

## **NHS EDUCATION SOUTH WEST**

### **RELOCATION GUIDANCE**

for

**TRAINING GRADE MEDICAL AND DENTAL STAFF**

Valid for all contracts effective from 1 August 2007 onwards

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for

**TRAINING GRADE MEDICAL AND DENTAL STAFF**

**Valid for all contracts effective from 1 August at 2007 onwards**

**IMPORTANT TO NOTE: The guidelines below are not necessarily intended to cover fully the costs of moving house but to provide reasonable assistance to complete a training programme that may consist of a number of different placements across a wide geographical area.**

**Relocation Expenses (including excess mileage) are at the discretion of the employing Trust and trainees must discuss eligibility with the Trust's Medical Personnel Specialist or specified person within the Trust, prior to taking up appointment and making any claim.**

**Please note the maximum expenses that can be claimed under this policy is £8k for the whole of the rotation.**

**1. INTRODUCTION**

1.1 These guidelines are effective from 1 August 2007 and replace all other relocation guidelines issued in respect of doctors in training whose contracts of employment commence on 1 August 2007 onwards. They apply to all hospital doctors and dentists holding substantive contracts whose training is funded in whole or in part via the agreements between SHAs and Trusts for Postgraduate Medical and Dental Education, in accordance with EL(92)63, i.e.:

- ◆ Foundation Year 1 Trainees
- ◆ Foundation Year 2 Trainees
- ◆ Specialist Training Registrars (ST1 upwards)
- ◆ Senior House Officers
- ◆ Specialist Registrars (including LATs)
- ◆ Fixed Term Specialty Training Appointments (FTSTA's)

1.2 This includes the posts above where educational approval has been given by both the Postgraduate Medical Education & Training Board (PMETB) and the SHA.

1.3 The guidelines are intended to ensure consistency of approach across the South West for the above grades. The aim of these guidelines is to provide assistance to doctors in training who are required to move home in order to take up a post on a training programme.

1.4 The Postgraduate Deans wish to encourage Trusts to follow the guidelines to maintain this consistency of approach. However, it is recognised that, as the employers of training grade doctors, they may choose to incorporate these guidelines as Trust policy as they stand, to adapt the guidelines to suit

themselves, or to follow the Trust's own relocation policy. Where this is the case the Trust must ensure agreement through the Local Negotiating committee or its equivalent is documented to avoid potential grievances.

- 1.5 Where a Trust agrees to adopt this guidance full support and training will be provided by the SHA or its successor body.

## **2. GENERAL CONDITIONS**

- 2.1 The Trust will reimburse expenses to the extent necessary to provide accommodation of an equivalent standard and status as in the old area subject to eligibility (see Section 3).
- 2.1.1 For moves from rented to rented accommodation, the Trust will only reimburse removal of effects only and legal costs (equivalent to establishing a tenancy locally)
- 2.1.2 For "first time buyers", the costs of removal of effects only.
- 2.1.3 For owner occupier to owner occupier, assistance will be given for relocation including excess mileage (practitioner must both sell the property in the former area as well as purchase a property in new area)
- 2.2 Reimbursement should not be made until the practitioner takes up the appointment. Original receipts will be required as proof of outlay against authorised expenditure. Reimbursement will not be made to third parties.
- 2.3 Claims for expenses in connection with the removal of effects must be made within 3 months of the incurring authorised expenditure.
- 2.4 The property for which reimbursement of removal and associated expenses is to be made should be broadly comparable standard (in terms of present housing arrangements (i.e. rented or owner occupied, number of rooms, semi-/detached – not absolute cost) to that occupied in the area of previous employment. Should that not be the case, reimbursement would normally be made as though the new property was similar to the old.
- 2.5 Relocation Expenses are reasonable costs incurred in relocation as described in Section 6.
- 2.6 To claim reimbursement of appropriate and reasonable relocation expenses actually incurred as a result of taking up the new post, where the move is in the interests of the service and has been agreed with the initial employing Trust/base hospital, the following criteria must apply:
  - a) The new post is greater than 40 miles, one way direct route, from the location of the claimant's previous NHS base or home whichever is the nearer (RAC mileages will apply for reimbursement purposes on the fastest route possible) ; or
  - b) the post requires an out of hours emergency on-call services and the post-holder to live within 30 minutes driving time or 15 miles of their base hospital; or

- c) such other factors, taking into account out of hours or on-call commitments and local Trust policy for other medical staff
- 2.7 You are responsible for agreeing in writing any expenditure **IN ADVANCE** with the Employing Trust, in accordance with these guidelines. You must indicate your need to claim relocation expenses including excess mileage and complete application forms **WITHIN THREE MONTHS** of taking up appointment with each employing Trust. Applications submitted after start date and claims submitted after 3 months will not be accepted. There will be no exceptions to this.
- 2.8 Your expenses will not be reimbursed unless official receipts support them or other relevant documentation. You should supply 3 quotes for solicitors, removals and estate agents and the authority will pay the lowest of the 3 quotes.
- 2.9 You will be required to sign an undertaking (Those claiming full relocation expenses) that you may be required to repay a proportion of any relocation expenses received if you leave your training programme within 24 months of the contract period training programme. The proportion will be according to that element of your contract of employment you have worked to the full length of that contract of employment/training programme.
- 2.10 No payment of relocation expenses will be made until you commence in post.
- 2.11 Your entitlement to relocation expenses for house sale and purchase will be dependent upon the move being completed within twelve months of taking up your new post. It is the responsibility of the practitioner to ensure that the employer is notified of any difficulty otherwise the Trust may refuse to reimburse you for any expenses incurred.
- 2.12 You must tell your Employing Trust if your partner/spouse is eligible to claim relocation expenses (NB This applies to spouses/partners who are both within NHS and outside NHS) At the discretion of the Employing Trust, you may still be granted a reduced package but you cannot claim twice for the same expense.

**Form 1 must be completed before any payments can be processed. The completed form should be returned to the appropriate Medical Personnel Manager (see Appendix 1 for contact details) within 3 months of start date before committing to any expenditure.**

### 3. ELIGIBILITY

- 3.1 Financial assistance may be granted to practitioners, who as a result of their appointment, need to move their home.
- 3.2 Eligibility for payment of relocation expenses will take account of the following criteria :
- 3.2.1 **Only if you satisfy one of the criteria set out in Section 4 - Base Hospital and the Employing Trust agrees a move of home is required.**

- 3.2.2 You are a current owner occupier and are selling a property to take up appointment in the new area and you are purchasing a property in the new area as an owner occupier.**
- 3.2.3 The location of the new home will be subject to the approval of the Employing Trust.**
- 3.2.4 Grade of practitioner and length of contract (see Section 5 - Entitlement According to Grade for further guidance)**
- 3.3 At the discretion of the Trust overseas doctors and doctors from the EEA may be entitled to claim purchase expenses if they can prove that they have owned and sold property in their own country within the last 6 months. Practitioners will also have to provide evidence of occupation of the property within 6 months.
- 3.4 Those appointed via inter Deanery transfer will not be entitled to relocation expenses.

#### **4. DESIGNATION OF BASE HOSPITAL**

- 4.1 The location of the base place of work will be stated when both offering a placement on the training programme and offering of an appointment to a rotation and this should be recorded in the practitioner's confirmation of placement/offer of appointment letter. All decisions in this respect, including any subsequent change to the base should only be made with agreement of the practitioner, the SHA and TPD).
- 4.2 In most cases the base place of work will be where the majority of time and/or work is spent, although there may be local circumstances where both the employers and practitioners may wish to reach an alternative agreement. For rotations, considerations may include the geography of the area encompassed, and the base place of work will not necessarily be the first place of work on the rotation. For example, should the practitioner have a home convenient to the place of work in which the second or subsequent post in the rotational appointment is to be held, the practitioner may elect to travel the extra distance to the place of work in which the previous post or posts are held, and agree the subsequent place of work as their base place of work.
- 4.3 Due to the rotational nature of the training programme, approval may be given to reimbursement of removal expenses for more than one relocation however in such circumstances the SHA will confirm this in the offer of appointment. This move will be subject to the eligibility criteria outlined earlier, and the designated base place of work may change as a result. Normally it will be possible to complete most rotations with one house move at most within the rotation. However, it is accepted that certain rotations require moves at greater distances due primarily to the limited amount of opportunities for training. In these very exceptional circumstances additional moves of house will be considered by a review panel for reimbursement on a case by case basis. Please note that your request for a review may be rejected on the grounds that it is not a special case and therefore you must not commit to any expenditure until you have received written notification that your request for a review has been successful.

It is expected that the review will take approximately 15 working days from the receipt of the documentation.

## **5. ENTITLEMENT ACCORDING TO GRADE**

### **5.1 Appointments of 12 months and under**

Expenses of removal of effects plus travelling expenses to take up post at the discretion of employing Trust if you are moving into the area.

### **5.2 Appointments of over 12 months and up to 2 years**

Trainees appointed to these grades may be entitled to relocation expenses of up to a maximum of 50% of the full relocation package subject to eligibility and subject to the full 2 years being based in the area. (i.e. an F1 offered a 2 year appointment must be completing the 2 years in the same Foundation School to qualify).

### **5.3 Appointments over 2 years**

Trainees appointed to these grades in posts of more than 2 years may be entitled to relocation expenses up to the maximum of £8,000 subject to eligibility.

### **5.4 Specialist Registrars (SpRs) and Specialty Training Registrars (StRs) appointed to training rotations**

Trainees appointed to these grades may be entitled to relocation expenses in accordance with the guidelines.

### **5.5 TRUST GRADE or Clinical Fellows or other non recognised Trust posts Appointments – including Locum Appointments for Service (LAS).**

These guidelines do not apply to Trust Grade appointments. For Trust Grade appointments please refer to the Trust Policy. Any expenses are at the discretion of the employing Trust.

## **6. SUMMARY OF RELOCATION EXPENSES ALLOWABLE IF YOU SATISFY THE CONDITIONS ABOVE**

All expenses claims must include original receipts.

### **6.1 Allowances during search for accommodation:**

6.1.1 These are payable when your family have remained behind in the old home whilst you are seeking suitable family accommodation in the new location.

6.1.2 The subsistence allowance will be the long-term night allowance as provided in the Whitley Council.

6.1.3 You will be required to provide evidence (i.e estate agents details etc) to confirm that you are making every effort to obtain suitable family accommodation in the new location.

6.1.4 The allowances will be paid for up to six months from the date of your commencement. At that time, you will be required to submit a case for an extension of payment for consideration by the Employing Trust. If an extension is granted, further reviews will be undertaken at three monthly intervals. The maximum period of payment will be one year, but may be extended at the Employing Trust's discretion.

6.2 Legal and other expenses connected with the sale and purchase of accommodation, or any unsuccessful bona fide attempt to purchase, such as:

House Purchase

- ◆ Solicitors' fees
- ◆ Estate agents' or auctioneer's fees
- ◆ Finders fees
- ◆ Stamp duty
- ◆ Land registration fees
- ◆ Survey fees
- ◆ Incidental legal expenses

House sale

- ◆ Solicitors' fees
- ◆ Estate agents' or auctioneer's fees
- ◆ \*Incidental legal expenses including insurance of good in transit

Other Expenses

- ◆ \*Travelling expenses in connection with the move
- ◆ \*Subsistence expenses in connection with the move
- ◆ Continuing commitments allowances

*and VAT where applicable on any of the above*

\*Denotes expenses reimbursable when moving from rented property

Excluded expenses

The following expenses will be excluded

- ◆ Interest on bridging loans
- ◆ Increase in insurance premiums
- ◆ Redemption fees

6.2.1 Claimants who are buying their first property or those who are not selling can only claim removal of effects plus travelling expenses to take up post

6.2.2 Doctors who have had a break between selling and buying a property for legitimate reasons may be eligible for a relocation package if these are substantiated. **This applies to doctors who have sold their property in the previous area before completing the purchase of a property in the new area and have had to rent temporary accommodation before the sale has been completed. The practitioner must have been an owner occupier at that property. In all cases the agreement of the SHA must be sought.**

- 6.2.3 Expenses incurred in settlement payment of tenancy fees when moving from rented accommodation to rented or owned may be considered where you are selling your home. The cost of rented accommodation may be claimed up to the limit set out in paragraph 7.2 whilst the old property remains unsold (evidence that the old property is not been rented out will be required)
- 6.2.4 Reimbursement of bridging loan charges will not be met in any circumstances.
- 6.2.5 Payments to cover negative equity and redemption fees in connection with your mortgage will not be met in any circumstances.
- 6.2.6 Reimbursement of purchase expenses will be limited by reference to the following:
- (i) The purchase price of a residence considered similar in standard to the old property and not an improvement. Where there is disagreement over the outcome of any comparison, a local estate agent or other independent valuer acceptable to both parties will be asked to adjudicate.
  - (ii) With the agreement of your new employer, you may claim return travelling expenses and subsistence at General Whitley Council rates for you and your family to visit the new area and search for accommodation prior to taking up the new post.

### 6.3 **Removal and storage of furniture**

- 6.3.1 You will be reimbursed any reasonable costs (as agreed with the authorised officer prior to commencement) connected with:
- (i) removal of your normal household furniture and effects from the old to the new home including insurance of goods in transit.
  - (ii) three competitive quotations should be obtained for removal and you will normally be reimbursed the lowest cost of the three. If you use a self-drive van, reimbursement of the rate of hire and fuel will be made **if supported by receipts.**
  - (iii) storage of furniture and effects for an agreed period which will be subject to review by the appropriate Trust.

## **7. CONTINUING COMMITMENTS ALLOWANCE**

- 7.1 Whilst the old property remains unsold, reasonable accommodation costs maybe reimbursed. (Claimants must be in the process of selling their property in the old area to be eligible and provide continuing evidence).
- 7.2 Reimbursement for continuing commitments should normally be for the lower of the monthly mortgage on the old property and the monthly mortgage/rent on the new property:

- ◆ the basic rental costs for reasonable temporary accommodation (excluding heating, lighting and water).
  - ◆ travelling expenses for visits home at public transport rates at reasonable intervals to supervise the old property (as a guide, two visits home per month)
  - ◆ Council Tax can be reimbursed if you can show you have tried to have the tax in the old area cancelled but have been unsuccessful.
- 7.3 The allowances will be paid for a maximum of one year or until the old property is sold, whichever is the lesser period.
- 7.4 At intervals of three months from the start of the allowance, the Employing Trust will review your case and will only continue payment if satisfied that you are making every effort to sell your property. This will include price reductions, if appropriate.
- 7.5 The maximum allowance will be the equivalent of the Whitley long-term subsistence rate for the period covered.

## 8. ROTATIONAL POSTS

- 8.1 You will be allowed only one relocation of permanent home on your training rotation that will be within 40 miles of the “base” hospital either as your initial move, or a subsequent move as part of your training rotation. This will be detailed in your letter offering you the training programme.
- 8.2 Your “base” hospital for a rotational post will be confirmed by the SHA in writing. If your existing home is within 40 miles of one of the hospitals on the rotation, but not the one at which you will commence the training programme, you will not have to move house.

### **8.3 EXCESS TRAVELLING EXPENSES**

- 8.3.1 These expenses are payable **only** where a move to another hospital on the rotation would justify moving home and relocation expenses being paid, but the trainee elects to travel the extra distance. **In circumstances where the Trust would not agree to reimburse relocation expenses, excess travelling expenses are not payable.** Excess mileage is the difference between home to base and home to hospital with the lesser being reimbursed. Reimbursement is at public transport rate in line with inland revenue requirements.
- 8.3.1 These expenses are included within the overall maximum allowance of £8,000 for the entire rotation and will only be reimbursed where the practitioner has not already claimed up to the maximum at any hospital on the rotation. Where a trainee has already received the maximum £8,000 allowance, excess travelling expenses will **NOT** be reimbursed.
- 8.4 When a rotation to a peripheral unit would otherwise justify a move of home and the distance is too far to commute daily and you have a permanent residence in the “base” area, you may claim reasonable temporary

accommodation costs in the peripheral unit. "Reasonable" accommodation costs are the rent charges on accommodation of a reasonable standard, taking into account your standard of accommodation in the "base" area and family situation.

- 8.5 If as part of the RITA process, (RITA D or RITA E) it is necessary because of individual training requirements for a Specialist Registrar (SpR) or Specialty Training Registrar (StR) to change rotations from that to which they were initially appointed, the individual may be entitled to an additional allowance with the agreement between the Trust and the Postgraduate Dean.

Agreement to this must be sought prior to taking up the post.

## 9. AMOUNT PAYABLE

- 9.1 The maximum payable under these guidelines for relocation for the whole training programme/rotation including costs of temporary accommodation and excess mileage is £8,000. **This includes all associated costs in sections 6, 7 and 8. \*(i.e. If you claim £8,000 to move into South West or any other Deanery as part of the rotation you cannot then claim any further relocation expenses including excess mileage).**

In accordance with the Inland Revenue Regulations excess mileage (excess travel) is taxable and deducted at source.

**NB: Reimbursement of removal and associated expenses will be subject to tax and National Insurance contributions in accordance with Inland Revenue Regulations. This is only applicable for rent and travel and not any other expense.**

## 10. REVIEW OF CASE

- 10.1 Should a trainee believe that they have extenuating circumstances that make a further claim for removal expenses appropriate while they are on their training rotation necessary then they will need to apply to have their further application considered by a formal review of case set up by the SHA. To make such an application please submit your case in writing with supporting documentation to your Trust Medical Personnel Manager.
- 10.2 The paper review will be undertaken by a member of the SHA who will take the matter up with the SHA and a 2 Medical Personnel Manager's within the SHA area who have not been involved in the case.
- 10.3 A recommendation will then be made to the Trust by the SHA as to whether or not the application is supported within 28 days of application being submitted to SHA.

## 11. RIGHTS OF APPEAL

- 11.1 Employing Trusts should be aware that an individual trainee who feels that he/she has been unfairly treated in relation to removal expenses provisions may pursue this matter as a grievance in accordance with the relevant Employing Trust's Grievance Procedure.

## **12. GUIDANCE AND INTERPRETATION**

- 12.1 Any guidance or interpretation of these guidelines should be raised with the Employing Trust's Medical Personnel in the first instance.

## **13. REVIEW**

- 13.1 These guidelines have been drawn up in consultation with the BMA and will be reviewed as and when necessary but at least every two years. Any changes will be made after full consultation with the appropriate bodies, including the BMA.

**This guidance has been agreed and reviewed with the BMA.**

**Implementation Date: 1 August 2007**

**Review Date (review to be arranged by NHS South West): 1 April 2008**