5 Reimbursements to cover bridging loan charges or payments to cover negative equity will not be met under any circumstances.

9.6 Paid leave of up to three days (depending on location and circumstances) associated with the removal may be granted by prior agreement of the employee's manager.

10 Taxation of Relocation Reimbursements

10.1 If payments to an individual in respect of one relocation exceed the de-minimus (£8,000 2005) the Trust is obliged to report the excess payments to the Inland Revenue in its annual P11D tax return. The Inland Revenue will raise then an assessment against the individual that is to be paid by the individual. The amount will be the excess over the de-minimus multiplied by the individuals marginal tax rate (i.e. for high earning staff this will be 40% (2005).

11 Repayment of Relocation Assistance

11.1 A refund declaration (see appendix 4) will be signed by the employee prior to any payment.

11.2 This refund declaration establishes the right of the Trust that in the event of an employee leaving the employment of the Trust within two years (from the initial

start date) that expenses previously paid will be reimbursed to the Trust at 1/24th for each whole month outstanding. The 1/24th is applicable to all expenses but in the case of resignation during the first twelve months of employment reimbursement will be 100%. Reimbursement will be expected out of any final salary payments.

11.3 Payment will not be required where the reason for leaving is due to redundancy or ill health retirement.

11.4 Only in exceptional circumstances will the repayment of relocation assistance be reduced or waived, this will be at the discretion of the Director/Deputy Director of Finance.

12 Appeal Process

12.1 Decisions regarding the application of relocation expenses should be dealt with in a reasonable manner. An employee who believes their request has been unreasonable refused has the opportunity to request a review against the decision using the following procedure.

12.2 A written letter of review must be submitted to the appropriate manager and Treasury Manager within 14 days of the request relating to relocation being refused. The letter should detail the reasons why the employee believes the original decision was not appropriate.

12.3 The manager and Treasury Manager will review the original decision and assess whether or not the decision reached was appropriate in all the circumstances. The outcome will be communicated in writing and the decision is final.

13 Training and Awareness

13.1 Advice and support will be provided by the Treasury Manager and Human Resources to support staff and managers in adhering to this policy and their understanding of dealing with relocation.

13.2 Awareness of this policy will be raised through the publication of information on ICON and to advise staff of changes to the policy through the staff bulletin and ratification processes.

14 Contact Details

14.1 Any queries regarding this policy should be directed to the Finance Team.

15 Monitoring, Audit and Review Procedures

15.1 This policy will be monitored and audited on a regular basis. A full review will take place every two years by the Directorate of Finance unless legislative changes determine otherwise.

16 Appendix 1 – Expenses Covered (Vouched Only)

Buying and Selling

1. **Sale Expenses**
   * Legal
   * Estate Agents
   * Legal costs of one abortive sale due to influences beyond the control of the employee

2. **Purchase Expenses**
   * Stamp duty/legal
   * Surveys
   * Costs of an abortive purchase due to influences beyond the control of the employee
   * Removal storage and legal expenses (storage limited to six months and within the guidelines in Appendix 2)

3. **Miscellaneous Expenses Limited to a Maximum of 20% of total package.** All other expenses associated with relocation which may include:
   * Expenses during the search for accommodation
   * Preliminary visits (max of 2 visits)
   * Journey to take up the new post
   * Return visit to supervise removal

Rented accommodation (including rented to rented, owner occupied to rented and rented to purchased)

1. Vouched Expenses

- Any charges for disconnection of public utilities and white goods serving the existing rented property.
- Any associated administration costs from the letting agent or agents (including check-out fees, penalty clauses and lease arrangement fees).
- Any charges for connection of public utilities and white goods serving the new rented property.
- Any overlap in rental payments.
- Removal Expenses within guidelines specified in appendix 2

2. Miscellaneous Expenses

- Expenses during the search for accommodation
- Preliminary visits (Max of 2 visits)
- Journey to take up the new post
- Return visit to supervise removal

17 Appendix 2 – Expenses of Actual Removal

1. Removal of furniture and effects

1.1 An estimate of the cost of the removal should be approved by the Trust, before the removal of the employee's furniture and effects. When furniture is to be removed by contractors, three competitive tenders, in writing should be obtained, wherever possible and submitted to the Trust.

1.2 While employees are at liberty to accept a tender other than the lowest, reimbursement should be restricted to the amount of the lowest tender, except for good reasons to the contrary.

1.3 The tenders should be subject to the conditions under which removals are ordinarily undertaken by contractors and should not cover special services, e.g. taking down or putting up fixtures, relaying or fitting carpets.

2. Approved Expenditure

2.1 The approved expenditure to be paid by the Trust is:-

The cost of removal from the old home to the new one of furniture and effects belonging to employees, or to dependent members of their household, at the time of transfer.

This may include pedal cycles and heavy but ordinary articles of furniture or garden equipment but, if the removal of some special items (e.g. a concert piano) involves special arrangements, the extra expense of the special arrangements should be met by the employee.

2.2 Livestock or animals, other than domestic pets, should be conveyed at the employee's own expense.

2.3 The cost of removal from the old home to store locally and then to the new home or, (where housing difficulties necessitate it or where items are wanted for immediate use in furnished temporary accommodation), of piecemeal removal.

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18 Appendix 3 – Application for Assistance with Relocation Expenses

Claimants Name _____ Title _____

Partners Name _____ Title _____

Marital status _____ Number of children (inc. ages) _____

Work Tel no. _____ Home Tel no. (optional) _____

Bleep no. _____ Email address _____

Present Appointment

a. Post _____ b. Department _____

c. Base _____ d. Grade _____

e. Salary _____ f. Full/Part-time _____

g. Date of commencement _____

h. Is your partner/spouse entitled to NHS Relocation Expenses? Yes / No

Previous Appointment

a. Employing Authority _____

b. Post _____ c. Hospital or base _____

d. Grade and salary _____ e. Length of service _____

f. Full/Part-time _____ g. Termination date _____

Address of temporary accommodation

Address of proposed permanent accommodation in the new area (if known)			
Is it	a.	Unfurnished accommodation of more than one room	Yes / No
	b.	Rented or owner occupied *	* Delete as appropriate
	c.	Are you planning to buy a home in this area?	Yes / No

Address of previous accommodation			
Was it	a.	Unfurnished accommodation of more than one room	Yes / No
	b.	Rented or owner occupied *	* Delete as appropriate
	c.	If rented, have you owned your own home before?	Yes / No
	d.	If owned, are you planning to sell your previous home?	Yes / No

Declaration: I hereby notify the Trust of my intention to apply for assistance with relocation expenses. I confirm that I will only claim expenses that have actually and necessarily been incurred by me in connection with my new appointment, and that the information and costs submitted by me in application will be correct in all detail.

Signed: Name: Date:

19. Appendix 4 – Relocation Scheme

REFUND DECLARATION

I, _____ (full name)

of _____ (full address)

_____

In consideration of receiving relocation expenses from the Trust, hereby agree and declare that:

a) **If I leave the employ of the Trust within two years of commencing that employment, I will refund to the Trust the whole or part of the total relocation expenses received by me from the Trust as follows:***

Permanent contracts:

- Within 12 months of commencing employment with the Trust 100% of the total expenses received by me from the Trust.

- After completion of 12 months service, the refund will reduce by 1/24th of the total received for each completed month of service (including the first 12 months).

b) **I agree to the recovery being deducted from my final salary payment from the Trust. If the recovery is more than 75% of my net final salary payment, I will refund the Trust the balance above 75% from the salary received from my new post, at a rate of 50% of my new net monthly salary.**

*Only in exceptional circumstances will the Trust release me in whole or part from this agreement with the exception that should the reason I leave the Trust be due to redundancy or ill-health retirement I shall not be required to make any such refund.

Signed: _____

Date: _____

I confirm that the above employee is eligible to claim relocation expenses in accordance with the Trust Conditions of Service.

Signature: _____ (Director/Deputy of Finance)

Name: _____

Date: _____

20. Appendix 5 – Entitlement Proforma

This form is for office use only and may be used for Audit purposes

Staff Group	Band	Type of Contract	Entitlement To be completed by Service Unit Manager
Medical & Dental Staff Consultant Speciality Doctor Locum Appointment for Service (LAS) Other (please specify)			Full package □ Removal & Travel □ Rental: Alternative □ To House Purchase Removal only □ Travel only □ Other (please specify) ☐
Managers or Professionals Band 7 or above			
Executive Directors			
Full Time or Part Time hours State hours…….			
Date of Commencement in Post			

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21. Appendix 6 – Claim Form 1

CLAIM FORM 1

Claim for expenses in connection with house sale

Check List	
VAT Invoices	
Receipts/Completion Statement	
Claim Form Signed	

Name
Address to which payment advice should be sent

	£
Legal expenses in connection with the sale of the property in which the claimant was living immediately before the new appointment: 1. _____ 2. _____ (split if available)	
House agent's or Auctioneer's fees	
Advertising and other incidental costs where an agent solicitor or auctioneer is not employed	

Total claimed	**£**

I confirm that the above expenses were necessarily incurred by me in connection with my new appointment and that no other claim is, or will be, made by any other person in respect of these expenses.

Signature of applicant	**Date**

OFFICE USE ONLY

Claim No 1/_____

Max Claim	£
Claimed So Far	£
This Claim	£
Balance Remaining	£

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22. Appendix 7 – Claim Form 2

CLAIM FORM 2

Claim for expenses in connection with house purchase

Check List	
VAT Invoices	
Receipts/completion statement	
Claim Form Signed	

Name
Address to which payment advice should be sent

Legal expenses in connection with house purchase:- **£**

a.	Solicitors fees	
b.	Stamp duty	
c.	Land registration fees	
d.	Incidental legal expenses	
e.	Expenses in connection with mortgage or loan including guarantee and fees (excluding interest)	
f.	Cost of a private survey	
g.	Miscellaneous expenses	

Completion date _____

Total claimed £

I confirm that the above expenses were necessarily incurred by me in connection with my new appointment and that no other claim is, or will be, made by any other person in respect of these expenses.

Signature of applicant	**Date**

OFFICE USE ONLY Claim No 2/ _____

Max Claim £

Date of taking up appointment _____ Claimed So Far £

(12 months max) This Claim £

Balance Remaining £

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23. Appendix 8 – Claim Form 2A

CLAIM FORM 2a
Claim for actual removal costs

Check List	
3 Quotes	
VAT Invoice	
Receipt	
Claim Form Signed	

Name
Address to which payment advice should be sent

Removal of Household Furniture and Effects (including insurance)

		£
1.	Lowest Tender (see policy para 7.2 re required quotes)	
2. a.	Cost of van hire (2 quotes required)	
b.	Cost of petrol	
3.	Date of removal :	

Storage Charge for Furniture (if any, including insurance)

1.	Company:-			
2.	Storage dates (12 mths max)	From:-	To:-	

Total claimed £

I confirm that the above removal expenses were necessarily incurred by me in connection with my new appointment and that no other claim is, or will be, made by any other person in respect of these expenses.

Signature of applicant	**Date**

OFFICE USE ONLY Claim No 2a/_____

Max Claim	£
Claimed So Far	£
This Claim	£
Balance Remaining	£

Period Claimed So Far _____

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24. Appendix 9 – Claim Form 2B

CLAIM FORM 2b

Claim for expenses in connection with abortive house purchase

Check List	
VAT Invoices	
Receipts/completion statement	
Claim Form Signed	

Name
Address to which payment advice should be sent

Legal expenses in connection with abortive house purchase:-

		£
a.	Solicitors fees	
b.	Land registration fees	
c.	Incidental legal expenses	
d.	Expenses in connection with mortgage or loan including guarantee and survey fees (excluding interest)	
e.	Cost of a private survey	
f.	Miscellaneous expenses	

Total claimed	**£**

Reason for abortive purchase

I confirm that the above expenses were necessarily incurred by me in connection with my new appointment and that no other claim is, or will be, made by any other person in respect of these expenses.

Signature of applicant	**Date**

OFFICE USE ONLY Claim No 2b/ _____

Date of taking up appointment _____

(12 months max)

Max Claim	£
Claimed So Far	£
This Claim	£
Balance Remaining	£

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25. Appendix 10 – Claim Form 3

CLAIM FORM 3
Claim for Temporary Arrangements

Check List	
Claim Form Signed	

Name
Address to which payment advice should be sent

I hereby claim temporary arrangement in respect of my old home at :

			£
a.	Lodging/Rent allowance (as previously agreed with the Treasury Manager)		
	Dates: FROM	TO	
	Expected date of sale (if known) _____		
OR			
b.	Excess daily travel at Public Transport Rate		
	Dates: FROM	TO	
	Mileage		

Total claimed	**£**

I confirm that the above expenses were necessarily incurred by me in connection with my new appointment. I have received no income from letting of property (in part or whole). That no claim is, or will be, made by any other person in respect of these expenses.

Signature of applicant	**Date**

OFFICE USE ONLY Claim No 3/_____

Max Claim	£
Claimed So Far	£
This Claim	£
Balance Remaining	£

Period claimed so far (max 6 months)

From _____ To _____

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26. Appendix 11 – Claim Form 4

CLAIM FORM 4

Claim for miscellaneous expenses

NOT APPLICABLE TO TRAINING GRADE APPLICANTS

Check List	
VAT Invoices	
Receipts	
Claim Form Signed	

Name
Address to which payment advice should be sent

Details of Expense	£

Total claimed £

I confirm that the above expenses were necessarily incurred by me in connection with my new appointment and that no other claim is, or will be, made by any other person in respect of these expenses.

Signature of applicant	**Date**

OFFICE USE ONLY

Claim No 4/_____

Max Claim	£
Claimed So Far	£
This Claim	£
Balance Remaining	£

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27. Appendix 12 – Claim Form 4A

Claim for travelling and associated expenses

Check List	
Receipts for Accommodation	
Receipts for Rail/Coach	
Claim Form Signed	

Name
Address to which payment advice should be sent

Preliminary Visit(s)

From (date)	To (date)	From (date)	To (date)

Subsistence Allowance	**From am/pm**	**To am/pm**	**£**
Employee			
Spouse			
Children x _____			

Travelling Expenses	**Rail/Coach**	**Car Mileage**	
Employee			
Spouse			
Children x _____			

Journey Old to New (1 way only) Date

Subsistence Allowance	**From am/pm**	**To am/pm**	
Employee			
Spouse			
Children x _____			

Travelling Expenses	**Rail/Coach**	**Car Mileage**	
Employee			
Spouse			
Children x _____			

Return Visit To Supervise Removal (Employee only**)**

Date _____ Travel Expenses _____ Miles _____

Total claimed £

I confirm that the above expenses were necessarily incurred by me in connection with my new appointment & that no other claim is or will be made by any other person in respect of these expenses.

Signature of Applicant	**Date**

OFFICE USE ONLY Claim No 4a/_____

Max Claim	£
Claimed So Far	£
This Claim	£
Balance Remaining	£