



Western Health
and Social Care Trust

Removal & Associated Expenses Provisions

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HR 07/008

REMOVAL AND ASSOCIATED EXPENSES PROVISIONS

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THIS CIRCULAR HAS BEEN PRODUCED FOLLOWING THE ISSUE OF THE MANAGEMENT EXECUTIVE CIRCULARS LISTED BELOW

- HSS(TC1) 7/93** General Conditions Of Service - Removal And Associate Expenses.
- HSS(TC8) 6/95** Removal Expenses: Hospital Medical And Dental Staff And Doctors In Public Health Medicine And The Community Health Service.
- HSS(TC6) 8/95** Social Work Staff - Removal And Associated Expenses.
- SECTION 19** Agenda for Change: NHS Terms and Conditions (Removal Expenses and Associated Provisions are for local determination)

VARIATIONS

This policy is intended to cover all relocation applications. However, where it is not possible to adhere strictly to the policy it may be varied by the Trust providing that the variation is not directly or indirectly discriminatory.

The variation must be endorsed by the Director of Human Resources or the nominated deputy. A written record will be made of the reason/s for the variation and the details of the alternative.

REMOVAL AND ASSOCIATED EXPENSES PROVISIONS

PART 1 SCOPE

- 1.1 These provisions transferred to the Western Health and Social Care Trust on 1 April 2007, hereafter referred to as the Trust.
- 1.2 The provisions of this circular apply to all staff of the Trust.
- 1.3 Its application to Hospital, Medical and Dental Staff, or Doctors in Community Medicine and the Community Health Service or Dentists working in the Community Dental Service and Dental Public Health is subject to modifications set out in their respective terms and conditions of service.
- 1.3 Provisions for medical staff participating in training are defined in Appendix I.
- 1.4 Provisions for locum medical staff are defined in Appendix II.

PART 2 GENERAL CONDITIONS

- 2.1 Subject to the conditions described in Part 4 of this document assistance with reimbursement of removal expenses may be granted, at the discretion of the Trust, to employees who as a result of taking up employment with the Trust **either** need to move their home **or** incur extra daily travelling expenses. In exercising its discretion, the Trust shall apply the principles of its Equal Opportunities Policy. Expenses may be reimbursed and grants paid only when the Trust is satisfied that the removal of the employee's home is required and that the arrangements proposed are reasonable. In agreeing the assistance to be provided, the Trust shall have regard to all the individual employee's circumstances, including the need to re-house dependants and the comparability of new and previous accommodation.
- 2.2 Assistance with removal and other expenses shall be granted to employees who need to move their home or incur extra daily travelling expenses as a result of being required by their Trust to transfer to a new headquarters or on taking up a post which is regarded as suitable employment as an alternative to redundancy.
- 2.3 Assistance shall also be granted to employees who are required to change Trust, or who otherwise have to move home or incur extra daily travelling expenses, in order to satisfy the requirements of their normal professional training.
- 2.4 Staff, who at the date of their appointment, have an annual salary range with one salary point equal to or greater than the minimum point of a Nurse grade "F" shall have an eligibility for reimbursement of removal expenses.
- 2.5 The appropriate rates to be paid are those in payment at the date the employee takes up the appointment unless otherwise stated.
- 2.6 The new Trust, where there is a change of employer, is responsible for payment of removal expenses.
- 2.7 The expenses in respect of which payment is made must have been incurred by the applicant who must provide evidence of the expenditure.
- 2.8 The scope and level of financial assistance to be provided will be determined by the Trust, in agreement with the prospective employee, prior to the post being accepted. In providing assistance, the Trust will ensure equity between one category of staff and another, while balancing its own interests with the needs of prospective employees. Up to a maximum of £7,500 vouched expenditure will be provided by the Trust. Any amount paid in respect of an advance of salary is excluded from this maximum figure.
- 2.9 The Trust will require employees to repay all or part of the reimbursements and grants paid if they leave the Trust within 2 years of the appointment which gave rise to the expenses. Payment is conditional on the employee signing the application form with the undertaking incorporated in it before any

reimbursement is made. The application form is attached as Appendix III. Rotational medical staff in training will be exempt from this undertaking.

- 2.10 Where there is a demonstrable improvement in the standard of accommodation the Trust will relate payment of expenses to a notional purchase price or rent, which the Trust would regard as reasonable to establish the employee in broadly comparable accommodation having regard to the level of property prices or rents in both the old and new location.
- 2.11 The notional price or rent will also be used instead of the actual price or rent in the consideration of claims for advance of salary for assistance with house purchase. In circumstances where an employee has been compulsorily resident in Employing Authority accommodation in the area of his or her previous employment, the Trust shall have discretion to determine what will constitute broadly comparable accommodation in the new area having regard to the standard of accommodation which the employee may have had no alternative but to accept in the previous employment.

PART 3 CIRCUMSTANCES IN WHICH REMOVAL EXPENSES ARE PAYABLE

3.1 Moves within the Trust

- 3.1.1 Moves on promotion - employees securing promotion within the service of the Trust, where the appointment involves a transfer to new headquarters requiring the removal of their home, may be reimbursed their removal expenses.
- 3.1.2 Moves without promotion - employees required by their Trust to transfer without promotion to new headquarters within the service of their Trust requiring the removal of their home shall be reimbursed their removal expenses.
- 3.1.3 Moves out of or into hospital accommodation where a transfer to new headquarters is not involved - employees required to move, without changing their headquarters, out of or into health and personal social services accommodation which they are or have been required to occupy as part of their terms of service, may be reimbursed their removal expenses.

3.2 Moves from another NHS/HPSS Employing Authority

- 3.2.1 Another employing authority - employees who move to a post from another employing authority may be reimbursed their removal expenses at the discretion of the Trust.

3.3 Moves on Redundancy

- 3.3.1 Employees who have necessarily to move home on taking up a post which is regarded as suitable alternative employment for the purpose of excluding them from redundancy payments shall be reimbursed their removal expenses. This provision applies only where a redundancy payment has not been made. Former employees taking up a post in the Health and Social Services after receiving a redundancy payment will be treated as if they were newly appointed and will not be eligible for the special provisions.

3.4 Other Moves

- 3.4.1 Where the Trust considers that a move is in the interest of the service it may, at its discretion, reimburse some removal expenses even if the employee was not formerly employed within the NHS/HPSS.

3.4.2 Payment will be subject to the satisfaction of the following criteria:

- (a) No suitable candidate is available from a NHS/HPSS employing authority; and
- (b) The Trust regards the employee as filling a key post; and
- (c) The candidate will not accept the appointment unless assistance with removal expenses is given following appointment; and
- (d) The candidate is prepared to give a signed undertaking where required to do so under sub-paragraph 2.9, using the form at Appendix III.

PART 4 OVERVIEW OF ASSISTANCE WHICH MAY BE MADE AVAILABLE

4.1 The Trust may meet reasonable costs incurred in relocation, including reasonable expenses incurred in the search for accommodation in the new area, reasonable vouched expenditure incurred in the purchase and sale of property, the removal of furniture and effects, continuing commitments in the old area and grants to cover general resettlement costs. Detailed provisions are listed at paragraphs 5.1 to 5.9.

4.2 The Trust shall determine what constitutes a reasonable relocation arrangement and shall clearly indicate to the employee the level of assistance that will be provided, the aspects of removal costs that will be reimbursed and, where applicable, the upper limit of payment in all usual circumstances. In particular, the Trust will consider the broad comparability of the new accommodation with that occupied before the move (equivalence being measured in terms of housing standards rather than absolute cost).

4.3 Search for Accommodation

Expenses payable during the search for accommodation (e.g. excess travelling expenses and/or subsistence) should normally be in line with the rates applied by the Trust.

4.4 Legal and Other Expenses

4.4.1 Legal and other expenses connected with the sale and/or purchase of accommodation or any unsuccessful bona fide attempt to purchase.

4.4.2 Employees may be reimbursed any reasonable additional vouched legal and other expenses (e.g. house agents or auctioneers fees, mortgage redemption fees, survey fees, stamp duty etc.).

4.5 Removal and Storage of Furniture

Employees may be reimbursed any reasonable cost connected with :

- (a) Removal of furniture and effects from the old to the new home, including insurance of goods in transit;
- (b) Storage of furniture and effects for a reasonable period;
- (c) Travelling and subsistence expenses for the employee, spouse/partner and children, if any.

4.6 Bridging Loans

Interest charges (net after income tax relief where available) on a bridging loan not exceeding the estimated selling price of the old property may be reimbursed.

4.7 Advance of Salary

The Trust may make an advance, recoverable from salary, to assist with house purchase.

4.8 Continuing Expenses in the Old Area

The Trust may reimburse any reasonable continuing commitments in the old area where an additional simultaneous accommodation charge in the new area cannot be avoided.

4.9 Resettlement Allowance

The Trust may make in relation to the particular circumstances of each individual employee and of the expenditure actually incurred, a single payment for additional expenses arising as a result of the move.

4.10 Value Added Tax

Value Added Tax will be paid in appropriate circumstances.

PART 5 PROVISIONS FOR REIMBURSEMENT

5.1 Search for Accommodation

5.1.1 *Preliminary Visits*

Employees who make preliminary visits to the area of the new appointment in order to obtain accommodation shall be entitled to travel and subsistence allowances for themselves and their spouse/partner as follows:

- (a) Up to 5 visits will be reimbursable.
- (b) Where it is not possible to return home, suitable overnight accommodation in the area may be provided by the Trust.
- (c) Where suitable overnight accommodation is not provided reimbursement will be made for the employee and spouse/partner for up to four nights in total on submission of receipts and subject to the Trust's limit for night allowances.
- (d) Travel for the employee and spouse/partner will be reimbursed on submission of receipts. Where an employee uses a private car, to make the visit, the Trust's public transport rate will be paid.

5.1.2 *Daily Travelling Expenses*

Employees who qualify for reimbursement of removal expenses and who have satisfied the Trust that they have failed to find suitable accommodation for their particular requirements at the date of commencing their employment may be reimbursed the extra daily travelling expenses to their new headquarters on the following conditions:

- (a) Suitable temporary accommodation cannot be provided by the Trust.
- (b) Reimbursement shall not exceed the extra cost incurred on the basis of bus fares or second class rail fares.
- (c) Travel by private car will be reimbursed at public transport rate.
- (d) Reimbursement shall not exceed the Trust's long term rate of night subsistence allowance.

5.1.3 Subsistence Allowances

Employees qualifying for removal expenses who have failed to find suitable permanent accommodation at the date of commencing their employment may be paid the Trust's night subsistence allowance while searching for suitable permanent accommodation subject to the listed conditions:

- (a) They have not been offered free suitable temporary accommodation by the Trust.
- (b) They have been compelled to leave their family and/or dependants and continue to have a financial responsibility for their accommodation.
- (c) The lower rate of the Trust's night subsistence allowance will be payable.
- (d) The allowance will be payable only for as long as the Trust is satisfied at regular intervals that the employee is making every effort to find suitable permanent accommodation and will not continue in any case for more than one year.

5.1.4 Home Visits

Employees who have qualified for subsistence under the conditions of 5.1.3 may be reimbursed the cost of their return fare home to the old area at periodic intervals subject to the agreement of the Trust. Reimbursement will be made on submission of receipts. Employees who use their private motor vehicle will be reimbursed at public transport rate.

5.2 Advance of Salary for House Purchase

5.2.1 The Trust may make an advance, recoverable from salary, to assist with house purchase subject to the provisions below:-

- (a) to qualify the employee must have at least two years superannuable employment in the NHS/HPSS at the time of application; and
- (b) the employee must qualify for removal expenses.

5.2.2 The amount of the advance shall not exceed the difference between the purchase price and the maximum amount which can be borrowed together with any sum which the employee is able to realise from their own resources. This will include, where applicable, the net amount realised from the sale of their property in the old area, subject to the provisions of sub-paragraph 2.10.

- 5.2.3 Application may be made following appointment and before the employee commences employment but eligibility will lapse one year from the date of taking up the new employment.
- 5.2.4 Subject to the above provisions the advance will be paid to an employee who produces satisfactory evidence that they are buying a house in the area of the Trust for their own occupation and evidence to sustain that they have made all reasonable attempts to secure a maximum loan taking into account their total income and where appropriate that of their spouse/partner.
- 5.2.5 The net proceeds, if any, of the sale of property in the old area has been disclosed and taken into account when assessing the need for an advance. If the property in the old area has not been sold at the time of application, an estimate of the selling price, based on current market values, may be used. Where this is done, the amount of the advance should be regarded as provisional and subject to adjustment, if necessary, when the selling price is known. The net proceeds of the sale will be the sum remaining after the expenses of sale and any outstanding loan on it have been met from the price obtained.
- 5.2.6 Prior to obtaining the loan the employee shall be required to provide an acknowledgment of the debt and be required to sign an undertaking to repay it on demand, after reasonable notice has been given, in any circumstances where:-
- (a) the property for which the advance was made is sold; or
 - (b) the employee leaves the service of the Trust and is not taking up a further appointment with an employing authority which has agreed to take responsibility for the loan. The employee is responsible for arranging any such transfer.
 - (c) the arrangements for the purchase of the property for which the advance was made fails; or
 - (d) the employee fails to make the repayments of the advance regularly on the due date.
- 5.2.7 The period allowed for repayment of the advance of salary shall not exceed ten years or the date of the employee's minimum age of entitlement to pension should this be less than ten years. The Trust will inform the employee, in writing, when an advance is made, the precise period over which it will be recovered and will require the employee to sign an agreement to facilitate the recovery of the loan from the employee's salary over the requisite period of repayment.
- 5.2.8 The interest rate to be applied to the loan will be determined by the Trust at the time the application is made.

5.3 Bridging Loan

- 5.3.1 The Trust will consider the reimbursement of interest on a bridging loan where it is satisfied that the employee has acted reasonably in electing to purchase a house in the new area in advance of having sold their property in the old area.
- 5.3.2 Reimbursement will be made in full for up to six months and may be continued beyond this if the Trust is satisfied that the employee is making every effort to sell at a reasonable figure but is encountering exceptional difficulties in completing the sale. In these circumstances alternative financial provisions considered reasonable and prudent may be made at the discretion of the Trust.
- 5.3.3 Reimbursement may be made only to the extent that the charges do not exceed the reasonable cost of arranging such finance from normal commercial sources.
- 5.3.4 The following interest charges (net after income tax relief where allowable) may be reimbursed:
- (a) Interest on a bridging loan not exceeding the estimated selling price of the old property; or
 - (b) Interest on a proportion of a bridging loan not exceeding the estimated selling price of the old property; or
 - (c) Interest on a limited bridging loan and interest on the old mortgage where a particular lender insists that the mortgage may not yet be redeemed.

5.4 Legal and Other Expenses

5.4.1 *Vouched legal and other expenses*

When householders buy a house because of the new appointment and it is the first permanent unfurnished accommodation occupied in the new area, or sell a house in which they were living immediately before the new appointment, they may be entitled to reimbursement of all reasonable vouched legal and other expenses.

5.4.2 Expenses for house purchase may include:

- Solicitors Fees
- Stamp Duty
- Land Registration Fees
- Incidental Legal Expenses
- Expense in connection with mortgage or loan, including guarantee and survey fees (but excluding interest)
- The cost of a private survey
- Electrical wiring test
- Drains Test

5.4.3 Expenses for house sale may include:

- Solicitors fees, including legal expenses incurred on the redemption of a mortgage
- House agents or auctioneers fees

5.4.4 Where an employee incurs expense by way of legal costs, survey fees, etc., in relation to a proposed purchase which does not take place, such expenses may be reimbursed at the Trust's discretion. In exercising this discretion as to whether to reimburse such expenses, the Trust will satisfy itself that the employee was in no way responsible for the abandonment of the transaction and has acted reasonably in the circumstances.

5.5 Journey to take up appointment

The transport cost of one journey from the old to the new home may be met for employees and their dependants, not exceeding the amount actually incurred. If a private vehicle is driven, the public transport mileage rate will be paid. The Trust will require receipts and will pay up to the actual cost incurred, based on standard fares.

5.6 Removal of Furniture and Effects

5.6.1 An estimate of the cost of the removal should be approved by the Trust before the removal of the employee's furniture and effects.

5.6.2 When furniture is to be removed by contractors, three competitive tenders in writing should be obtained wherever possible and submitted to the Trust. While employees are at liberty to accept a tender other than the lowest, reimbursement will be restricted to the amount of the lowest tender except for good reasons to the contrary. 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, for which provision is included within the Resettlement Allowance.

5.6.3 The approved expenditure to be reimbursed 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 cycles and heavy but ordinary articles of furniture or garden equipment but if the removal of some special items (e.g. a piano) involves special arrangements, the extra expense of the special arrangement should be met by the employee. Livestock or animals, other than domestic pets, should be conveyed at the employee's own expense.

5.7 Supervision of Removal

Where it is necessary for employees to make a return visit to superintend removal from their previous home, the Trust will grant up to three days paid leave. No expenses will be paid.

5.8 Continuing Commitments Allowance

5.8.1 Where the Trust provides accommodation free of charge, a continuing commitments allowance will not be paid.

5.8.2 Employees who unavoidably incur regular expenses in respect of accommodation occupied in the new area, concurrently with accommodation expenses in the old area, shall be given assistance with such expenses subject to the Trust determining the maximum level of this assistance.

5.8.3 In all cases payment of the allowance shall be made for up to three months. Payment may, at the Trust's discretion, be continued beyond this period if the Trust is satisfied that the employee is making every effort to terminate liability in the old area but shall not continue in any case for more than twelve months.

5.8.4 A Continuing Commitments Allowance will not be payable when an employee is in receipt of assistance towards the expenses of a bridging loan.

5.9 Resettlement Allowance

With regard to the particular circumstances of each individual employee and in the view of the expenditure actually incurred, the Trust may make a single payment not exceeding £500 for additional expenses arising as a result of the move.

MEDICAL PRACTITIONERS IN TRAINING

- 1 Practitioners in Training will be subject to the provisions of Section 26 of the General Council conditions of service as provided for under these arrangements.
- 2 Practitioners who unavoidably incur regular expenses in respect of accommodation occupied in the new area, concurrently with accommodation expenses in the old area shall be given assistance with such expenses subject to the conditions listed in paragraph 5.8 of this circular.
- 3 In situations where free accommodation is provided by the employer, paragraphs 5.8.2 to 5.8.4 will not apply. However, the employer will also pay to the employee resident within Northern Ireland the cost of one return journey per week to their permanent home.
- 4 Alternatively, if the employee chooses to travel from the hospital where they are employed to their permanent home they will be paid traveling expenses (subject to the monthly financial limit of the cost of appropriate Health Service accommodation plus the cost of one return journey per week).
- 5 An employee who declines free Health Service accommodation and chooses to make a private arrangement will be reimbursed on the basis of the lesser of the following alternatives:-
 - (a) the cost of the private arrangement plus one return journey per week to their permanent home in Northern Ireland.
 - (b) the actual cost of appropriate Health Service accommodation plus one return journey per week to their permanent home in Northern Ireland.
- 6 Travelling expenses in respect of the above paragraphs will be paid at Public Transport Rate. For practitioners not resident within Northern Ireland, the employer will exercise its discretion on assistance with travelling expenses.

REMOVAL EXPENSES FOR LOCUMS

Removal Expenses are not payable to practitioners taking up locum appointments, except in the case of practitioners initially engaged for one year or more in the circumstances described in the following paragraph.

Where the Trust grants leave without pay to a practitioner to permit him to accept a short-term appointment of not more than 3 years in an overseas university or other position of similar standing, the vacancy so created may be filled by another appointment for a limited period.

WESTERN HEALTH AND SOCIAL CARE TRUST

APPLICATION FOR REMOVAL EXPENSES

1. Name: _____

Present Grade: _____

Present Employing Authority: _____

Present Address: _____

Asking Price of Property Owned: _____

2. New Grade with Western Health and Social Care Trust: _____

Date of Appointment to New Grade: _____

Address of Proposed New Property: _____

Purchase Price of New Property: _____

I understand that reimbursement will be based on my Trust's provisions and that the limit of assistance is £10,000. I undertake to provide any information requested by my employer in support of any claim for reimbursement.

I also undertake that in the event of leaving the service of my employer within a period of 2 years from the date of my appointment, I will repay the whole or part of any allowances paid to me under the provisions of this circular.

I declare that I have received a copy of the Removal and Associated Expenses Provisions and that the information given above is correct and that I hereby apply for Removal Expenses.

This undertaking is valid to: _____

Applicant's Signature: _____

Date: _____

Your entitlement to Removal Expenses is subject to the criteria laid down in Section 26 of the General Terms and Conditions of Service

FOR PERSONNEL USE:

Approved

By:

Designation:

Date:

—

Letter of Approval Issued: YES/NO Date:

FOR FINANCE USE: