

# Relocation Policy



<b>Approved by:</b>	The Trust Board	<b>Date:</b> September 2020
Recognised unions have been consulted on this document via the Unity Schools Partnership Joint Consultation and Negotiation Committee. It was accepted by Unity Schools Partnership on:		<b>Date:</b> September 2020
<b>Last reviewed in:</b>	September 2020	
<b>Next review due by:</b>	September 2021	

Contents

1. Introduction .....3

2. Scope.....3

3. Conditions .....3

4. Financial Support for Relocation .....4

5. The Relocation Claims Process .....4

6. Relocation Expenses .....4

7. Recovery of Relocation Expenses .....5

8. Equality.....5

9. Communication and Training .....5

Further Advice .....8

## **1. Introduction**

Unity Schools Partnership aims to recruit the most talented individuals. This policy is intended to support this aim by providing assistance to new employees who have to relocate to take up a post within the Trust.

In support of our strategic goal to attract, recruit and retain the best talent, the Trust offers a relocation package to support employees who are required to relocate in order to take up employment or a new role within the Trust.

The relocation package is offered to an employee in connection with a change in their main residence.

The relocation package is available in the form of a contribution towards costs incurred, and is designed to be flexible, allowing staff to use the financial support available in the way that will be most helpful to them.

Expenses and benefits applicable to employee relocation are provided by the Trust in compliance with HM Revenue & Customs technical guidance and obligations for tax and National Insurance.

## **2. Scope**

Employees will qualify for relocation assistance if they meet the eligibility criteria which will normally be as follows:

- All staff who are required to relocate in order to take up employment or a new role:
  - Senior Manager posts on permanent contracts
  - Teaching shortage areas as identified by the DfE on permanent contracts
  - Where there are clearly identified difficulties in recruiting to a specific area or academy on permanent contracts.
- All staff who currently live outside of what is a reasonable travelling distance, this would normally be 75 miles from their base location and move within 25 miles of their new base location, with the new home becoming their permanent place of residency.
- The employee must reside at the new property for over 50% of their time.

## **3. Conditions**

A business case is submitted and approved by the Trust Finance and HR Director in all cases.

Employment would need to commence and successful completion of the probationary period, before any claim is made.

There is only one relocation package permitted per household.

Claims should be in accordance with the HM Revenue and Customs rules for the exception of tax and national insurance liability i.e. before the end of the tax year following that in which the new employee takes up the new appointment.

Eligible staff will be offered, in writing, a relocation package and will be asked to sign to confirm their acceptance of those terms.

#### 4. Financial Support for Relocation

Financial support can be claimed up to 10% of starting salary, to a maximum of £8,000.

The actual figure must be agreed in advance of the offer of employment, by the Trust Finance and HR Director.

The payment will be made by the central Finance Team and costs will be borne by the relevant academy or central team department making the appointment.

#### 5. The Relocation Claims Process

All claims must be supported by original receipts and evidence that the appointee has moved to take up their appointment.

The expenses must be approved by the Trust Finance and HR Director.

Employees will be expected to pay any relocation amounts in the first instance themselves. Original receipts must be provided with the claim (credit card receipts or bank statements are not permitted).

Expenses will be paid through the normal Trust expense system.

#### 6. Relocation Expenses

The qualifying conditions are known as the qualifying expenses and benefits :-

1. The employee's **reason for relocation** must be one of the following:
  - a. the employee starting a new job with you
  - b. a change in their employment duties
  - c. a change in the place where their employment duties are normally carried out
2. The expenses and benefits must **fall into one of the six categories below**:
  - a. the employee's sale of their old residence
  - b. their purchase of a new residence
  - c. transporting the employee's belongings to the new residence
  - d. associated travel and subsistence costs
  - e. domestic goods for the new premises
  - f. bridging loans
3. There is a **time limit**. To qualify, the expenses must be incurred or the benefits must be provided before the end of the tax year after the one in which the employee's circumstances changed (as outlined in the first step of this list).
4. The employee's new residence must be within reasonable daily **travelling distance** of their new normal place of work usually 45 miles, and their old residence must not be within reasonable daily travelling distance of the new normal place of work i.e. more than 45 miles or more than one hour travelling time from the main base for working within the Trust.

5. Neither they nor their partner is in receipt of a relocation package from another organisation.
6. Any claim must be made within two years of joining the Trust and while still in its employment.

A relocation expense or benefit is 'non-qualifying' if it doesn't meet the four sets of qualifying conditions outlined above.

Examples of non-qualifying expenses and benefits include:

1. mortgage or housing subsidies for an employee moving to a higher-cost area
2. mortgage interest payments for the employee's existing home
3. compensation for any financial loss to the employee on the sale of their home
4. compensation for other losses, such as penalties for withdrawing a child from school without sufficient notice
5. re-direction of mail
6. Council Tax bills

For information on tax treatment of relocation benefits is available from HM Revenue & Customs website, which can be viewed at <http://www.hmrc.gov.uk/payerti/exb/a-z/r/relocation.htm>

## 7. Recovery of Relocation Expenses

The Trust reimburses relocation expenses on the condition that the recipient does not choose to leave the employment of the Trust within a three-year period. If the recipient does leave within three years the Trust will recover payments on the following basis:

Leaving in	Payment recovery
Within one year of appointment	100%
Within two years but more than one year's appointment	67%
Within three years but more than two year's appointment	33%

Any monies owed at the date of leaving will be deducted from the final salary payment.

The recipient will be asked to sign up to these terms in their letter of agreement or invoiced if there are not sufficient funds available to cover the amount owed.

## 8. Equality

This policy has been produced with the aim of supporting the Trust's overall strategy to embrace equality and diversity welcoming individuals from all backgrounds.

## 9. Communication and Training

Training will be provided, as appropriate to ensure all individuals have the knowledge, skills and experience necessary to implement and operate this policy.



**Appendix A: Outline letter of acceptance**

**Personal/location details**

Name:		Central Team/Academy:	
Post:		Start date:	
Address:			
Relocation support:			

I, the above named, confirm that I have read and understand the Unity Schools Partnership's Relocation Policy and accept the relocation expenses financial support offered to me under the terms of the policy. I confirm that if I leave the Unity Schools Partnership's employment within 3 years of appointment I will repay to the Trust on demand, in line with section 7, the expenses paid to me. I agree to the deduction by the Trust of any outstanding sums from my final salary payment.

Signature: .....

Date: .....

## Appendix B: Business Case Template

Role:	
Amount (Maximum £6,000):	
Justification:	
Requested by:	
Academy/Central Team:	
Job Title:	
Signed:	Date:
Authorise by the Trust Finance & HR Director	
Signed:	Date:
Authorised by the CEO	
Signed:	Date:

### Further Advice

If any staff, contractor or visitor requires any further information regarding this policy or support they should either ask their Headteacher **or** contact the HR Helpdesk at [hrhelpdesk@unitysp.co.uk](mailto:hrhelpdesk@unitysp.co.uk) or telephone 01440 333401.