


## Relocation Assistance Policy

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# Ownership and Control

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## 1. Introduction

This policy sets out the Sigma Trust's provisions regarding relocation. Relocation assistance may be given by the Trust to help with out-of-pocket expenses incurred when an employee relocates as a result of commencing their employment with the Trust.

Relocation assistance is discretionary. It is not a contractual entitlement and would normally be included within an identified recruitment advert. The organisation reserves the right to withdraw it at any time.

## 2. Scope

The Sigma Trust is committed to recruiting high calibre staff and making our Trust an attractive prospect for outstanding Teachers, Leaders and Support Staff. The aims of this policy are:

- To support additional policies in place, such as the Recruitment Policy
- To support the Trust's Mission, Vision and Values
- To ensure the Trust is fully compliant with Her Majesty's Revenue and Customs (HMRC) rules
- To ensure that payments are fair and justified.

## 3. Roles and Responsibilities

- 3.1 The Sigma Finance Team is responsible for ensuring that any and all relocation assistance claims are dealt with in line with HMRC guidelines.
- 3.2 The Sigma HR and Finance Teams will work with Headteachers\* to determine where a relocation assistance package can be offered as part of a recruitment campaign and authorised by the relevant Officer.
- 3.3 The Headteacher must justify the need and reason for all applications in relation to this policy.
- 3.4 The Sigma HR Team will be responsible for the day to day implementation and management of the policy
- 3.5 The Sigma Finance Team will be responsible for the processing of claims through to payment

*\*The term 'Headteacher' is used to identify the most senior employee within each Sigma institution, who may be referred to locally as Executive Principal, r Principal or CEO*

#### **4. Eligibility**

- 4.1** If relocation assistance has been approved for a particular post, this will be confirmed in writing to the successful candidate in the Conditional Offer of Employment.
- 4.2** To be eligible for relocation assistance, the employee must:
- Be moving from a residence which is more than 40 miles from their new place of work.
  - Relocate to a new residence less than 25 miles away from their new place of work.
  - Ensure that the new residence is the employee's main residence.
  - Not have claimed under the scheme before.
  - Have been offered a permanent appointment.
  - Not already be working within the Trust
- 4.3** Any employee making a claim under this policy must not assume that the claim will be paid, until their claim has been approved.

#### **5. Amount of Financial Assistance Available**

- 5.1** The maximum reimbursement will be £8,000 in relocation assistance costs. This amount may vary:
- a) For school based teaching or support staff: at the discretion of the Headteacher.
  - b) For Headteachers and Central Staff: at the discretion of the CEO.

In both instances, due consideration will have been made in respect of the circumstances of the recruitment for the post.

#### **6. Provision for Claims**

- 6.1** Eligible employees may claim for items which qualify for exemption of tax and Class 1A National Insurance Contributions (NIC) including, but not limited to:
- The cost of removal expenses and/or storage fees of household goods.
  - Insurance of household goods in transit or storage.
  - Legal costs associated in buying and/or selling a property to include estate agents fees
  - The cost of replacing limited domestic goods if they cannot be removed.
  - Cost of temporary living accommodation (up to a maximum of 6 months), where still financially responsible for previous residence.
  - Mortgage redemption and/or arrangement fees
  - Travel and subsistence costs of one trip for house-hunting by the employee and their immediate family.
- 6.2** Reimbursement will not be made for expenses which do not qualify for tax and NIC liability exemption in accordance with HMRC guidelines including:
- Mortgage or housing subsidies

- Interest payments for the mortgage on the employee's existing home.
- Re-direction of mail.
- Council Tax.
- New school uniforms for the employee's children.
- Losses such as Travel season tickets.
- Social or sports club memberships in the new area.
- Penalty for giving insufficient notice of a child's withdrawal from school.

## 7. Conditions of Payment

7.1 The following conditions will apply to all claims:

- Original invoices and/or receipts must be submitted along with a completed Claim Form (found at Appendix 1).
- Multiple claims can be made, providing the maximum agreed sum is not exceeded.
- Claimants must disclose any other source of relocation allowance, including that paid to any other member of their household. The receipt of any other relocation assistance/allowance will affect the amount granted.
- Entitlement to relocation assistance expires after 12 months of starting in the post.
- Claims must be submitted within 12 months of starting in the post and will be reimbursed by separate payment, outside of monthly salary.
- The reimbursement will be processed in a timely manner, and no later than the end of the tax year following the one in which the expenses were incurred.
- Any outstanding relocation assistance costs not claimed within 12 months of starting in the post will not be processed.
- The claimant will be required to remain in the employment of their initial place of work within the Trust for a period of three years from the date that employment commenced, otherwise a proportion of the assistance paid will have to be repaid, in accordance with section 8 of this policy.
- In the event of any question which may arise from a Claim for relocation assistance, the CEO's decision will be final.

## 8. Repayment of Relocation Assistance

8.1 Employees will be offered relocation assistance only if they agree to repay some, or all, of the amount given by the Trust in the event that their employment at their initial place of work within the Trust terminates for whatever reason within three years (36 months) of commencing employment at that place of work. The only exception to this will be if the reason for termination of the employee's employment is redundancy, ill health or disability. Those offered relocation assistance will be required to sign an agreement to this effect. The amount payable is reduced proportionally and is as follows:

Period of Service (from date of commencement of employment)	Amount to be repaid (as % of total expenses)
Leaving within 0-12 months	100%
Leaving within 13-24 months	75%
Leaving within 25-36 months	50%

**8.2** Where an employee leaves their initial place of work within the Trust during the timescales in the table above, the Central HR, Finance and Payroll Teams will work together to ensure the appropriate proportion of the relocation assistance is repaid. Either one of the Central team managers or the Headteacher will discuss repayment of the sum with the employee and will normally be via salary deductions before leaving employment, wherever possible. Any outstanding monies will be recovered in accordance with the Trust's debt recovery procedures.

## **9. Income Tax Legislation**

Any reimbursement made as part of this policy is exempt from income tax and national insurance contributions provided the expenses are within the categories of allowable expenses set by HMRC, and are incurred within the 12 months' time frame set out in point 7 of this policy and do not exceed the maximum agreed amount

## **10. Procedure for making a claim**

- 10.1** A claim must be submitted using the claim form (appendix 1) and sent to the Trust Finance Manager [finance@sigmatrust.org.uk](mailto:finance@sigmatrust.org.uk)
- 10.2** For audit purposes, the claim must be accompanied by appropriate documentation including proof of payment e.g. an official invoice and/or receipt and it must be clear from the documentation what the payment was for.
- 10.3** In the case of expenses relating to the sale or purchase of a property the final receipted Solicitor's completion statement must be submitted.
- 10.4** Multiple claims may be made (provided that the total amount does not exceed £8,000).

## Appendix A

### Relocation Assistance Claim Form

Please complete all sections of this form, ensuring all original invoices and/or receipts are attached - *failure to do so will result in the rejection of this claim.*

- Please be sure to give as much detail/clarification of the amounts claimed
- Please sign the declaration at the end of the form and submit it to the Trust Finance Manager, in the first instance by email to [finance@sigmatrust.org.uk](mailto:finance@sigmatrust.org.uk)
- Original documentation should be posted to the Central Finance Team at: Tendring Education Centre, Jaywick Lane, Clacton on Sea, Essex CO16 8BE
- **CLAIMS MUST BE RECEIVED WITHIN 12 MONTHS OF COMMENCING EMPLOYMENT**

Name:	
Sigma Place of Work:	
Date employment commenced:	
Job title:	
Former home address	New home address
Postcode	Postcode
	Telephone Number
Distance to new place of work: _____ miles	Distance to new place of work _____ miles

Please state whether you are claiming in respect of:

Sale only  Purchase only  Sale and Purchase



Allowable Expenses Category	Details of expenditure being claimed (Please explain fully what the claim is for)	Amount (Excl VAT)	VAT	Quotes and Invoice/ Receipt attached
Travel and subsistence costs of one house hunting trip.				
Cost of temporary accommodation/travel until move into new main residence.				
Fees connected with house sale or purchase/rental of new main residence, including stamp duty.				
Disconnection/connection of public utilities.				
Cost of moving /storing furniture and effects, including insurance of domestic belongings in transit or in store.				
Cost of replacing domestic appliances/goods.				
Maintenance, insurance and security of old residence whilst unoccupied pending disposal.				
<b>TOTAL</b>				

### DECLARATION

I wish to claim assistance with the costs of relocating which are allowable under The Sigma Trust Relocation Assistance Policy and I understand that I must meet the conditions below in order to be eligible.

*Please tick relevant box*

**I therefore declare that:**

- |   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| I previously lived more than 40 miles from my new place of work   | <input type="checkbox"/> | <input type="checkbox"/> |
| I have relocated to a new residence that is less than 25 miles away from my new place of work.  | <input type="checkbox"/> | <input type="checkbox"/> |
| The new residence is my main residence  | <input type="checkbox"/> | <input type="checkbox"/> |
| I have received an offer of permanent employment  | <input type="checkbox"/> | <input type="checkbox"/> |
| I am commencing employment having not transferred from another Sigma location   | <input type="checkbox"/> | <input type="checkbox"/> |
| Neither I nor any other members of my household have received relocation assistance from any other source (including another employer). | <input type="checkbox"/> | <input type="checkbox"/> |

- I also undertake to remain in the service of my initial place of work within the Sigma Trust, for a minimum period of three years from the date of appointment.
- I understand that in the event of my employment not continuing at my initial place of work within the Trust (other for reason of Redundancy, Ill-Health or disability) I will be required to repay a proportion of the total amount paid to me, as detailed in Section 8 of the Relocation Assistance Policy.
- I will notify the Academy Trust of any changes in circumstances, which may affect my eligibility for payments under this scheme.
- I understand and agree to be bound by the conditions of payment, as outlined in this Relocation Assistance Policy

Signed \_\_\_\_\_ Print name \_\_\_\_\_

Date \_\_\_\_\_ Contact telephone Number \_\_\_\_\_

Is this the final claim under the approved Relocation Assistance package?    Yes     No

Trust Finance Manager	Chief Operations Officer
Signed _____	Signed _____
Print name _____	Print name _____
Date _____	Date _____