

**TRUST-WIDE NON-CLINICAL POLICY DOCUMENT**

**CORPORATE TRAVEL AND  
 SUBSISTENCE**

<b>Policy Number:</b>	<b>HR24</b>
<b>Scope of this Document:</b>	<b>All Staff</b>
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<b>Lead Executive Director:</b>	<b>Executive Director of Workforce</b>
<b>Lead Author(s):</b>	<b>HR Business Partner &amp; Financial Accountant (Assurance)</b>

**TRUST-WIDE NON-CLINICAL POLICY DOCUMENT**

**2014 – Version 5**

**Quality, recovery and  
 wellbeing at the heart  
 of everything we do**

# TRUST-WIDE NON-CLINICAL POLICY DOCUMENT

## CORPORATE TRAVEL AND SUBSISTENCE

### Further information about this document:

Document name	<b>Corporate Travel and Subsistence Policy HR24</b>
Document summary	This Policy details the principals regarding Business Travel and Expenses and outlines the process and duties of Managers and Employees
Author(s) Contact(s) for further information about this document	<b>HR Business Partner &amp; Financial Accountant (Assurance)</b>
Published by Copies of this document are available from the Author(s) and via the trust's website	<b>Mersey Care NHS Foundation Trust</b> <b>V7 Building</b> <b>Kings Business Park</b> <b>Prescot</b> <b>Merseyside</b> <b>L34 1PJ</b> <b>Your Space Extranet: <a href="http://nww.portal.merseycare.nhs.uk">http://nww.portal.merseycare.nhs.uk</a></b> <b>Trust's Website <a href="http://www.merseycare.nhs.uk">www.merseycare.nhs.uk</a></b>
To be read in conjunction with	<ul style="list-style-type: none"> <li>• Equality and Human Rights Policy (HR10)</li> <li>• Standards of Business Conduct (F04)</li> <li>• Anti Fraud and Corruption Policy (F06)</li> <li>• Lease Car Policy (HR15)</li> <li>• Taxi Procedure</li> <li>• Agenda for Change Terms and Conditions of Service Handbook</li> <li>• The Contract of Employment</li> <li>• NHS Appointments Commission; Non-Executive Board Members Information Sheet No 01/04</li> <li>• Government Green Transport Plans: PPG13.</li> <li>• Medical &amp; Dental Terms &amp; Conditions of Service for Consultants Medical &amp; Dental Terms &amp; Conditions of Service for Speciality Doctors</li> <li>• Contract for Service re Contractors, agents, external consultants and representatives.</li> <li>• HM Revenue &amp; Customs; Company Cars – advisory fuel rates</li> </ul>
<b>This document can be made available in a range of alternative formats including various languages, large print and braille etc</b>	
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## Version Control:

Version History:		
Version 5	HR Policy Group	October 2014
Version 4	HR Policy Group	September 2014
Version 3	HR Policy Group	June 2013
Version 2	HR Policy Group	August 2012
Version 1	Trust Board	November 2010

## SUPPORTING STATEMENTS

this document should be read in conjunction with the following statements:

### SAFEGUARDING IS EVERYBODY'S BUSINESS

All Mersey Care NHS Foundation Trust employees have a statutory duty to safeguard and promote the welfare of children and vulnerable adults, including:

- being alert to the possibility of child/vulnerable adult abuse and neglect through their observation of abuse, or by professional judgement made as a result of information gathered about the child/vulnerable adult;
- knowing how to deal with a disclosure or allegation of child/adult abuse;
- undertaking training as appropriate for their role and keeping themselves updated;
- being aware of and following the local policies and procedures they need to follow if they have a child/vulnerable adult concern;
- ensuring appropriate advice and support is accessed either from managers, *Safeguarding Ambassadors* or the trust's safeguarding team;
- participating in multi-agency working to safeguard the child or vulnerable adult (if appropriate to your role);
- ensuring contemporaneous records are kept at all times and record keeping is in strict adherence to Mersey Care NHS Foundation Trust policy and procedures and professional guidelines. Roles, responsibilities and accountabilities, will differ depending on the post you hold within the organisation;
- ensuring that all staff and their managers discuss and record any safeguarding issues that arise at each supervision session

### EQUALITY AND HUMAN RIGHTS

Mersey Care NHS Foundation Trust recognises that some sections of society experience prejudice and discrimination. The Equality Act 2010 specifically recognises the *protected characteristics* of age, disability, gender, race, religion or belief, sexual orientation and transgender. The Equality Act also requires regard to socio-economic factors including pregnancy /maternity and marriage/civil partnership.

The trust is committed to equality of opportunity and anti-discriminatory practice both in the provision of services and in our role as a major employer. The trust believes that all people have the right to be treated with dignity and respect and is committed to the elimination of unfair and unlawful discriminatory practices.

Mersey Care NHS Foundation Trust also is aware of its legal duties under the Human Rights Act 1998. Section 6 of the Human Rights Act requires all public authorities to uphold and promote Human Rights in everything they do. It is unlawful for a public authority to perform any act which contravenes the Human Rights Act.

Mersey Care NHS Foundation Trust is committed to carrying out its functions and service delivery in line with a Human Rights based approach and the FREDA principles of **Fairness, Respect, Equality Dignity, and Autonomy**

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## 1. PURPOSE AND RATIONALE

- 1.1 As a public body the Trust has a duty to manage its resources efficiently and effectively. Mersey Care NHS Foundation Trust recognises the impact that travel can have on the environment and therefore acknowledges its role in maximising transport opportunities which both minimise carbon emissions and promote the most cost effective method of transport to employees undertaking official Trust business.
- 1.2 In line with the Government's 'Green Transport Plan', the policy also details a salary sacrifice cycle scheme and salary sacrifice car lease scheme offered by the Trust to promote healthier journeys to work and reduce environmental pollution.
- 1.3 The purpose and rationale of this policy is therefore to ensure that those travelling on Trust business do so in a manner which:
  - Ensures that the expenditure is appropriate;
  - Ensures cost effectiveness;
  - Promotes the reduction of carbon emissions where possible; and
  - Fulfils the needs of both the Trust and the traveller.

## 2. OUTCOME FOCUSED AIMS AND OBJECTIVES

The aims and objectives of this policy are:

- 2.1 To provide a clear understanding of the Trust's principles regarding business travel and sustainable travel options
- 2.2 To set out the rules and provide guidance regarding the authorisation and reimbursement of travel and associated expenses arising as a result of official duties undertaken on behalf of the Trust
- 2.3 To detail the procedure for all eligible employees in relation to the Lease Car Scheme and Salary Sacrifice Lease Car Scheme

## 3. SCOPE

- 3.1 The Policy is applicable to:
  - Directors and Non-Executive Directors;
  - Trust Managers;
  - All Trust staff, including temporary or seconded staff, trainees and those undergoing training or on work experience;
  - Medical Staff;
  - Other individuals acting on behalf of the Trust such as Contractors, Agents, representatives and External Consultants. Those responsible for engaging and / or supervising individuals in such roles should ensure that the individuals are familiar with the Policy and acknowledge their obligations.

## 4. DEFINITIONS

### 4.1 Table of definitions applicable to this Policy

<b>Term</b>	<b>Definition</b>
The Trust	Mersey Care NHS Foundation Trust
Salary Sacrifice	A salary sacrifice is a system whereby an employee gives up the right to receive part of their pay due to them under their contract of employment in return for the employer's agreement to provide some form of non-cash benefit.
Business Travel	Travel arising as a result of official duties undertaken on behalf of the Trust.
Lease Car	A lease car is a vehicle that is provided under a contract hire agreement by a leasing company and is predominantly used for a combination of business and private use.
Hire Car	Hire cars are provided by a daily rental company for short term use and normally for a specific purpose. Periods of hire would not normally exceed 28 days.
Base	A base is where an employee may be attached or report to or where correspondence is normally sent. It may not be a permanent workplace and it may not be where the employee's line manager has a permanent work base.
Permanent Work Base	A work base is considered permanent if the attendance is frequent and is the place where the employee normally attends for all or almost all of the period for which they are employed.
Temporary Work Base	A work base is a temporary work base if an employee goes there only to perform a task of limited duration or for a temporary purpose.

## 5. DUTIES

### 5.1 Chief Executive

The Chief Executive has delegated responsibility for ensuring compliance with this policy to the Director of Workforce.

### 5.2 Directors

- Actively encourage sustainable transport options amongst staff wherever this is possible and lead by example in this regard;
- Should ensure that managers within their Divisions apply this policy in a fair and consistent way.

### 5.3 **Managers**

Managers are responsible for reviewing and approving travel arrangements within their areas of responsibility and should incorporate the principles contained within this policy into their decision making and business planning.

Managers should:

- Actively encourage sustainable transport options amongst staff wherever this is possible and lead by example in this regard;
- Ensure that the Travel Policy is applied fairly and consistently;
- Identify those employees whose role requires them, during the course of their work, to claim travel and associated expenses and to inform those employees of their responsibilities under this policy;
- Check travel and subsistence claims for appropriateness and accuracy and authorise as appropriate;
- Maintain sufficient records of any approved taxi journeys which have been undertaken to enable the appropriate checks to be made, prior to authorisation, of any associated taxi invoices which have been presented for payment;
- Ensure that travel and subsistence claims, once authorised, are submitted for payment without delay, in accordance with the payroll processing timetable.

### 5.4 **Employees**

Employees should:

- Apply this policy when making travel arrangements;
- Submit mileage and subsistence claims in a timely and accurate manner;
- Incur only expenditure that is consistent with the Trust's needs and exercise care in determining appropriate expenditure;
- Where possible, book travel by public transport in advance and take advantage of any available special deals, to maximise cost savings;
- Where multiple mileage claims are anticipated, keep a record of the mileage of claims submitted in a financial year, to enable the cumulative total to be carried forward on subsequent claims.

Employees driving for work in their own vehicle must also ensure that:

- The vehicle complies with the law, is in safe and roadworthy condition and is suitable for its purpose;
- They hold a valid driving licence; and
- They have the appropriate insurance that covers them for business use. Failure to comply with this request will be a disciplinary matter.

- They have third party insurance (including business cover, cover against risk or injury to, or death of official passengers and damage to property) as a minimum for the vehicle in respect of which mileage is claimed.
- Declare penalty points and/or changes to your licence which would affect your ability to drive for work.

*Notes:*

- *Insurance coverage must be maintained throughout the entire period of the claim.*
- *Depending upon the job role undertaken, an investigation may be implemented under the terms of the Trust's Disciplinary Procedure in situations where 'Points' have been applied to an employee's driving licence.*

## 6. PROCESS

### 6.1 Principles

- 6.1.1 The Trust will reimburse travel expenses incurred whilst undertaking official Trust business in accordance with Agenda for Change Terms and Conditions. However, with the exception of Non- Executive Directors, who are entitled to receive payment of 'home to office expenses', the reimbursement of personal mileage and commuting related expenses are excluded.
- 6.1.2 The Trust will reimburse Medical Staff in line with Appendix 8 & 9.
- 6.1.3 The Trust will not be responsible for the payment of parking fines or expenses incurred as a result of traffic motoring offences which remain the responsibility of the individual concerned.
- 6.1.4 The payments of personal credit card bills relating to expenses incurred on official Trust Business remain the responsibility of the individual concerned.
- 6.1.5 Expenses for excess baggage incurred by the necessity of taking items for business reasons, e.g. display equipment, when travelling by air, will be reimbursed by the Trust. However, the Trust will not be responsible for personal excess baggage.
- 6.1.6 The Trust will reimburse the cost of Air travel insurance for approved Trust business, which is not recoverable from other sources. The traveller should ensure that they have adequate cover, (*endorsed for business travel*), for medical and other travel associated expenses, e.g. lost baggage, cancellations etc. Receipted premiums, or pro rata premiums if travelling under a family, annual or multi trip policy, will be reimbursed by the Trust. However, the individual should ensure that they have their own insurance in place for expensive personal items and equipment such as laptops, jewellery and PDA's which are excluded from reimbursement by the Trust.
- 6.1.7 Where practicable to do so, journeys should be shared with colleagues and passenger miles claimed.
- 6.1.8 As a general principle, journeys from home to work are not reimbursed. Particular care therefore needs to be taken in claiming for business journeys which start or finish at home, which should be claimed as the lesser of the distance actually travelled compared to the mileage from / to the designated base.
- 6.1.9 The Agenda for Change NHS Terms & Conditions of Service Handbook, Section 17 includes the rates to be used for reimbursement to staff in respect of mileage allowances and subsistence costs. The current rates are detailed at Appendix 2 and Appendix 3 respectively.

- 6.1.10 Medical Staff will be reimbursed in line with Schedule 21 of Medical & Dental Terms and Conditions of Service for Consultants and Schedule 20 of the Terms and Conditions for Speciality Doctors (Appendix 8 and Appendix 9).
- 6.1.11 Lease car mileage rates reflect the H.M. Revenue and Customs company car advisory fuel rates. The current rates are detailed at Appendix 2. These rates are updated on a quarterly basis and can be found at [http://www.hmrc.gov.uk/cars/fuel\\_company\\_cars.htm](http://www.hmrc.gov.uk/cars/fuel_company_cars.htm)
- 6.1.12 The appendices will be updated to reflect any changes to the rates and the changes will be communicated to all staff via emails.
- 6.1.13 In order to ensure that individuals are reimbursed in a timely manner and that the business expenses are reflected in the Trust's accounting records, travel and subsistence claims should be submitted for payment without delay, in accordance with the payroll processing timetable.
- 6.1.14 The Trust now utilises an electronic online expenses package which can be found at [www.sel-expenses.com](http://www.sel-expenses.com) .
- 6.1.15 The Trust reserves the right to withhold payment of claims which are in excess of six months old.
- 6.1.16 The Trust will not reimburse the purchase of alcoholic drinks at any time.
- 6.1.17 Individuals must be aware of their responsibility to drive safely and to comply with the Road Traffic Act and the Highway Code at all times.
- 6.1.18 Making a dishonest claim is contrary to Trust policies and therefore may be treated as misconduct, which would be dealt with in accordance with the Trust's Disciplinary Procedure. Such claims may also constitute a criminal offence, which could potentially result in prosecution

## **6.2 Supporting Procedure**

### **6.2.1 Travel Allowances**

Travel allowances reimburse employees for the cost of necessary business travel. The rate paid is dependent upon the annual business mileage travelled in a twelve month period.

### **6.2.2 Public Transport Mileage Rate**

Whenever possible, public transport should be used for business travel unless the needs of the service requires the use of a car. Where any employee chooses to use their own vehicle for any journeys where public transport is readily accessible, they shall be paid at public transport rate.

In all cases, public transport should be used at the economy tariff. There is no entitlement to travel first class for any employee.

Travel by public transport will generally be regarded as appropriate for return journeys of more than 100 miles or when the journey is to or from training courses, including single training events and departmental away days, irrespective of the length of the journey.

The current rates are determined by the Agenda for Change Terms and Conditions and are detailed at **Appendix 2**.

### 6.2.3 Mileage Rates

The mileage rate allowances set out in **Appendix 2** will be paid to employees who use their own vehicle for official journeys other than in the circumstances described in section 8.2 Public Transport Rate Mileage.

### 6.2.4 Passenger Allowances

With the exception of lease car users, where other employees are conveyed on business and their fares would have otherwise been paid by the Trust, the passenger allowance set out in **Appendix 2** will be paid.

Where, at the requirement of the Trust, an employee carries heavy or bulky equipment in a private car, an allowance as set out in **Appendix 2** shall be paid on journeys on which the equipment is carried provided that:

- The equipment exceeds a weight which could reasonably be carried by hand: or
- The equipment cannot be carried in the boot of a car and is so bulky as to reduce the seating capacity of the vehicle.

### 6.2.5 Excess Travel for Private Cars

#### 6.2.5.1 Permanent change of base

**Excess Travel is defined in paragraph 17.15 of the Agenda for Change NHS Terms and Conditions Handbook as:**

*“A compulsory change of base, either permanent or temporary, resulting in extra daily travelling expenses”.*

Therefore, employees who are required to change their base of work as a result of a merger of NHS employers, or due to their acceptance of another post as an alternative to redundancy, may be reimbursed their extra daily travelling expenses.

The excess mileage, which is paid at public transport mileage rate, may be claimed for a period of 4 years from the date of transfer and is based on the additional distance travelled between the employee's home and their old base and their home to the new base.

Excess Mileage is treated as private journeys by the Inland Revenue and is subject to tax and national insurance deductions.

Staff using a salary sacrifice lease car to travel to and from work will be reimbursed excess mileage at the excess mileage rate.

**The appropriate Terms and Conditions for Medical and Dental staff will be applied.**

#### 6.2.5.2 Temporary Transfer

In accordance with Paragraph 17.20 of the Agenda for Change NHS Terms and Conditions Handbook Employees who are required by the Trust to carry out temporary duties at a place other than their permanent place of employment and who travel daily to their temporary headquarters whilst continuing to live near their permanent headquarters, may be reimbursed their excess travelling expenses.

The appropriate Terms and Conditions for Medical and Dental staff will be applied.

### 6.2.6 Hire Cars by staff

The use of hire cars is not permitted unless it can be demonstrated that this is most cost effective method of transport.

Hire cars should be procured by the Procurement Department.

### 6.2.7 Train Travel

As with all purchases budget holders should always look to obtain best value for money before deciding which ticket to purchase and advantage should always be taken of best prices available, which includes standard class rail tickets, rather than 'open ended' tickets, where possible

Train tickets should be obtained through the trust preferred on-line booking system. Access can be arranged by contacting the Procurement Section.

### 6.2.8 Air Travel

Travel by air is not permitted unless it can be demonstrated that better value for money can be obtained by flying, taking into account the respective journey times and overall cost of the trip.

Air travel tickets, via the most direct and economical route should be obtained through the trust preferred on-line booking system. Access can be arranged by contacting the Procurement Section..

*Note:*

*Where possible at least seven calendar days notice should be provided when requesting train or air tickets.*

### 6.2.9 Taxis for staff

Taxis may only be used where it can be demonstrated that taxi use is:

- The only feasible mode of transport; or
- More economical than the normal car mileage claim

Claims should be reasonable in the circumstances and evidenced through a receipt, clearly linked to an agreed event or meeting.

Any authorised taxi expenditure incurred may be reimbursed using the Trust's e-expenses claim software.

Where taxis are required locally, authorised bookings should be made via the Trust's agreed protocol and in accordance with the procedure for the recording, monitoring and reconciliation of taxi usage.

For further details please refer to **Appendix 7**.

## 6.3 Subsistence Allowances

### 6.3.1 Staff Day Subsistence

A meal allowance is payable when an employee is necessarily absent from home on official business and is more than five miles from their base by the shortest practicable route, and the cost of the meal is more than would have been spent at the employees base.

A single meal allowance will be payable if the employee is away from their base or other Trust premises for more than five hours including the lunch period of 12 noon to 2 pm. The actual receipted cost of the meal will be reimbursed up to the maximum limit set out in **Appendix 3**.

A multiple meal allowance will be payable if the employee is away from their base or other Trust premises for more than ten hours and necessarily leaves their base or home before 5 am, or is unable to return to their base or home before 7pm, or both.

The Trust will provide reimbursement of the actual receipted cost of all meals up to the maximum limit set out in **Appendix 3**.

These allowances are not paid where meals are provided free of charge at the temporary place of work.

In circumstances where receipts are not available, i.e. when meals are purchased from vending machines, a full list of items purchased (with costs) is required.

### 6.3.2 Staff Night Subsistence

The Trust will reimburse staff the actual receipted cost of accommodation in a hotel, guesthouse or other commercial accommodation incurred whilst undertaking official Trust business, up to the maximum limits set out in **Appendix 3**.

The Trust will reimburse staff the actual receipted cost of all meals in each complete 24 hour period up to the maximum limit set out in **Appendix 3**. Part periods of less than 24 hours will be reimbursed at Day Subsistence rates.

Where an employee chooses to stay overnight in accommodation which costs more than the maximum limit, the employee must pay for the excess cost.

However, where the maximum limit is exceeded for genuine business reasons (e.g. the choice of the hotel was not within the employees control such as staying at a conference hotel or cheaper hotels were fully booked), additional assistance may be granted at the discretion of the appropriate Executive Director, Chief Operating Officer, or appropriate Senior Manager.

### 6.3.3 Staff Non-Commercial Accommodation

Where an employee stays overnight with friends or relatives or in other non-commercial accommodation, a flat rate sum as detailed in **Appendix 3** will be payable for each complete 24 hour period. Part periods of less than 24 hours will be reimbursed at Day Subsistence rates.

Employees shall be entitled to claim the actual receipted cost of all meals that are not provided free of charge in each complete 24 hour period up to the maximum limit set out in **Appendix 3**. Part periods of less than 24 hours will be reimbursed at Day Subsistence rates.

Where accommodation and meals are provided without charge to the employee, i.e. on a residential training course, no allowances will be payable.

### 6.3.4 Staff temporary cash advance

The Trust will pay for commercial accommodation through the preferred on-line booking system. Access can be arranged by contacting the Procurement Section. Where it is commercially beneficial to the Trust for staff to pay directly then such claims should be submitted through the Trust e-expenses system and reimbursed through payroll.

In exceptional circumstances, employees who are unable to meet the cost of commercial accommodation prior to reimbursement may apply for a Temporary Cash Advance via their line

manager. A maximum amount equal to the subsistence rate per night may be claimed in advance. These exceptional circumstances will include trips that include multiple overnight stays or where the claims procedure will cause the employee financial hardship.

Until they are cleared by a valid e-expenses claim Temporary Cash Advances are a debt that is owed by the employee to the Trust. Employees who have used the cash advance facility will be expected to submit an e-expenses claim as soon as possible on return to work to the payroll section.

Any cash advance that remains outstanding two months after the overnight stay will be deducted from salary.

#### 6.3.5 Staff attending conferences

On some occasions accommodation will be included in the cost of a conference, payment for which has to be made at the time of booking. In these circumstances employees, where possible, should ensure that the cost of any accommodation and associated meals does not exceed the maximum rates set out in **Appendix 3**. If these rates are exceeded and where the conference programme allows, alternative accommodation should be used or the difference should be paid by the individual.

#### 6.3.6 Staff hospitality

The subsistence allowances set out above are not intended to cover occasions when it may be considered that the Trust is providing hospitality to persons not employed by Mersey Care NHS Foundation Trust.

Guidance on what can or cannot be provided on such occasions is detailed in the Trust's 'Standards of Business Conduct', F.04

### 6.4 Cycle to Work Scheme

As part of the Government Green Transport Plan the Trust has joined with 'Bikes for the NHS' in assisting employees to hire a bike using a salary sacrifice scheme. Full details of the scheme are detailed in the Cycle to Work Scheme Guide, **Appendix 5**.

### 6.5 Lease Car Scheme

This scheme is available to employees who meet the necessary criteria, or where the Trust has agreed a lease car as part of an employee's remuneration package. The scheme applies to all employees except Directors. All employees are expected to participate in the scheme if they are classed as economically viable. Details regarding the scheme are available at **Appendix 6**.

### 6.6 Salary Sacrifice Lease Car Scheme

The Salary Sacrifice Lease car scheme is a staff benefit designed to provide all permanent staff with the option of having access to a new car of their choice.

The employee lease's a car from the Trust lease car supplier normally for a period of 3 years. During the period the employee will enter into a salary sacrifice arrangement with the Trust.

Further information is available in the Trust's Lease Car policy (HR15) and on NHS Fleet Solutions web site: [www.nhsfleetssolutions.co.uk](http://www.nhsfleetssolutions.co.uk)

## 7. CONSULTATION

- 7.1 Staff Side, the Deputy Director of Workforce, Merseyside Internal Audit Counter Fraud Officer and the Deputy Director of Finance have been consulted regarding the revision of this policy.

## 8. TRAINING AND SUPPORT

- 8.1 There are no specific training needs required.

## 9. MONITORING

9.1

Compliance with this policy will be monitored by:

- The Trust's Internal Auditors via departmental audits and detailed reviews at the request of the Audit Committee, who will review the findings.
- Counter Fraud Services via investigations undertaken at the request of the Trust;
- Budget Holders via authorising and monitoring travel expenditure requests and undertaking reviews following receipt of monthly budgetary information

Trust Board

# 10 Equality and Human Rights Analysis

<b>Title:</b>
<b>Area covered:</b>

<b>What are the intended outcomes of this work?</b> <i>Include outline of objectives and function aims</i>
<b>Who will be affected?</b> <i>e.g. staff, patients, service users etc</i>

<b>Evidence</b>
<b>What evidence have you considered?</b>
<b>Disability (including learning disability)</b>
<b>Sex</b>
<b>Race</b> <i>Consider and detail (including the source of any evidence) on difference ethnic groups, nationalities, Roma gypsies, Irish travellers, language barriers.</i>
<b>Age</b> <i>Consider and detail (including the source of any evidence) across age ranges on old and younger people. This can include safeguarding, consent and child welfare.</i>
<b>Gender reassignment (including transgender)</b> <i>Consider and detail (including the source of any evidence) on transgender and transsexual people. This can include issues such as privacy of data and harassment.</i>
<b>Sexual orientation</b> <i>Consider and detail (including the source of any evidence) on heterosexual people as well as lesbian, gay and bi-sexual people.</i>
<b>Religion or belief</b> <i>Consider and detail (including the source of any evidence) on people with different religions, beliefs or no belief.</i>
<b>Pregnancy and maternity</b> <i>Consider and detail (including the source of any evidence) on working arrangements, part-time working, infant caring responsibilities.</i>
<b>Carers</b> <i>Consider and detail (including the source of any evidence) on part-time working, shift-patterns, general caring responsibilities.</i>
<b>Other identified groups</b> <i>Consider and detail and include the source of any evidence on different socio-economic groups, area inequality, income, resident status (migrants) and other groups experiencing disadvantage and barriers to access.</i>
<b>Cross Cutting</b> <i>implications to more than 1 protected characteristic</i>

<b>Human Rights</b>	<b>Is there an impact? How this right could be protected?</b>
<b>Right to life (Article 2)</b>	<i>Use not engaged if Not applicable</i>
<b>Right of freedom from inhuman and degrading treatment (Article 3)</b>	<i>Use supportive of a HRBA if applicable</i>
<b>Right to liberty (Article 5)</b>	
<b>Right to a fair trial (Article 6)</b>	
<b>Right to private and family life (Article 8)</b>	
<b>Right of freedom of religion or belief (Article 9)</b>	
<b>Right to freedom of expression</b> <b>Note: this does not include insulting language such as racism (Article 10)</b>	
<b>Right freedom from discrimination (Article 14)</b>	

<b>Engagement and Involvement</b> <i>detail any engagement and involvement that was completed inputting this together.</i>

<b>Summary of Analysis</b> <i>This highlights specific areas which indicate whether the whole of the document supports the trust to meet general duties of the Equality Act 2010</i>
<b>Eliminate discrimination, harassment and victimisation</b>
<b>Advance equality of opportunity</b>
<b>Promote good relations between groups</b>

## What is the overall impact?

## Addressing the impact on equalities

*There needs to be greater consideration re health inequalities and the impact of each individual development /change in relation to the protected characteristics and vulnerable groups*

## Action planning for improvement

Detail in the action plan below the challenges and opportunities you have identified. *Include here any or all of the following, based on your assessment*

- *Plans already under way or in development to address the **challenges** and **priorities** identified.*
- *Arrangements for continued engagement of stakeholders.*
- *Arrangements for continued monitoring and evaluating the policy for its impact on different groups as the policy is implemented (or pilot activity progresses)*
- *Arrangements for embedding findings of the assessment within the wider system, OGDs, other agencies, local service providers and regulatory bodies*
- *Arrangements for publishing the assessment and ensuring relevant colleagues are informed of the results*
- *Arrangements for making information accessible to staff, patients, service users and the public*
- *Arrangements to make sure the assessment contributes to reviews of DH strategic equality objectives.*

## For the record

**Name of persons who carried out this assessment:**

**Date assessment completed:**

**Name of responsible Director:**

**Date assessment was signed:**

<b>IMPLEMENTATION PLAN</b> (Appendix 11)	<b>Issues identified / Action to be taken</b>
<p><b>1. Co-ordination of implementation</b></p> <ul style="list-style-type: none"> <li>How will the implementation plan be co-ordinated and by whom?</li> </ul> <p><i>Clear co-ordination is essential to monitor and sustain progress against the implementation plan and resolve any further issues that may arise.</i></p>	<p>The implementation plan will be co-ordinated by the Executive Director of Resources who will ensure that once ratified, the revised policy is widely publicised via Team Brief, Trust newsletter and the Trust Website. A Trust wide email will also be issued to Advise of the revision of the Policy and encourage review.</p>
<p><b>2. Engaging staff</b></p> <ul style="list-style-type: none"> <li>Who is affected directly or indirectly by the policy?</li> <li>Are the most influential staff involved in the implementation?</li> </ul> <p><i>Engaging staff and developing strong working relationships will provide a solid foundation for changes to be made.</i></p>	<p>All Directors, Non Executive Directors, Managers, Staff and external contractors, agents and consultants working on behalf of the Trust.</p> <p>The Policy will be implemented with the support of the Chief Executive on behalf of the Trust Board.</p>
<p><b>3. Involving service users and carers</b></p> <ul style="list-style-type: none"> <li>Is there a need to provide information to service users and carers regarding this policy?</li> <li>Are there service users, carers, representatives or local organisations who could contribute to the implementation?</li> </ul> <p><i>Involving service users and carers will ensure that any actions taken are in the best interest of services users and carers and that they are better informed about their care.</i></p>	<p>There is no need to provide service users and carers with a copy of the Policy However, it is available if requested.</p> <p>Service Users and Carers will not be involved in implementing the Policy.</p>
<p><b>4. Communicating</b></p> <ul style="list-style-type: none"> <li>What are the key messages to communicate to the different stakeholders?</li> <li>How will these messages be communicated?</li> </ul> <p><i>Effective communication will ensure that all those affected by the policy are kept informed thus smoothing the way for any changes. Promoting achievements can also provide encouragement to those involved.</i></p>	<p>Key messages are:</p> <ul style="list-style-type: none"> <li>❖ To promote the use of sustainable transport options where possible</li> <li>❖ To have an awareness of the Trust's principles regarding travel and subsistence allowances</li> </ul> <p>The Policy will be widely publicised via Team Brief, Trust newsletter and the Trust Website.</p>

<b>IMPLEMENTATION PLAN</b> (Appendix 11)	<b>Issues identified / Action to be taken</b>
<p><b>5. Resources</b></p> <ul style="list-style-type: none"> <li>• Have the financial impacts of any changes been established?</li> <li>• Is it possible to set up processes to re-invest any savings?</li> <li>• Are other resources required to enable the implementation of the policy e.g. increased staffing, new documentation?</li> </ul> <p><i>Identification of resource impacts is essential at the start of the process to ensure action can be taken to address issues which may arise at a later stage.</i></p>	<p>There are no additional financial implications arising from the implementation of the Policy</p> <p>.</p>
<p><b>6. Securing and sustaining change</b></p> <ul style="list-style-type: none"> <li>• Have the likely barriers to change and realistic ways to overcome them been identified?</li> <li>• Who needs to change and how do you plan to approach them?</li> <li>• Have arrangements been made with service managers to enable staff to attend briefing and training sessions?</li> <li>• Are arrangements in place to ensure the induction of new staff reflects the policy?</li> </ul> <p><i>Initial barriers to implementation need to be addressed as well as those that may affect the on-going success of the policy</i></p>	<p>Developing awareness of the Trust's commitment to reduce carbon emissions.</p> <ul style="list-style-type: none"> <li>❖ Advise staff of the Policy at induction</li> <li>❖ Promote the Trusts Cycle to Work Scheme</li> </ul>
<p><b>7. Evaluating</b></p> <ul style="list-style-type: none"> <li>• What are the main changes in practice that should be seen from the policy?</li> <li>• How might these changes be evaluated?</li> <li>• How will lessons learnt from the implementation of this policy be fed back into the organisation?</li> </ul> <p><i>Evaluating and demonstrating the benefits of new policy is essential to promote the achievements of those involved and justifying changes that have been made.</i></p>	<p>More considered use of sustainable transport options</p> <p>Regular reviews will be undertaken by:</p> <ul style="list-style-type: none"> <li>• Internal Audit;</li> <li>• The Audit Committee; and</li> <li>• Managers;</li> </ul> <p>Any issues requiring attention that are raised during review will be dealt with appropriately.</p>
<p><b>8. Other considerations</b></p>	<p>N/A</p>



## **Appendix 1**

### **Trust Development Authority**

#### **Non-Executive Board Members**

#### **Non-executive Information Sheet**

#### **Expenses**

This information sheet has been prepared for NHS chairs and non-executives by the NHS Trust Development Authority from source material provided by the Department of Health. In the event of any dispute about entitlement to expenses payments, reference should be made to the relevant order or authority.

#### **Contents**

1. General
2. Travelling expenses
  - a. Home to office expenses
  - b. Mileage rates
  - c. Public transport
3. Subsistence
  - a. Day subsistence
  - b. Overnight absence
4. Carer expenses
5. Frequently asked questions

#### **1. General**

- a. Expenses are paid to NHS chairs and non-executives at rates set by the Secretary of State for Health
- b. It has been agreed that from 1 December 2013 the rates of expenses and subsistence payable to chairs and non-executive directors of NHS trusts will mirror the rates set under Agenda for Change (AfC) and will be amended automatically as and when the rates under Agenda for Change are amended.
- c. When claiming expenses, Chairs and Non Executives are required to certify that:
  - i. Travelling expenses were actually incurred on NHS business;  
and
  - ii. Subsistence expenses were necessarily incurred and that the periods of absence and details of meals taken were specified in the claim.

- d. There is no local discretion to pay at rates other than those detailed below.
- e. All claims must be made via the local payroll system using local claim forms.
- f. Local procedures and timetables may apply to processing claims. Chairs and Non Executives are advised to seek advice locally.

## 2. Travelling expenses

- a. Home to office expenses
  - i. Chairs and Non Executives are entitled to receive payment of “home to office” expenses;
  - ii. Home to office travelling expenses are wholly taxable. The Inland Revenue has, however, agreed to “Special Arrangements” for NHS bodies to enable them to meet the resulting tax liability. More information on this is available from the HMRC website by visiting the following link: <http://www.hmrc.gov.uk/manuals/pommanual/PAYE70270.htm>

### b. Mileage Rates

P per mile	Up to	Then p per mile
67p	3,500 miles pa	24p

### c. Public Transport

- i. The cost of up to first class travel by rail, bus and/or coach will be met. Chairs and non-executives should take advantage of any reduced fares available.
- ii. In addition, the cost of any seat reservation, storage of luggage and sleeping accommodation on any overnight journey will be met.
- iii. Where there is a need for urgency, there is no public transport reasonably available or the chair or non-executive has a disability which would make the use of public transport impractical, the cost of any taxi fare and any reasonable gratuity will be met.
- iv. Where there is a cost benefit (in term of travel and subsistence) or the organisation decides that the saving in time is so substantial as to justify travel by air, the costs of a flight and any airport taxes will be met.

## 3. Subsistence

### a. Day subsistence

The following allowances are payable to chairs and non-executives if they have been away from home on NHS business for more than 5 hours, except where appropriate meals and refreshments were provided:

Period of absence	Rate payable
-------------------	--------------

Lunch allowance (more than 5 hours away from base including 12.00pm – 14.00)	£5
Evening meal allowance (more than 10 hours away from base and return after 7pm)	£15

b. Overnight absence

- i. Overnight accommodation costs and expenses can be met in line with the table below:

Rate	
Bed and breakfast	Receipted costs up to £100 per night Receipted costs up to £120 per night in Central London
Meal allowance per 24 hour period	£20
Night allowances in non-commercial accommodation per 24 hour period (eg staying with friends or relatives)	£25
Incidental expenses per 24 hour period	£4.20

- ii. Higher accommodation costs can be met when appropriate at local discretion. In this circumstance, it is recommended that authorisation is received before the expense is incurred

#### 4. Carer Expenses

- a. Chairs and non-executives can claim re-imbursment of expenses incurred while on NHS business in relation to the provision of a carer for any relatives for whom he/she is responsible. The carer responsibility may be for a child or an elderly or infirm relative. The expenses must be receipted and in line with costs of providing such care in the locality.
- b. The inland revenue deem payments made under these arrangement as a taxable benefit and will require tax to be deducted at source.

*These rates are subject to change*

## Appendix 2

### Mileage Allowances from 1<sup>st</sup> July 2014 (Agenda for Change Terms and Conditions)

#### 1. Rates of Reimbursement

Type of vehicle / allowance	Annual mileage up to 3,500 miles	Annual mileage over 3,500 miles	All eligible miles travelled
Car (all types of fuel and engine size)	<b>56.0 pence per mile</b>	<b>20.0 pence per mile</b>	
Motor cycle			<b>28.0 pence</b>
Pedal cycle			<b>20.0 pence</b>
Passenger allowance			<b>5.0 pence</b>
Reserve rate			<b>28.0 pence</b>
Carrying heavy or bulky equipment			<b>3.0 pence</b>

2. Hospital Travel Cost Scheme      **24.0 pence** per mile

3. Lease Car business mileage rate

[http://www.hmrc.gov.uk/cars/fuel\\_company\\_cars.htm](http://www.hmrc.gov.uk/cars/fuel_company_cars.htm)

## Appendix 3

### **Subsistence Rates from 1<sup>st</sup> July 2010** *(Agenda for Change Terms and Conditions)*

1. Overnight Accommodation including breakfast  
Central London **£55**  
Elsewhere (including travel outside the UK) **£55**
2. Meals Allowance (per 24 hour) **£20.00**
3. Overnight Non-commercial accommodation (per 24 hour) **£25.00**
4. Single meal allowance (more than five hours away from base, including the period 12 noon to 2 pm) **£5.00**
5. Multiple meal allowance (more than ten hours away from base, leaving before 5 am or returning after 7pm or both) **£15.00**

Where the maximum limit is exceeded for genuine business reasons (e.g. the choice of the hotel was not within the employees control such as staying at a conference hotel or cheaper hotels were fully booked) additional assistance may be granted at the discretion of the appropriate Executive Director, Chief Operating Officer or appropriate Senior Manager.

*Please Note:*

*These rates are subject to change*

## Appendix 4

### Lease Car Viability Study Form

**TO: Transactional Team. V7 Building, Kings Business Park, Prescot, L34 1PJ**

Please carry out a viability study in respect of Lease Car eligibility for the following:-

<b>Name</b>	
<b>Payroll Number</b>	
<b>Full Time or Part Time</b>	
<b>Address</b>	
<b>Base</b>	
<b>Commencement in post</b>	
<b>Contract Type</b>	
<b>Change of post</b>	
<b>Current Lease Expiry Date</b>	
<b>No of days travelling per week</b>	
<b>Estimated Business Mileage</b>	<b>Per annum</b>
<b>Estimated Private Mileage</b>	<b>Per annum</b>
<b>Current Vehicle Engine Capacity</b>	

I hereby confirm the above estimated annual mileage to be a reasonable estimate.

**Signed:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Managers Name:** \_\_\_\_\_

**Managers Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***Please note: The Transactional Team will endeavour to provide the results of this study within 10 working days of receipt.***

## Appendix 5

### CYCLE TO WORK SCHEME GUIDE

#### 1. Introduction

The cycle to work scheme enables employees to purchase a bicycle, accessories and safety equipment, to use for at least some of their travel to work, by way of a salary sacrifice scheme. This benefits the employee by reducing their Income Tax and National Insurance liability.

The employee rents the bicycle for a period of 12 months (the "hire period"). During this period the employee pays the rental by way of a monthly deduction from their gross salary. At the end of the hire period the employee can choose to either buy the bicycle or return it to the scheme.

#### 2. The Basics

The scheme will be available to staff at specified times throughout the year.

**Bikes for the NHS** has been chosen by Mersey Care NHS FoundationTrust (the "Trust") to act as our third party facilitator. Bikes for the NHS are an independent company created to help both employers and employees make the most of the Green Transport Plan Initiative and associated tax concession offered by the Government.

Bikes for the NHS are partners with over 40 bicycle shops within 20 miles of Liverpool and over 700 bicycle shops nationally, as well as providing a mail order service. Bikes for the NHS customers are not limited to any particular bicycle or accessory brand. Bikes for the NHS works with employers to ensure that Hire Agreement terms and conditions fully comply with the Office of Fair Trading, HM Revenue & Customs, Trading Standards and the Department for Transport regulations.

#### Eligibility

The scheme is open to all full and part-time employees of the Trust and who are paid by the Trust.

To take advantage of the tax breaks that result from salary sacrifice please also note:

- You must to be a UK taxpayer
- Employees under 18 years of age will need their application supported by a Guarantor to comply with Consumer Credit Act legislation
- You must be earning more than the National Minimum Wage after your loan repayment has been deducted.

A bicycle purchased under the scheme should be used for at least part of 50% of the trips an employee does to work. However, there are no requirements for the employee to cycle to work for a specified number of days throughout the year and there is no requirement from HM Revenue & Customs for employees to record their trips. Employees can use the bicycle for leisure at weekends and on holiday.

#### 3. Financial details

##### Salary Sacrifice

A salary sacrifice is a system whereby an employee gives up the right to receive part of their pay due to them under their contract of employment in return for the employer's agreement to provide some form of non-cash benefit, in this case the loan of a bicycle and related equipment. The loan repayment is taken from the employees' gross rather than net salary for the 12 months of the hire period.

## **Saving**

Typical savings for the employee are around 34% but the precise amount depends on the employee's tax band. An individual being taxed at the higher rate band will save more than someone that pays standard rate tax.

## **Spend Limit**

Employees can spend up to £1000 including VAT to buy a bicycle, safety equipment and accessories.

## **4. Responsibility**

### **The Trust**

The Trust has a responsibility to make all staff aware of the availability of the scheme. It also has a responsibility to ensure that eligibility requests are processed within two working days and that payroll are informed of salary sacrifice details.

### **Employees**

Bikes for the NHS purchase the bicycle and equipment and loans them to the employee. The bicycle and equipment remain the property of Bikes for NHS until the hire period finishes. At the end of the hire period, the employee will be given an opportunity to buy the bicycle at a fair market value.

If the bicycle is stolen during the hire period, employees will still be required to complete the full payment. The employee should ensure that they have insured the bicycle and use the appropriate safety equipment to safeguard against loss of the bicycle.

The employee is responsible for maintaining the bicycle for their own use. Any local bicycle shop will be able to provide advice about servicing depending on how the bicycle is used. It is often the case that a first free service will be offered by the bicycle shop.

It is the employee's responsibility to insure their bicycle throughout the hire period.

## **5. Salary sacrifice considerations**

### **Pay award**

Any pay award will be based on the employee's salary before salary sacrifice. The amount the employee is paying towards the bicycle will not change.

### **Pension**

An employees pension contribution is payable on their full salary. This will be affected by a salary sacrifice arrangement. If you have any queries about pension implications, particularly if you are considering retirement in the next five years, you should contact **McKesson on Email: [Pensions@McKesson.co.uk](mailto:Pensions@McKesson.co.uk) or telephone 01926 475752**

## **Unpaid leave**

During approved unpaid leave, such as maternity leave, the Hire Agreement period will be extended by the number of months when the salary was not paid and the Trust were not able to collect payments.

## **Maternity Leave/Paternity Leave/Parental Leave/Sickness Absence**

Your reduced income may have an effect on the following:

- During maternity leave / paternity leave / parental leave / adoption leave / sickness absence: any calculations for pay during this period will be made based on salary after the salary sacrifice.
- The employee will continue to have the bicycle and equipment on loan during their absence. The employee will continue to have deductions made from any payments they are receiving and / or will accrue a debt that will be recovered as soon as they return to work and receive a payment from the Trust.

## **Student loan repayment**

Student loan repayments via deduction from payroll will be based on salary after salary sacrifice.

## **Tax credits**

Tax credits may be affected by joining a salary sacrifice scheme. Employees in receipt of Tax credits should seek advice from HM Revenue and Customs Tax Credits helpline on 0845 300 3900.

## **Credit checks and credit status**

There is no credit check to join the scheme.

Lending companies may view the existence of a salary sacrifice arrangement as an existing loan when determining an employee's credit status.

## **Informing HM Revenue & Customs**

The bicycle scheme is a government sponsored initiative that has been set up so that employees do not have to pay tax on items bought under the agreement. Employees do not need to contact HM Revenue & Customs.

## **6. Terminating events**

### **End of the loan period**

At the end of the hire period the employee will be given the option to buy the bicycle and safety equipment from Bikes for the NHS or to pay for the disposal of the bicycle, i.e. to a charity.

In both cases the employee will need to pay the Fair Market Value of the bicycle to Bikes for the NHS. This is normally equal to around 10% of the original value.

## **Leaving the organisation**

If the employee leaves the organisation before the end of the hire period, they will be required to settle all outstanding monies before they leave. The outstanding balances will be deducted from their final **net** salary payment.

Settlement is from net pay because once you leave the Trust you also leave the Cycle to Work Scheme and are no longer eligible for tax deductions.

## **Cancelling the agreement**

Under the terms of the scheme it is not possible for the loan to be cancelled. Therefore the employee is committed to making the salary sacrifice for the duration of the hire period. If employment is terminated during the hire period, the employee is still liable to complete payments identified in the hire agreement. This means that you must be sure you are happy entering the scheme and with the selection you have made.

## **7. Further details**

### **Using the bicycle for work**

Employees can use their bicycle for business purposes during the working day. However they cannot claim expenses for doing so whilst in the hire period due to tax issues.

At the end of the hire period, when the bicycle belongs to the employee, they can claim mileage if they use their bicycle for work related journeys (travelling from home to your base of work does not count as a work related journey) the current rate for using your bicycle for work travel is 10 pence per mile.

### **Consumer Credit Licence**

The Government has issued a blanket consumer credit licence to all participating employers buying bicycle packages up to £1,000 including VAT, therefore Bikes for the NHS has a licence in place. When the employee and Bikes for the NHS sign the hire agreement, the resulting relationship is defined under the terms and conditions of the Credit Consumer Act.

### **Bikes for the NHS mail order**

Bikes for the NHS will produce a brochure of the bicycles that they supply via their mail order service.

### **Queries**

For further details of how the scheme works contact Bikes for the NHS by email [bikes@smehci.com](mailto:bikes@smehci.com) or telephone 0870 3606323.

## **8. Definitions**

### **Scheme window**

This is the period of time that scheme is open for applications. This will normally be April, July and November

### **Hire period**

Version 5

12 months from the date of delivery of the bicycle.

**Payback period**

12 months with a monthly salary sacrifice.

**Fair Market Value**

A fair market value payment is the amount that a willing buyer would pay to a willing seller to purchase certain property at a particular point in time. At present there are no guidelines for judging the fair market value but Bikes for the NHS have established a fair market value of 10% after 12 months.

## APPENDIX 6

### TAXI PROCEDURE

#### 1. Executive Summary

Significant costs are incurred annually through the use of Taxis across the trust for the purpose of transportation of staff, service users and other resources. Therefore, the aim of this procedure is to ensure efficient, effective and economical use of taxis by ensuring the appropriate clinical and operational use of taxis and provide clear concise guidance on the use of taxis in order to ensure; consistent practice, a reduction in usage and avoid misuse.

This procedure applies to all Directors, Non Executive Directors, medics, including junior doctors, managers and staff; including permanent, seconded and temporary staff and those undergoing training and work experience.

This procedure should be read in conjunction with the following documents

- Health Records Policy ( IT06 Page 14, 9.1 Records in transit)
- Infection Control Policy (IC01 Page 52, 3.7 Collection & Transport of Specimens)
- Mersey Care NHS Foundation Trust – Pharmacy Department Standard Operating Procedures Use of taxis during normal working hours
- Protocol on Payments to Service Users and Carers (Refer to Website)
- Scheme of Reservation & Delegation (F03)
- Travel & Subsistence Policy (HR24)

#### 2. Introduction

##### 2.1 Rationale:

As a public body the trust has a duty to manage its resources efficiently, effectively and economically. This procedure applies to all staff engaged in working for Mersey Care NHS Foundation Trust. Booking of taxis through the trust commits NHS money and it is important that travel expenses be kept to a minimum. All travel should be carried out at the most economic rate.

The use of a taxi must not be treated as the norm; all alternatives should be exhausted first, including public transport, and full justification given before authorisation is made.

Junior doctors' line managers (Educational Supervisors) must authorise and be confident of the appropriateness of the expenses incurred in using a taxi.

The objective of this procedure is to ensure that the use of taxis to conduct trust business is done so in a manner which:

- Ensures consistent practice across the trust
- Ensures that the expenditure is appropriate
- Ensures cost effectiveness
- Fulfils the needs of the trust in order to conduct its business
- Promotes the reduction of carbon emissions where possible

## 2.2 Scope:

This procedure applies to all Directors, Non Executive Directors, medics, including junior doctors, managers and staff; including permanent, seconded and temporary staff and those undergoing training and work experience.

Therefore, those responsible for engaging and / or supervising individuals in such roles should ensure that the individuals are familiar with both the procedure and acknowledge their obligations under them.

## 2.3 Principles:

### 2.3.1 Equality and Human Rights

- (a) The trust recognises that all sections of society may experience prejudice and discrimination. This can be true in service delivery and employment. The trust is committed to equality of opportunity and anti-discriminatory practice both in the provision of services and as a major employer. The trust believes that all people have the right to be treated with dignity and respect. The trust is working towards, and is committed to the elimination of unfair and unlawful discriminatory practices. All employees have responsibility for the effective implementation of the policy. They will be made fully aware of this policy and without exception must adhere to its requirements.
- (b) The trust is also aware of its legal duties under the Human Rights Act 1998.
- (c) The trust is committed to carrying out its functions and service delivery in line with the Human Rights *FREDA principles* (i.e., **F**airness, **R**espect, **E**quality, **D**ignity and **A**utonomy).

### 2.3.2 Appropriate Use of Taxis

Taxis can be provided where it is not practicable or possible for an alternative mode of transport to be used to move resources (staff, service users/carers or goods) from one location to another. Staff will be required to justify the reason for booking a taxi.

Appropriate use includes moving patient information, medication and samples in an emergency situation, where in a professional clinical opinion it would not be in the service users interest to delay the transportation via the usual method e.g. courier or mail service.

- When trust staff send microbiological specimens taxis the following should be considered;

The Control of Substances Hazardous to Health (COSHH) Regulations 2002 and Carriage of Dangerous Goods and use of Transportable Pressure Regulations

(2004). The container used for transport should be a United Nations approved UN 3373 container

Provision should also be made with the taxi firm for the return of the container to the trust.

When considering the use of a taxi the clinician should carry out a local risk assessment to establish if the samples could wait for regular transportation, only urgent out of hours samples should be sent in taxis.

Routine admission samples for example may not be so urgent and delaying dispatch to await routine transport should be considered.

**Samples from an incident or outbreak of symptomatic infection such as diarrhoea and vomiting should always be considered urgent.**

It is the responsibility of the sender to ensure that the specimens inside the transportation container are labelled and packaged appropriately and that the container itself is sealed. Do not transport any specimens that are obviously leaking

Transportation containers must be sealed properly before dispatch and must remain so when in transit. Contact details of the trust and department should also be clearly marked on the container so that the taxi driver or emergency services know who to contact in the event of an accident.

When Taxi's are carrying transportation containers these must be kept completely separate from other items/deliveries. Those who have handled the containers should also be reminded to wash their hands afterwards.

- When transporting patient identifiable information, including samples please refer to the Health Records Policy
- The use of taxis by the pharmacy department to transport medication is not routine practice and taxis are to be used only when a delay in the supply of medication would be detrimental to the care of the service user. The transportation of any medicine should be in accordance with the Pharmacy Department's Standard Operating Procedures.
- Before transporting service users staff will need to identify the service user's physical and psychological level of functioning to determine that it is both necessary and safe to proceed with the authorisation of a taxi.

This should be documented in the service user's Care Plan. Consideration and discussion with the individual as to the most appropriate mode of transport must occur.

For those service users currently under a section of the Mental Health Act their taxi usage must be authorised based on urgent need by the appropriate Ward Manager.

Service Users who are informal will be required to pay their own taxi fare.

- Collection and return of vulnerable service users/carers involved in official trust business.
- A non-driver unable to share with another car user who is required to attend a meeting off site, or where there is a requirement to return to their place of work, out of normal hours in the course of their duties; wherever possible taxis should be shared if going to the same location.

### 2.3.3 Exclusions

The examples listed below are not exhaustive but are merely representative of those areas where taxis **should not be used**.

- Where items for the courier, internal/external mail service miss a scheduled run, they should not be transported via taxi but should wait for the next scheduled run.
- Lease Car User - see definition
- Regular User Allowance - see definition

## 3. Policy Standards

- 3.1 The introduction of this procedure should see a quantifiable reduction in taxi expenditure across the trust as a result of compliance with the procedure

## 4. Definitions

**For the purpose of this procedure the following definitions are to be used**

**4.1 Resources** for the purpose of this procedure resources include but are not limited to staff, medicines, medical samples, patient identifiable records (including medical samples)

**4.2 Lease Car User** member of staff who is given a lease car as part of their remuneration package or were the trust requires the member of staff to travel on a regular basis and is economically viable to provide such a vehicle.

**4.3 Regular User Allowance** staff in receipt of this allowance receives a monthly lump sum payment towards the cost of wear and tear resulting from the frequent use of the vehicle as a result of business use. This is in addition to a reduced mileage allowance per mile travelled. Refer to the trusts Travel & Subsistence Policy HR24 for further information.

## 5. Duties

**5.1 The Chief Executive** has delegated the responsibility for the authority to authorise travel expenses to Divisional Directors and their managers as per the Scheme of Reservation and Delegation.

**5.2 The Executive Director Resources** has a responsibility to ensure that a robust system is in place, which will ensure compliance with the taxi procedure. They will ensure that all Directors and Managers are fully aware of their responsibilities.

**5.3 Divisional Directors** have a duty to ensure that all staff are aware of the procedure and ensure that the procedure is adhered to in their duties. Divisional directors are also responsible for reviewing and approving travel arrangements within their areas of responsibility and should incorporate the principles contained within this procedure into their decision making and business planning.

**5.4 All Line Managers/Authorised signatories should:**

- Maintain sufficient records of any approved taxi journeys which have been undertaken to enable the appropriate checks to be made, (prior to authorisation), of any associated taxi invoices which have been presented for payment;
- Actively encourage sustainable transport options amongst staff wherever this is possible and lead by example in this regard;
- Ensure that the procedure is applied fairly and consistently applied;

**5.5 Employees** All employees including junior doctors must adhere to this procedure when considering the use of a taxi as a means of transporting resources to conduct official business undertaken on behalf of the trust

## 6. Supporting Procedure

Taxis can be provided where it is not practicable or possible for an alternative mode of transport to be used to move resources from one location to another.

Once it has been deemed necessary for a taxi to be used approval for the expenditure should be sought from an authorised signatory or the budget holder, if these are not the same.

When ordering a taxi the Directorate's local procedure should be followed, but as a minimum should include;

- a. Full name of the person ordering the taxi
- b. What is to be transported in the taxi, i.e. member of staff and their name, service user, medical records etc
- c. Where the taxi is going from and where to
- d. Reason taxi is being used
- e. Name of authorised signatory approving expenditure and financial code

**Please note that under no circumstances are taxis to wait for a return journey.**

- f. The taxi driver will require the passenger or person receiving any goods to sign and print their name on the taxi journey log. This document will show a job number, delivery/collection location and time of arrival (including waiting time.) and cost of the journey. The person signing the docket is acting as the receiving officer of the service, on behalf of the trust.
- g. Therefore, it is essential to check that the docket is completed fully and is correct before signing. Receiving officers should not sign any docket unless the price of the journey is clearly stated
- h. The use of a Taxi which is authorised for payment and is for personal use is an offence. Where it has been identified a taxi has been used by a member of staff for personal use, disciplinary action will be taken against offenders.

## 7. Development and Consultation process

This annual review of this procedure has been developed by a project group as per the objectives and timescales identified within the project brief. The membership of the project group consists of representatives from;

- Secure and Local Divisions
- The Executive Team
- The Medical Directorate
- Each of the Resource Division Services
- Staff Side Organisations

## 8. Process for Monitoring Compliance with and the Effectiveness of the Procedural Documents;

<b><i>System for the Monitoring of Compliance with the Taxi Procedure</i></b>	
Monitoring of compliance with this policy will be undertaken by:	The Executive Director Resources
Monitoring will be performed:	On a quarterly basis
Monitoring will be undertaken by means of:	Divisional Senior Management Teams and Audit Committee
Should shortfalls be identified the following actions will be taken:	Failure to comply with the procedure will be addressed in accordance with appropriate trust policy
The results of monitoring will be reported to:	Executive Team and Audit Committee
Resultant action plans will be progressed and monitored through:	Divisional Senior Management Teams
The auditable standards of the procedure are:	Quantifiable reduction in taxi expenditure as a result of compliance with the procedure

## 9. References Not Applicable

## **10. Associated Documentation**

This procedure should be read in conjunction with the following documents

- Health Records Policy ( IT06 Page 14, 9.1 Records in transit)
- Infection Control Policy (IC01Page 52, 3.7 Collection & Transport of Specimens)
- Mersey Care NHS Foundation Trust – Pharmacy Department Standard Operating Procedures Use of taxis during normal working hours
- Protocol on Payments to Service Users and Carers (Refer to Website)
- Scheme of Reservation & Delegation (F03)
- Travel & Subsistence Policy (HR24)

## **11. Glossary of terms**

See section 4 Definitions

## APPENDIX 7

### **Schedule 21 Model provisions for expenses –NHS consultants**

**These model provisions are designed to serve as the basis for agreements about the payment of consultant expenses for medical consultants employed by the NHS or contracted on an honorary basis. NHS employers and consultants may agree alternative provisions.**

#### **General**

1. Travelling, subsistence, and other expenses incurred in the service of the employer shall be reimbursed to meet actual costs. Expenses do not form part of a consultant's pay and are not pensionable.

#### **Submission of claims**

2. In preparing claims, consultants shall indicate adequately the nature of the expenses involved and submit valid receipts; claims shall be submitted normally at intervals of not more than one month, and as soon as possible after the end of the period to which the claim relates.

#### **Travelling expenses and mileage allowances**

3. The provisions of Section 23 (except paragraphs 2.4 and 4) of the General Council Conditions of Service shall apply. In these provisions "principal place of work" shall be understood to mean "the hospital or other base from which the consultant conducts his or her main duties". Where a consultant has a joint contract with more than one employing organisation, the term "principal place of work" shall be interpreted as meaning the base from which the consultant conducts his or her main duties within that joint contract, irrespective of employing organisation.

#### **Mileage allowances payable**

4. Except where a consultant has been allocated a Lease Car (paragraphs 32 to 54 and subject to paragraph 35 of these provisions) mileage allowances shall be payable in accordance with the rates specified at paragraphs 15 to 26 of these provisions, as appropriate, where consultants use their private vehicle for any official journey on behalf of their employing organisation, including travel in connection with domiciliary consultations.
5. No allowance shall be payable for their normal daily journey between their home and their principal place of work, except as provided for in paragraphs 6 to 11.

#### **Emergency visits**

6. Consultants called out in an emergency shall be entitled to mileage allowance in respect of any journey they are required to undertake, including the distance between their home and principal place of work.

## **Home-to- principal place of work mileage**

### **Official journeys beginning at home**

7. Mileage allowance will be paid for official journeys on behalf of the employing organisation where consultants travel by private car between their home and places other than their principal place of work, subject to a maximum of the distance between the consultant's principal place of work and the place visited, plus ten miles, for each single journey (twenty miles for a return journey).
8. For consultants in public health medicine, for official journeys between 6pm and 8am and on Saturdays, Sundays, statutory and public holidays only between 8am and 6pm, the base for the calculation of mileage allowance shall be the doctor's own home.

### **Subsequent official journeys**

9. In addition, consultants may claim mileage allowance for one return journey daily between their home and their principal place of work, up to a maximum of ten miles in each direction, on days when they subsequently use their car for an official journey.

### **Liability to make emergency visits**

10. Consultants with commitments under the same contract to visit more than one place of work which includes a liability to make emergency visits to subsidiary hospitals, other institutions, or domiciliary visits, may, if the employing organisation decides that their liability is so extensive as to make it desirable that their car should always be available at their principal place of work, claim mileage allowances for normal daily journeys between their home and principal place of work up to a maximum of ten miles in each direction.

### **Scattered hospitals**

11. Where, in exceptional circumstances, consultants are required by their employing organisation, as a condition of their contract, to live within a specified area at a distance of more than ten miles by road from their principal place of work in order to provide adequate emergency cover to a group of widely scattered hospitals or other institutions, mileage allowance at the approved rate shall be paid for the whole of the journey between their home and their principal place of work.

### **Part-time consultants**

12. In the case of part-time consultants to whom paragraphs 7 to 11 do not apply, journeys between their place of residence and any place of work where they are employed, other than their principal place of work, shall be regarded as a journey in the service of the employing organisation, provided that no expenses shall be allowed for any such journey or part of such journey which would have been undertaken by the consultant, irrespective of their duties for the employer.
13. Where a part-time consultant travels between their place of residence and their principal place of work before and/or after an official journey, expenses

shall be payable for the whole distance, provided that, for journeys to and from their principal place of work, no expenses shall be paid for any distance exceeding ten miles each way, unless the circumstances warrant exceptional treatment.

### **Locum Consultants**

14. Where a locum consultant travels between his or her home (or temporary accommodation) and principal place of work, expenses shall be payable in respect of any distance by which the journey exceeds 10 miles.

### **Rates of mileage allowance: regular user allowances**

15. Allowances at regular user rates shall be paid to consultants who:
- (i) are classified by the employing organisation as regular or essential users and choose not, or are unable, to avail themselves of a Lease Car in accordance with paragraphs 32 to 40; or
  - (ii) are new appointees to whom the employing organisation has deemed it uneconomic, or is unable, to offer a Lease Car in accordance with paragraphs 32 to 40; and
  - (iii) are required by their employing organisation to use their own car on NHS business and, in so doing, either:
    - (a) travel an average of more than 3,500 miles a year; or
    - (b) travel an average of at least 1,250 miles a year, and:
    - (c) necessarily use their car on an average of three days a week; or
    - (d) spend an average of at least 50% of their time on such travel, including the duties performed during the visits; or
  - (iv) are consultants who are classified as essential users.

### **Essential users allowance**

16. Essential users are consultants who:
- (i) travel on average at least 1,250 miles (other than normal travel between their home or their practice premises and their principal place of work) each year; and
  - (ii) either have ultimate clinical responsibility, or on-call responsibility normally controlled by a rota system, for the diagnosis and treatment of patients in hospital with emergency conditions which require them to be immediately available for recall; and are expected to be recalled to hospital in emergency at an average rate (taken over the year, but excluding period of leave) of twice or more during a working week;
  - (iii) or whose duties require them to pay frequent visits to places away from their principal place of work (eg. to clinics, schools, residential establishments

and other places, for instance, in connection with the control of infectious diseases and food poisoning), or who are liable to be called out in an emergency in connection with statutory duties relating to the control of communicable disease and food poisoning or the compulsory removal to suitable premises of persons in need of care and attention.

### **Change in circumstances**

17. If there is a change in a consultant's duties, or if the official mileage falls below that on which a regular or essential user classification was based and which is likely to continue, the application to the consultant of the regular user agreement should be reconsidered. Any decrease in the annual official mileage or the frequency of travel, etc. which is attributable to circumstances such as prolonged sick leave or the temporary closure of one place of duty should be ignored for this purpose.

### **Non-Classification as regular user**

18. Where an employing organisation does not consider that a consultant, other than one to whom paragraph 35 of these provisions applies, should be classified as a regular or essential user, and if this gives rise to any serious difficulty, the consultant shall have recourse to local grievance procedures.

### **Payment of lump sums**

19. Payment of the annual lump sum allowance shall be made in equal monthly instalments over a period from 1 April in any year to 31 March in the succeeding year.
20. In the case of a consultant who takes up an appointment with an employing organisation or leaves the employment of his or her employing organisation after 1 April in any year, allowances shall be paid pro rata. The calculation of the mileage allowance should thus be in accordance with the following procedure:
- (i) The mileage allowance to be paid at the higher rate would, at 9,000 miles per annum, be equivalent to 750 miles per month of service. The excess over 750 miles per month of service would be paid at the intermediate, and, if appropriate, the lower rate. For example, where the total service in the period 1 April in any year to 31 March in the succeeding year is five months, then up to 3,750 miles would be paid at the higher rate and any excess at the intermediate, and, if appropriate, the lower rate. Similarly, the lump sum should be divided into twelve monthly payments.
- (ii) When a consultant leaves the employment of an employing organisation, a calculation shall be made in respect of his or her entitlement for the portion of the year served with the employing organisation and any adjustments made thereafter.

### **Part months of service**

21. Part months of service shall be regarded as complete months for the purposes of paragraph 19. However, a regular user who leaves the service of one employing organisation and enters the employment of another during the

same month shall receive only one lump sum instalment for that month, payable by the former employing organisation.

### **Cars out of use**

22. When a consultant entitled to the regular user allowance does not use his or her car as a result of a mechanical defect or absence through illness:

(i) the lump sum payment should be paid for the remainder of the month in which the car was out of use and for a further three months thereafter. For the following three months, payment should be made at the rate of 50% of the lump sum payment. No further payments should be made if the car is out of use for six months or longer;

(ii) during the period when the car is "off the road" for repairs, out-of-pocket expenses in respect of travel by other forms of transport should be borne by the employing organisation, in accordance with the provisions of paragraph 2 of Section 23 of the General Council Conditions of Service.

### **Standard mileage rates**

23. Mileage allowances at standard rates will be paid to consultants who use their own vehicles for official journeys, other than in the circumstances described in paragraphs 15, 24 and 35 of these provisions, provided that a consultant may opt to be paid mileage allowances at standard rates, notwithstanding his or her entitlement to payment at regular user rates.

### **Public transport mileage rate**

24. The foregoing rates shall not apply if a consultant uses a private motor vehicle in circumstances where travel by a public service (e.g. rail, bus) would be appropriate. For such journeys, an allowance at the public transport rate shall be paid, unless this is higher than the rate that would be payable at the standard, regular user or special rate. Further guidance on the application of the public transport mileage rate is attached at Annex B.

### **Passenger allowances**

25. Where other employees or members of an employing organisation are conveyed in the same vehicle, other than a Lease Car, on the business of the National Health Service and their fares by a public service would otherwise be payable by the employing organisation, passenger mileage allowance shall be paid.

### **Garage expenses, tolls and ferries**

26. Subject to the production of vouchers wherever possible, consultants using their private motor vehicles on an official journey at the standard, regular user or special rate of mileage allowance shall be refunded reasonable garage and parking expenses and charges for tolls and ferries necessarily incurred, except that charges for overnight garaging or parking shall not be reimbursed, unless the consultant is entitled to night subsistence allowance for overnight absence. Similar expenses may also be refunded to consultants only entitled to the public transport rate of mileage allowance, provided that the total reimbursement for an official journey does not exceed the cost which would

otherwise have been incurred on public transport, including the fares of any official passengers.

### **Loans for car purchase**

27. The provisions of this paragraph apply to consultants who qualify for the first time as essential car users in the NHS, other than those who are offered, or provided with, a suitable Lease Car.
28. Such consultants are entitled to a loan at 2½% flat rate of interest, provided that the request for the loan is made within three months of such classification, or of taking up the post (whichever is the later).
29. Loans shall be made in accordance with the provisions of paragraphs 22 to 27 of Section 24 of the General Council Conditions of Service.
30. In determining whether a car is "suitable" for the purposes of these provisions, various factors may need to be taken into account, such as the total official mileage to be driven, reliability, the need to carry heavy or bulky equipment and local road conditions, etc.

### **Pedal cycles**

31. Consultants using pedal cycles for official journeys may be reimbursed at the rate set out in Annex A, Table 1.

### **Lease cars**

#### **Allocation**

32. For the purposes of paragraphs 33 to 54, a "Lease Car" is any vehicle owned or contract-hired by an employing organisation.
33. Employing organisations may offer Lease Cars for individual use on official business where they deem it economic (see also paragraph 51 of these provisions) or otherwise in the interest of the service to do so.
34. Consultants who are required to travel on NHS business and have been classified by the employing organisation as regular or essential users may continue to receive the regular user lump sum payments and allowances set out in Annex A, Table 1 for so long as they remain in the same post or until they voluntarily accept the offer of a Lease Car.

#### **New appointees**

35. A consultant who was a new appointee after 1 April 2003 (including a consultant who voluntarily moves post within the same employing organisation, or to a different employing organisation) and who is required to travel on NHS business and who chooses to use his or her own car, rather than to accept the employing organisation's offer of a Lease Car, shall not receive the allowances specified in paragraph 34 of these provisions, but shall be reimbursed at the special rate. The special rate will be equivalent to the current 9,001 to 15,000 miles rate for over 2,000cc for regular and standard users, regardless of the vehicle's engine size.

36. A consultant who initially refused an offer of a Lease Car will continue to be eligible for one, providing there has been no change in the consultant's duties.
37. A consultant who has been allocated a Lease Car for individual use on NHS business is entitled to private use of the car, subject to the conditions set out in paragraphs 41 to 54 of these provisions.
38. The offer of a Lease Car constitutes the offer of a base vehicle which should in no case exceed 1800cc. Unless the consultant and the employing organisation agree to the allocation of a smaller vehicle, it shall be at least 1500cc. In determining the operational needs of a post for assessing the base vehicle requirement, employing organisations shall have regard, in consultation with the consultants concerned or their representatives, to:
- (i) the clinical commitments of the postholder, including the nature, frequency and urgency of the journeys to be undertaken;
  - (ii) the distances to be travelled;
  - (iii) the road, traffic and climatic conditions;
  - (iv) the physical requirements of the postholder; and
  - (v) the need to transport equipment.
39. A Lease Car which is no longer required by an individual member of staff may be allocated to another for the remaining term of the contract (or notional contract).
- In that event, the charges for private use will be based on the fixed annual charges determined when the employing organisation first obtained the vehicle.
40. Employing organisations shall ensure that proper arrangements are made for the economic servicing, repair, maintenance in a roadworthy condition and replacement of Lease Cars.

#### **Conditions of use**

41. Following consultation with the representatives of the professions locally, an employing organisation's conditions of use shall set out the consultant's obligations in respect of the Lease Car and shall state the effect of the following events on the contract and any subsequent financial liability on the consultant:
- (i) breach of conditions of use;
  - (ii) disqualification from driving;
  - (iii) wilful neglect;

(iv) termination of the consultant's contract of employment, on: disciplinary grounds; voluntary resignation; transfer to another employing organisation (where practicable, reciprocal arrangements should be made);

(v) change of duties resulting in the consultant no longer being required to drive on official business;

(vi) substantial reduction in annual business mileage;

(vii) prolonged absence on annual, study, special or maternity leave.

### **Charges for private use**

42. The basis of charges for private use set out in this paragraph assumes that Lease Cars are provided on a contract-hire basis. Where this is not the case, charges for private use are to be based on the notional cost to the employing organisation of providing Lease Cars on a contract-hire basis. Notional contract-hire charges at current rates are to be used, and the fixed charge to the consultant for agreed private mileage determined on this basis is to remain unaltered for the period for which the contract would have remained in force (e.g. three years).
43. A consultant will be required to pay one composite annual charge for private use. This will comprise the sum of the items listed in Annex A, Table 2. The composite annual charge will be paid by monthly deduction from salary of one twelfth of the total.
44. The basis of the fixed charge for agreed private mileage shall be the consultant's estimate to the nearest thousand miles of his or her annual private mileage, as agreed by the employing organisation and multiplied by the rate per thousand miles, determined in accordance with the formula set out in Annex A, Table 2, Paragraph B.
45. In the event that a consultant underestimates his or her annual private mileage, an excess charge will be levied by the employing organisation, based on the contract-hirer's excess charge to the employing organisation for the particular car hired to the consultant. In the event that a consultant overestimates his or her annual private mileage, any sum recoverable by the employing organisation from the contract-hirer in respect of the overestimate will be refundable to the consultant. If no recovery is available to the employing organisation, no refund will be made to the consultant.
46. A consultant shall meet the cost to the employing organisation of the fitting of any optional extras the consultant requires, and the contract between the employing organisation and the consultant should specify whether such extras will become the property of the contract-hirer or the consultant. In the latter case, the consultant shall be liable for the cost of making good any damage caused to the car by the removal of such fittings at the end or on early termination of the contract. However, if such alterations are required because

the consultant has a certified disability, then the costs shall be met by the employing organisation.

47. In the event of a consultant's death in service or an early termination of the consultant's contract on the grounds of ill health, there shall be no financial penalty to the consultant or the consultant's estate on account of the early termination of the contract for private use of the Lease Car.
48. In the event of a consultant's absence from work for an extended period on maternity, sick, study or special leave, a consultant who has contracted for private use of a Lease Car may choose to continue the private use at the contracted charge or to return the vehicle to the employing organisation. In the latter case, there shall be no financial penalty to the consultant on account of early termination of the contract.

#### **Alternative vehicle**

49. Subject to the agreement of the employing organisation, which shall not be unreasonably withheld, a consultant who wishes to contract for private use of a Lease Car may choose a larger or more expensively equipped vehicle than that offered. In this event, the consultant shall be responsible for meeting the additional costs to the employing organisation by means of an addition to the composite annual charge, which shall be paid by monthly deduction from salary of one twelfth of the total determined. The rate for reimbursement of petrol used on official business shall be that of the appropriate base vehicle.

#### **Reimbursement of petrol and other costs**

50. A consultant who has been allocated a Lease Car will be responsible for purchasing all petrol, whether for business or private mileage.
51. NHS business mileage costs will be reimbursed by reference to a claim form or diary showing daily visits on NHS business signed by the consultant. NHS business mileage costs include journeys for which a mileage allowance would be payable under paragraphs 7 to 13 of these provisions.
52. The rate per mile will be determined according to the following formula:  
  
Cost of one gallon of premium unleaded petrol\*  
Base Vehicle's mileage on urban cycle  
\*The price of petrol will be as recommended from time to time by the Department of Health or any new employers body to whom this function may in future be delegated. The mileage on the urban cycle will be as quoted by manufacturers from officially approved tests under the Passenger Car Fuel Consumption Order 1983.
53. The provisions of paragraph 26 of these provisions shall apply to expenses incurred by a consultant using a Lease Car on official business.

#### **Carriage of passengers**

54. Liability for compensation of authorised official passengers injured while being carried in a Lease Car will be borne by the employing organisation. It is for

each employing organisation to reach a view and issue advice to consultants on the carriage of official passengers.

## **Other expenses**

### **Subsistence allowances**

55. The provisions of Section 22 of the General Council Conditions of Service shall apply, with the following provisos:
56. For the purposes of this guidance the term "principal place of work" shall be understood to mean "the NHS facility where the consultant's principal duties lie", except in the case of consultants who work occasional sessions with the Blood Transfusion Services in which case the regional headquarters of the Blood Transfusion Service shall be considered to be the principal place of work for any such sessions.
57. No day allowance shall be payable in respect of any period spent at a NHS facility as part of the Programmed Activities of the consultant concerned.

### **Postage etc**

58. Any expenditure necessarily incurred by a consultant on postage or telephone calls in the service of an employing organisation shall be reimbursed, through the periodical claim for travelling and subsistence.

### **Expenses of candidates for appointments**

59. The provisions of this paragraph shall apply where an employing organisation summons a consultant to appear before a selection board or invites a short-listed consultant to attend in connection with his or her application for appointment.
  - (i) reimbursement of eligible expenses shall be made by the prospective employing organisation.
  - (ii) where a consultant holds a paid or honorary appointment with an employing organisation and applies for a new post with his or her own or another employing organisation, the consultant is entitled to travelling expenses in accordance with paragraph 3 of these provisions and to subsistence allowance in accordance with paragraphs 55 to 57.
  - (iii) where a consultant to whom sub-paragraph (ii) does not apply provides general medical or dental services under Part II of the National Health Service (Scotland) Act 1978, or is an assistant to such a consultant, he or she is entitled to travelling expenses and subsistence allowance at the higher rate applicable under paragraphs 55 to 57 of these provisions.
  - (iv) a consultant to whom sub-paragraphs (ii) and (iii) do not apply may at the discretion of the employing organisation be reimbursed travelling expenses and subsistence allowance, subject, unless the circumstances warrant exceptional treatment, to the maximum that would have been payable had those provisions applied.

(v) a candidate for a consultant appointment shall not be reimbursed for more than three attendances. Where an employing organisation invites such a candidate to attend prior to short-listing, it may reimburse the candidate's expenses provided that he or she is subsequently short-listed, but not otherwise.

(vi) a candidate to whom sub-paragraph (v) does not apply shall not be reimbursed for more than two attendances.

60. A consultant to whom sub-paragraph 59(ii) applies and who is summoned to appear before a selection board while on holiday shall be reimbursed for:

(i) travelling expenses from the consultant's holiday address, but limited in the case of travel from abroad to expenses from the port of entry in Great Britain, provided that the consultant returns to his or her holiday address after interview; for this purpose, travel from Northern Ireland, the Isle of Man and the Channel Islands shall not be regarded as travel from abroad; and

(ii) subsistence allowance at the appropriate rate, unless the consultant is able to stay at his or her own home and it is reasonable to expect the consultant to do so.

61. Reimbursement shall not be made to a consultant who refuses the offer of the appointment as advertised on grounds which the employing organisation considers inadequate.

### **Removal expenses**

62. The provisions of Section 26 of the General Council Conditions of Service shall apply.

## APPENDIX 8

### **Terms and Conditions of Service Speciality Doctors – England (2008) Schedule 20**

#### **Model Provisions for Expenses.**

These model provisions are designed to serve as the basis for agreements about the payment of doctors' expenses for doctors employed by the NHS or contracted on an honorary basis. NHS employers and doctors may agree alternative provisions.

#### **General**

- 1 Travelling, subsistence, and other expenses incurred in the service of the employer shall be reimbursed to meet costs at the rates set out in this schedule or up to the limits set and agreed locally. Expenses do not form part of a doctor's pay and are not pensionable.

#### **Submission of Claims**

- 2 In preparing claims, doctors shall indicate adequately the nature of the expenses involved and submit valid receipts; claims shall be submitted normally at intervals of not more than one month, and as soon as possible after the end of the period to which the claim relates.

#### **Travelling Expenses and Mileage Allowance**

- 3 The provisions of Section 23 (except paragraphs 2.4 and 4) of the General Council Conditions of Service shall apply. In these provisions "principal place of work" shall be understood to mean "the hospital or other base from which the doctor conducts his or her main duties". Where a doctor has a joint contract with more than one employing organisation, the term "principal place of work" shall be interpreted as meaning the base from which the doctor conducts his or her main duties within that joint contract, irrespective of employing organisation.

#### **Mileage Allowances Payable**

- 4 Except where a doctor has been allocated a Lease Car (paragraphs 26 to 48 and subject to paragraph 29 of these provisions) mileage allowances shall be payable in accordance with the rates specified at paragraphs 10 to 20 of these provisions, as appropriate, where doctors use their private vehicle for any official journey on behalf of their employing organisation, including travel in connection with domiciliary consultations.
- 5 No allowance shall be payable for their normal daily journey between their home and their principal place of work, except as provided for in paragraphs 6 to 9.

## Emergency Visits

- 6 Doctors called out in an emergency shall be entitled to mileage allowance in respect of any journey they are required to undertake, including the distance between their home and principal place of work. **Terms and conditions of service specialty doctors – England (2008)**

## Home-to-Principal Place of Work Mileage

### Official Journeys Beginning At Home

- 7a Subject to sub-paragraph 7.b. where a doctor travels between their home and principal hospital before and/or after an official journey, or journey direct from their home to the place visited and/or return direct to their home from the place visited, mileage allowance shall be payable for the whole distance travelled, subject to a maximum based on the return journey from their principal hospital to the place visited, plus twenty miles. Mileage allowance shall be paid for the distance equal to the return journey between the principal hospital and the place visited. The additional (maximum) twenty miles shall be paid for as follows:
- i. if the doctor is the holder of a current season ticket for travelling between their home and their principal hospital, mileage allowance in accordance with paragraphs 10 to 17.
  - ii. if the doctor is not a season ticket holder, mileage allowance less the public transport rate.
- b No allowance shall be paid in respect of home to principal hospital mileage to a doctor whose normal practice is to travel from their home to their principal hospital by private car even when the car is required for the purpose of making an official journey.

Application of paragraph 7.

- 8 Paragraph 7 shall be applied as follows:
- a. Doctors who travel by car only on the days when they require it to make an official journey which attracts mileage allowance, other than at the public transport rate, shall be paid mileage allowance calculated in accordance with sub-paragraph 7.a;
  - b. except as provided in sub-paragraph 8.c, doctors whose normal practice is to travel to their principal hospital by car shall, if they use it on any day to make an official journey, be paid mileage allowance by reference to the excess, if any, of the total distance travelled over the normal return journey between their home and their principal hospital;

- c. doctors whose normal practice is to use their car to travel to their principal hospital, but who satisfy both the following requirements, may, if the employing authority by resolution so decide, be treated as in sub-paragraph 8.a., i.e. they may, in respect of the days on which they actually use the car to make an official journey which attracts mileage allowance, other than at the public transport rate, be paid mileage allowance in accordance with sub-paragraph 7.a. Doctors to whom this arrangement apply are those who have a claim to special consideration because:
- i. they have a definite commitment to make an official journey every day for which the use of their car is justified, or, alternatively, their duties are such that they are liable to be called upon to make official journeys by car which cannot be arranged in advance, and that liability is so extensive and the journeys in practice so frequent as to make it **Terms and conditions of service specialty doctors – England (2008)**
  - i. desirable that their car should always be available at their principal hospital; and
  - ii. they would not otherwise require to travel to their principal hospital by car.

### **Locum Tenens**

- 9 Where a locum doctor travels between his or her home (or temporary accommodation) and principal place of work, expenses shall be payable in respect of any distance by which the journey exceeds 10 miles each way.

### **Rates of Mileage Allowance: Regular User Allowances**

- 10 Allowances at regular user rates shall be paid to doctors who:
- (i) are classified by the employing organisation as regular users and choose not, or are unable, to avail themselves of a Lease Car in accordance with paragraphs 26 to 34; or
  - (ii) are new appointees to whom the employing organisation has deemed it uneconomic, or is unable to offer a Lease Car in accordance with paragraphs 26 to 34; and
  - (iii) are required by their employing organisation to use their own car on NHS business and, in so doing, either:
    - (a) travel an average of more than 3,500 miles a year; or
    - (b) travel an average of at least 1,250 miles a year; and
    - (c) necessarily use their car on an average of three days a week;
 or

(d) spend an average of at least 50% of their time on such travel, including the duties performed during the visits.

### **Change in Circumstances**

11. If there is a change in a doctor's duties or if the official mileage falls below that on which a regular or essential user classification was based and which is likely to continue, the application to the doctor of the regular user agreement should be reconsidered. Any decrease in the annual official mileage or the frequency of travel, etc which is attributable to circumstances such as prolonged sick leave or the temporary closure of one place of duty should be ignored for this purpose.

### **Non-Classification as Regular User**

12. Where an employing organisation does not consider that a doctor, other than one to whom paragraph 29 of these provisions applies, should be classified as a regular or essential user, and if this gives rise to any serious difficulty, the doctor shall have recourse to local grievance procedures. **Terms and conditions of service specialty doctors – England (2008)**

### **Payment of Lump Sums**

13. Payment of the annual lump sum allowance shall be made in equal monthly instalments over a period from 1 April in any year to 31 March in the succeeding year.
14. In the case of a doctor who takes up an appointment with an employing organisation or leaves the employment of his or her employing organisation after 1 April in any year, allowances shall be paid pro rata. The calculation of the mileage allowance should thus be in accordance with the following procedure:
- (i) The mileage allowance to be paid at the higher rate would, at 9,000 miles per annum, be equivalent to 750 miles per month of service. The excess over 750 miles per month of service would be paid at the intermediate and, if appropriate, the lower rate. For example, where the total service in the period 1 April in any year to 31 March in the succeeding year is five months, then up to 3,750 miles would be paid at the higher rate and any excess at the intermediate, and if appropriate, the lower rate. Similarly, the lump sum should be divided into twelve monthly payments.
  - (ii) When a doctor leaves the employment of an employing organisation, a calculation shall be made in respect of his or her entitlement for the portion of the year served with the employing organisation and any adjustments made thereafter.

## **Part Months of Service**

- 15 Part months of service shall be regarded as complete months for the purposes of paragraph 13. However, a regular user who leaves the service of one employing organisation and enters the employment of another during the same month shall receive only one lump sum instalment for that month, payable by the former employing organisation.

## **Cars Out of Use**

- 16 When a doctor entitled to the regular user allowance does not use his or her car as a result of a mechanical defect or absence through illness:
- (i) the lump sum payment should be paid for the remainder of the month in which the car was out of use and for a further three months thereafter. For the following three months, payment should be made at the rate of 50% of the lump sum payment. No further payments should be made if a car is out of use for six months or longer;
  - (ii) during the period when the car is “off the road” for repairs, out of pocket expenses in respect of travel by other forms of transport should be borne by the employing organisation, in accordance with the provisions of paragraph 2 of Section 23 of the General Council Conditions of Service. **Terms and conditions of service specialty doctors – England (2008)**

## **Standard Mileage Rates**

- 17 Mileage allowances at standard rates will be paid to doctors who use their own vehicles for official journeys, other than in the circumstances described in the above paragraph of these provisions, provided that a doctor may opt to be paid mileage allowances at standard rates, notwithstanding his or her entitlement to payment at regular user rates.

## **Public Transport Mileage Rate**

- 18 The foregoing rates shall not apply if a doctor uses a private motor vehicle in circumstances where travel by a public service (e.g. rail, bus) would be appropriate. For such journeys, an allowance at the public transport rate shall be paid, unless this is higher than the rate that would be payable at the standard, regular user or special rate. Further guidance on the application of the public transport mileage rate is attached at Annex B.

## **Passenger Allowances**

- 19 Where other employees or members of an employing organisation are conveyed in the same vehicle, other than a Lease Car, on the business of the

National Health Service and their fares by a public service would otherwise be payable by the employing organisation, passenger mileage allowance shall be paid.

### **Garage Expenses, Tolls and Ferries**

- 20 Subject to the production of vouchers wherever possible, doctors using their private motor vehicles on an official journey at the standard, regular user or special rate of mileage allowance shall be refunded reasonable garage and parking expenses and charges for tolls and ferries necessarily incurred, except that charges for overnight garaging or parking shall not be reimbursed, unless the doctor is entitled to night subsistence allowance for overnight absence. Similar expenses may also be refunded to doctors only entitled to the public transport rate of mileage allowance, provided that the total reimbursement for an official journey does not exceed the cost which would otherwise have been incurred on public transport, including the fares of any official passengers.

### **Loans for Car Purchase**

- 21 The provisions of this paragraph apply to doctors who qualify for the first time as regular car users in the NHS, other than those who are offered, or provided with, a suitable Lease Car.
- 22 Such doctors are entitled to a loan at 2½% flat rate of interest, provided that the request for the loan is made within three months of such classification, or of taking up the post (whichever is the later).
- 23 Loans shall be made in accordance with the provisions of paragraphs 22 to 27 of Section 24 of the General Council Conditions of Service.
- 24 In determining whether a car is “suitable” for the purposes of these provisions, various factors may need to be taken into account, such as the total official mileage to be driven, reliability, the need to carry heavy or bulky equipment and local road conditions, etc. **Terms and conditions of service specialty doctors – England (2008)**

### **Pedal Cycles**

- 25 Doctors using pedal cycles for official journeys may be reimbursed at the rate set out in [Annex A, Table 1](#).

### **Lease Cars**

#### **Allocation**

- 26 For the purposes of paragraphs 27 to 48, a “Lease Car” is any vehicle owned or contract-hired by an employing organisation.

- 27 Employing organisations may offer Lease Cars for individual use on official business where they deem it economic (see also paragraph 45 of these provisions) or otherwise in the interest of the service to do so.
- 28 Doctors in post on 9 May 1990 who are required to travel on NHS business and have been classified by the employing organisation as regular users may continue to receive the regular user lump sum payments and allowances set out in Annex A, Table 1 for so long as they remain in the same post or until they voluntarily accept the offer of a Lease Car.

### **New Appointees**

- 29 A doctor who was a new appointee after 9 May 1990 (including a doctor who voluntarily moves post within the same employing organisation, or to a different employing organisation) and who is required to travel on NHS business and who chooses to use his or her own car, rather than to accept the employing organisation's offer of a Lease Car, shall not receive the allowances specified in paragraph 28 of these provisions, but shall be reimbursed at the special rate. The special rate will be equivalent to the current 9,001 to 15,000 miles rate for over 2000cc for regular and standard users, regardless of the vehicle's engine size.
- 30 A doctor who initially refused an offer of a Lease Car will continue to be eligible for one, providing there has been no change in the doctor's duties.
- 31 A doctor who has been allocated a Lease Car for individual use on NHS business is entitled to private use of the car, subject to the conditions set out in paragraph 35 to 48 of these provisions.
- 32 The offer of a Lease Car constitutes the offer of a base vehicle which should in no case exceed 1800cc. Unless the doctor and the employing organisation agree to the allocation of a smaller vehicle, it shall be at least 1500cc. In determining the operational needs of a post for assessing the base vehicle requirement, employing organisations shall have regard, in consultation with the doctors concerned or their representatives, to:
- a the clinical commitments of the postholder, including the nature, frequency and urgency of the journeys to be undertaken;
  - b the distances to be travelled;
  - c the road, traffic and climatic conditions;
  - d the physical requirements of the postholder; and
  - e the need to transport equipment.
- 33 A Lease Car which is no longer required by an individual member of staff may be allocated to another for the remaining term of the contract (or notional contract). In that event, the charges for private use will be based on the fixed

annual charges determined when the employing organisation first obtained the vehicle.

- 34 Employing organisations shall ensure that proper arrangements are made for the economic servicing, repair, maintenance in a roadworthy condition and replacement of Lease Cars.

### **Conditions of Use**

- 35 Following consultation with the representatives of the professions locally, an employing organisation's conditions of use shall set out the doctor's obligations in respect of the Lease Car and shall state the effect of the following events on the contract and any subsequent financial liability on the doctor:

- (i) breach of conditions of use;
- (ii) disqualification from driving;
- (iii) wilful neglect;
- (iv) termination of the doctor's contract of employment on disciplinary grounds, voluntary resignation or transfer to another employing organisation (where practicable reciprocal arrangements should be made);
- (v) change of duties resulting in the doctor no longer being required to drive on official business;
- (vi) substantial reduction in annual business mileage;
- (vii) prolonged absence on annual study, special or maternity leave.

### **Charges for Private Use**

- 36 The basis of charges for private use set out in this paragraph assumes that Lease Cars are provided on a contract hire basis. Where this is not the case, charges for private use are to be based on the notional cost to the employing organisation of providing Lease Cars on a contract hire basis. Notional contract hire charges at current rates are to be used, and the fixed charge to the doctor for agreed private mileage determined on this basis is to remain unaltered for the period for which the contract would have remained in force (e.g. three years).
- 37 A doctor will be required to pay one composite annual charge for private use. This will comprise of the sum of the items listed in Annex A, Table 2. The composite annual charge will be paid by monthly deduction from salary of one twelfth of the total.

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- 38 The basis of the fixed charge for agreed private mileage shall be the doctor's estimate to the nearest thousand miles of his or her annual private mileage, as agreed by the employing organisation and multiplied by the rate per

thousand miles, determined in accordance with the formula set out in Annex A, Table 2, Paragraph B.

- 39 In the event that a doctor underestimates his or her annual private mileage, an excess charge will be levied by the employing organisation, based on the contract hirer's excess charge to the employing organisation for the particular car hired to the doctor. In the event that a doctor overestimates his or her annual private mileage, any sum recoverable by the employing organisation from the contract hirer in respect of the overestimate will be refunded to the doctor. If no recovery is available to the employing organisation, no refund will be made to the doctor.
- 40 A doctor shall meet the cost to the employing organisation of the fitting of any optional extras the doctor requires, and the contract between the employing organisation and the doctor should specify whether such extras will become the property of the contract hirer or of the doctor. In the latter case, the doctor shall be liable for the cost of making good any damage caused to the car by the removal of such fittings at the end or on early termination of the contract. However, if such alterations are required because the doctor has a certified disability, then the costs shall be met by the employing organisation.
- 41 In the event of the doctor's death in service or an early termination of the doctor's contract on the grounds of ill health, there shall be no financial penalty to the doctor or the doctor's estate on account of the early termination of the contract for private use of the Lease Car.
- 42 In the event of a doctor's absence from work for an extended period on maternity, sick, study or special leave, a doctor who has contracted for private use of a Lease Car may choose to continue the private use at the contracted charge or to return the vehicle to the employing organisation. In the latter case, there shall be no financial penalty to the doctor on account of early termination of the contract.

### **Alternative Vehicle**

- 43 Subject to the agreement of the employing organisation, which shall not be unreasonably withheld, a doctor who wishes to contract for private use of a Lease Car may choose a larger or more expensively equipped vehicle than that offered. In this event, the doctor shall be responsible for meeting the additional costs to the employing organisation by means of an addition to the composite annual charge, which shall be paid by monthly deduction from salary of one twelfth of the total determined. The rate for reimbursement of petrol used on official business shall be that of the appropriate base vehicle.

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#### **Reimbursement of Petrol and Other Costs**

- 44 A doctor who has been allocated a Lease Car will be responsible for purchasing all petrol, whether for business or private mileage.

45 NHS business mileage costs will be reimbursed by reference to a claim form or diary showing daily visits on NHS business signed by the doctor. NHS business mileage costs include journeys for which a mileage allowance would be payable under paragraphs 7 to 8 of these provisions.

46 The rate per mile will be determined according to the following formula:

Cost of one gallon of premium unleaded petrol\*  
Base Vehicle's mileage on urban cycle

\* The price of petrol will be as recommended from time to time by the Department of Health or any new body to whom this function may in future be delegated. The mileage on the urban cycle will be as quoted by manufacturers from officially approved tests under the Passenger Car Fuel Consumption Order 1983.

47 The provisions of paragraph 26 of these provisions shall apply to expenses incurred by a doctor using a Lease Car on official business.

### **Carriage of Passengers**

48 Liability for compensation of authorised official passengers injured while being carried in a Lease Car will be borne by the employing organisation. It is for each employing organisation to reach a view and issue advice to doctors on the carriage of official passengers.

### **Other Expenses**

#### **Subsistence Allowances**

49 The provisions of Section 22 of the General Council Conditions of Service shall apply, with the following provisos:

50 For the purposes of this guidance the term "principal place of work" shall be understood to mean "the NHS facility where the doctor's principal duties lie".

51 No day allowance shall be payable in respect of any period spent at a NHS facility as part of the Programmed Activities of the doctor concerned.

#### **Postage etc**

52 Any expenditure necessarily incurred by a doctor on postage or telephone calls in the service of an employing organisation shall be reimbursed, through the periodical claim for travelling and subsistence.

### **Expenses of Candidates for Appointments**

- 53 The provisions of this paragraph shall apply where an employing organisation invites a doctor to appear before a selection board or invites a shortlisted doctor to attend in connection with his or her application for appointment.
- (i) reimbursement of eligible expenses shall be made by the prospective employing organisation.
- (ii) where a doctor holds a paid or honorary appointment with an employing organisation and applies for a new post with his or her own or another employing organisation, the doctor is entitled to travelling expenses in accordance with paragraph 3 of these provisions and to subsistence allowance in accordance with paragraphs 49 to 51.
- (iii) where a doctor to whom sub-paragraph (ii) does not apply provides general medical or dental services under Part II of the National Health Service Act 1978, or is an assistant to such a doctor, he or she is entitled to travelling expenses and subsistence allowance at the higher rate applicable under paragraphs 49 to 51 of these provisions.
- (iv) a doctor to whom sub-paragraphs (ii) and (iii) do not apply may at the discretion of the employing organisation be reimbursed travelling expenses and subsistence allowance, subject, unless the circumstances warrant exceptional treatment, to the maximum that would have been payable had those provisions applied.
- 54 A doctor to whom sub-paragraph 53(ii) applies and who is invited to appear before a selection board while on holiday shall be reimbursed for:
- (i) travelling expenses from the doctor's holiday address, but limited in the case of travel from abroad to expenses from the port of entry in Great Britain, provided that the doctor returns to his or her holiday address after interview; for this purpose, travel from Northern Ireland the Isle of Man and the Channel Islands shall not be regarded as travel from abroad; and
- (ii) subsistence allowance at the appropriate rate, unless the doctor is able to stay at his or her own home and it is reasonable to expect the doctor to do so.
- 55 Reimbursement shall not be made to a doctor who refuses the offer of the appointment as advertised on grounds which the employing organisation considers inadequate.

### **Removal Expenses**

- 56 The provisions of Section 26 of the General Council Conditions of Service shall apply.

**Annex A – Transport Fees and Allowances** Please see the latest Pay Circular which deals with pay and conditions of service of hospital medical and dental staff and doctors in public health medicine and the community health service. This is available on the NHS Employers website at

[www.nhsemployers.org/PayAndContracts/Pay%20circulars/Pages/PayCirculars.aspx](http://www.nhsemployers.org/PayAndContracts/Pay%20circulars/Pages/PayCirculars.aspx)

## Annex A – Allowances and charges for private use

**Table 1: Mileage allowances**

**NB These rates will be updated from time to time by the employing organisation**

1 Public transport rate: 24p per mile.

2 Regular user rates:

Motor cars:

Engine capacity	(cc)	501 to 1000	1,001 to 1,500	1,501 to 2,000	over 2,000
Lump sum	(£)	508	626	760	760
Up to 9,000 miles	(p)	29.7	36.9	44.0	44.0
9,001 - 15,000 miles	(p)	17.8	20.1	22.6	22.6
Thereafter	(p)	17.8	20.1	22.6	22.6

3 Standard rates:

Motor cars:

Engine capacity	(cc)	501 to 1000	1,001 to 1,500	1,501 to 2,000	over 2,000
Up to 3,500 miles	(p)	37.4	44.3	58.3	58.3
3,501 - 9,000 miles	(p)	23.0	28.2	33.5	41.0
9,001 - 15,000 miles	(p)	17.8	20.1	22.7	25.5
Thereafter	(p)	17.8	20.1	22.6	22.6

4 Other motor vehicles

Engine capacity	(cc)	Up to 125	Over 125
Up to 5,000 miles	(p)	17.8	27.8
Over 5,000 miles	(p)	6.7	9.9

5 Passenger allowance:

Each passenger: 5p per mile

6 Pedal cycles: 10p per mile

**Table 2: Lease cars charges for private use of allocated lease cars**

**NB These rates will be updated from time to time by the employing organisation**

A. The current rates of: £

Road Fund Licence e.g. 155

Insurance for Private Use \*  
(National call-off contract) e.g. 88

Including cover for private use: e.g. 128

Handling charge 95

B. Fixed Annual Charge per 1,000 private miles (for each year of the contract or notional contract), determined as follows:

$$\frac{(\text{Cost of Contract Hire at } \quad ) \text{ --- } (\text{Cost of Contract Hire at } \quad )}{(\text{maximum quoted mileage } ) \text{ --- } (\text{minimum quoted mileage } )} \\ 1000$$

Plus total excess costs for non-base vehicle, where appropriate.

Plus VAT on total charge to consultant (A+B).

NB: Where the cost to the employing organisation of hiring the car includes Road Fund Licence and/or Insurance, these items should be extracted and the net cost used in calculating the charge per 1,000 miles.

- Lease Cars, while used solely on NHS business, do not require to be taxed or insured for the purposes of the Road Traffic Act 1972; any private mileage requires that the vehicle be taxed and insured.

## **Annex B – Application of the public transport user rate**

1. This annex provides further guidance on the application of the public transport user rate instead of the standard mileage rate, under the provisions set out in paragraph 23 of the main body of this guidance.
2. If mileage allowance is payable, the public transport rate (set out in Annex A, Table 1) should be paid where travel by a public service is appropriate, but the consultant prefers to use a private means of transport instead. In all other circumstances, the standard or regular user rates apply.
3. Employers should use the following criteria in deciding whether the public transport rate should apply:
  - the nature of the consultant's duties;
  - the length and complexity of journeys (including the number of changes and likely waiting times);
  - the availability of public transport;
  - personal safety;
  - the time of day
  - relative journey times (public transport compared with private vehicle)
  - any other relevant factors, for example, equipment or luggage to be carried.
4. In particular, employers should take into account the variable times at which consultants start and finish work when public transport may not be a viable way of travelling.

