



# National Offender Management Service

Permanent Transfers		
<b>This instruction applies to:</b>		<b>Reference:</b>
National Probation Service		PI 24/2015
<b>Issue date</b>	<b>Effective Date</b>	<b>Expiry Date</b>
1 December 2015	1 December 2015	30 November 2019
<b>Issued on the authority of</b>	NOMS Agency Board	
<b>For action by</b>	All staff responsible for the development and publication of policy and instructions <input type="checkbox"/> NOMS HQ <input checked="" type="checkbox"/> National Probation Service (NPS) <input type="checkbox"/> Community Rehabilitation Companies (CRCs) <input type="checkbox"/> Other Providers of Probation and Community Services <input type="checkbox"/> Heads of Groups <input type="checkbox"/> NOMS Rehabilitation Contract Services Team	
<b>Instruction type</b>	HR function	
<b>For information</b>	All staff in NOMS NPS locations	
<b>Provide a summary of the policy aim and the reason for it's development/revision</b>	This is a policy for the NPS which sets out the arrangements in place for staff permanent public interest transfers	
<b>Contact</b>	HR Shared Services 0845 010 0302	
<b>Associated documents</b>	PI 17/2015 Travel and Subsistence <a href="#">My Services</a> <a href="http://www.hm-treasury.gov.uk/psr_mpm_index.htm">www.hm-treasury.gov.uk/psr_mpm_index.htm</a>	
<b>Replaces the following documents which are hereby cancelled:</b> None		
<p><b>Audit/monitoring:</b> Compliance checks will be undertaken centrally by Shared Service Expenses Compliance. Additional compliance checks may be undertaken by the MOJ Taxation Team and NOMS HR policy. Ad-hoc monitoring will be undertaken by MOJ Audit &amp; Corporate Assurance.</p> <p>Mandatory elements of instructions must be subject to management checks and may be subject to audit by HQ managers, as judged to be appropriate by the managers with responsibility for delivery. In addition, NOMS will have a corporate audit programme that will audit against mandatory requirements to an extent and at a frequency determined from time to time through the appropriate governance.</p>		
<b>Introduces amendments to the following documents:</b> None		
<b>Notes:- All Mandatory Actions throughout this instruction are in italics and must be strictly adhered to.</b>		

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## 1. Executive Summary

### Background

- 1.1 This instruction sets out the policy for the reimbursement of expenses linked to Permanent Transfer only where you are posted on permanent and compulsory transfer terms at public expense ('a public interest transfer') within NOMS.
- 1.2 This instruction represents a comprehensive statement of the rules governing payment of transfer expenses. It should be referred to by both staff who are transferring and their managers and those who are responsible for authorising and administering this instruction.
- 1.3 Further amendments, and in particular, periodic changes in rates of allowances, the list of average house prices, and the NOMS mortgage interest rate will be published via Notices to Staff.

### Desired outcomes

- 1.4 This Instruction aims to ensure that the reimbursement of expenses linked to permanent and compulsory transfers is managed robustly and in strict accordance with the rules of this Instruction. It also aims to ensure that the relevant HM Revenue & Customs guidance on the treatment of taxable expenses is adhered to.

### Application

- 1.5 *All staff transferring under the permanent transfers policy must be familiar with all sections of this Instruction.*
- 1.6 All managers with budget holder responsibility for public interest transfers expenses are required to read and follow all sections of the permanent transfer policy as required.
- 1.7 All staff responsible for administering expenses under the public interest transfer policy are required to read and follow all sections of this Instruction.

### Mandatory actions

- 1.8 *All staff must adhere to the mandatory actions detailed in this instruction.*
- 1.9 *All line managers must ensure that all expenses claimed by staff transferring at public interest are actually and necessarily incurred.*
- 1.10 *Senior managers must ensure that the mandatory actions in all sections of this instruction are followed and that the amount of allowances offered to staff on permanent transfer does not exceed the limits set out in this Instruction.*

### Resource Impact

- 1.11 There will be no direct resource impact on staff in NOMS headquarters or in NPS locations resulting from this Instruction.

Guidance

1.12 Further guidance for all staff on managing public interest transfer expenses can be found on [My Services](#)

(Approved for Publication)

pp. Peter Firth  
Deputy Director of Human Resources, NOMS

**Carol Carpenter**  
**Director of Human Resources, NOMS**

## **2. Definitions**

- 2.1 Where staff undertake a permanent transfer to a new location and are offered full public interest transfer terms under this policy, they will be eligible for either an Excess Fares Allowance (formerly known in NPS as Additional Travel Expenses (ATE) or Displacement Allowance (DA), or an assisted move of home. The decision as to which will be appropriate is dependent upon the travelling time from home to the new location. This will be calculated by SSCL on behalf of NOMS.
- 2.2 For the purposes of this policy, the term 'compulsory transfer' is intended to describe those permanent transfers which are undertaken at the instigation of NOMS to ensure continued organisational effectiveness, rather than transfers which come about as the result of an individual applying for a post where there is a vacancy. Where staff transfer to a new location in these circumstances, the terms outlined in this policy will be applied.
- 2.3 Where the term 'compulsory' is used in the context of permanent transfers, this will refer to the terms which will be offered should a member of staff be asked to move at the instigation of NOMS within the normal bounds of employment law
- 2.4 Where applicants apply for permanent posts within NOMS which are advertised as being eligible for public interest transfer terms, this policy will apply either in full or in part, according to the terms detailed in the job advertisement. There is no obligation on NOMS to provide public interest transfer moves where job advertisements do not stipulate this. This is the decision of the advertising authoriser.
- 2.5 Where the term 'posting' is used within the context of permanent transfers, this will refer to an agreed move of location (either on 'compulsory' or 'voluntary' terms)

### **3 General rules and advice**

#### Scope of the public interest transfer

- 3.1 *The decision to authorise a public interest transfer must be made by Directors/Deputy Directors for NPS staff in the NPS Directorate/NOMS in Wales. The authoriser must be the receiving budget holder.*
- 3.2 If you accept a posting advertised with restrictive terms that is, restricted to excess fares only, (formerly known as ATE/DA within NPS), then the restriction overrides the general rules and principles in this chapter.
- 3.3 Expenses resulting from a public interest transfer will be reimbursed strictly in accordance with the rules in this order.
- 3.4 However, there may be exceptional cases in which rigid application of the rules results in a member of staff being seriously out of pocket. In such cases NOMS may exceptionally meet or contribute to additional costs which are actually and necessarily incurred and receipted, up to a limit of £5,000. Should you wish to apply for this payment, you should submit a business case with supporting evidence to the Shared Services PIT Team, supported by your Director/Deputy Director.
- 3.5 *Exceptional payments above this amount must to be referred to HM Treasury by HR Policy.*
- 3.6 The submission of your business case to Shared Services or HM Treasury is at the discretion of NOMS. Each case will be assessed on its own merit. There is no automatic entitlement to the payment.

#### Principle of reimbursement

- 3.7 The general principle underlying this Instruction is that reasonable expenses necessarily incurred and in accordance with the guidelines set out in this policy may be reimbursed.
- 3.8 However, you should note that not all expenses qualify for reimbursement. No compensation will be made for:
- hypothetical expenses,
  - fluctuations in the housing or financial market and any equity loss suffered by a member of staff on the sale of property;
  - the loss of a spouse's income;
  - protecting staff against the consequences of events unrelated to the transfer such as divorce or separation.
- 3.9 ***You must not commit yourself to expenditure on a move of home until the Shared Services PIT team has confirmed that these costs will be met from public funds.***

#### Reasonable Travelling Distance for the purposes of PIT

- 3.10 In deciding whether a move of home can be approved, Shared Services will first consider whether you already live within reasonable daily travelling time of your new workplace using an online route planner. Should the current journey already be in excess of the limits, staff will not automatically have an entitlement to a move of home.
- 3.11 If this is within the London pay area, you will normally be expected to travel daily for up to 90 minutes each way between your home and work; outside the London pay area, you will be expected to travel up to 75 minutes each way.

- 3.12 *You must seek approval for the new permanent home location from the PIT team at Shared Services before you enter into any financial commitment.*

#### Move of home

- 3.13 A public interest transfer does not automatically mean that the NOMS will pay for you to move home. *Before approving a move of home for the purpose of paying allowances and expenses, Shared Services, in consultation with your budget manager must be satisfied that a move of home:*
- *is necessary;*
  - *represents value for money for the public purse; and*
  - *is below the reasonable travelling distance thresholds and significantly reduces the time and/or complexity of the journey to and from your new place of work, so that you will be able to carry out the requirements of your post fully and effectively.*
- 3.14 If a transferred member of staff has a partner in the Civil Service (including other Government departments and Agencies) who is also granted a public interest transfer, either partner but not both may claim expenses including when both parties currently live at separate addresses and wish to purchase one home. NOMS will provide financial assistance towards one home sale/purchase, not both.

#### Leave

- 3.15 You may be allowed special leave with pay to undertake reconnaissance and/or preliminary visits.

#### Permanent transfer without a move of home

- 3.16 If you are posted on public interest transfer terms but decide not to move home, or if NOMS does not approve a move of home, you may still be able to claim Excess Fares Allowance, (formerly known as ATE/DA). See Section 12 for further details.

#### Allowances payable for a move of home

- 3.17 The allowances payable for a move of home will vary according to your domestic circumstances at your previous place of work (your 'old location') at the date of transfer. Staff who are permanently transferred will be in one of the following categories (further information can be found on [My Services](#)):
- a. married/civil partnership/common-law relationship householder; or
  - b. married/civil partnership/common-law relationship non-householder; or
  - c. single householder; or
  - d. single non-householder
- 3.18 **There is no right of appeal within this Instruction against decisions to award/grant allowances within the permanent transfer's policy.**
- 3.19 ***In granting PIT, managers must not exceed the limits set out in this instruction unless specifically detailed in this instruction. All policy violations must be challenged and denied payment.***

#### Betterment

- 3.20 NOMS does not stipulate the kind of home you buy or rent at your new workplace, and there is no objection to you improving your housing standards when you move home. *However, betterment must not be obtained at public expense.*

- 3.21 Public funds may not be used to subsidise an improvement in your standard of housing on transfer and the rules of betterment will be applied to your entire move.
- 3.22 If any part of your accommodation either at the old or the new location was or is used for purposes other than as your residence (e.g. as a farm, boarding house or shop), NOMS will reimburse only a proportion of the costs relating to the residential element.
- 3.23 If you leave NOMS through resignation, dismissal or voluntary transfer within 12 months of the date of transfer, all allowances will cease and you may be required to refund all expenses paid that are linked to your move of home.

#### Requirements when you move home at public expense

- 3.24 *Immediately after you receive authorisation from Shared Services that PIT has been approved, you must move as soon as possible.*
- 3.25 *If you are an owner-occupier, you must put your existing house up for sale immediately. If you do not, it may affect your entitlement to certain allowances.*
- 3.26 *You must not seek an unreasonable price for your house and in order to continue to receive expenses, you must market at a realistic price reflecting the open market value supported by estates agents' letters, in order to achieve a quick sale.*

#### Taxation

- 3.27 NOMS will compensate staff for tax liabilities arising from moves of home where Taxable Housing Cost Allowance (THCA) is reimbursed, at the basic rate tax limit only.
- 3.28 The first £8,000 of qualifying removal expenses/benefits is exempt from a charge to tax. NOMS will pay tax directly to HMRC where a tax liability arises and individual staff need take no action.
- 3.29 NOMS will not compensate staff for their own tax liabilities resulting from Excess Fares Allowance (EFA), formerly known in NPs as ATE/DA, any tax due on Taxable Housing Cost Allowance (THCA) above the basic rate of tax or liabilities resulting from an Advance of Salary (AOS)
- 3.30 Staff in receipt of pay-related benefits such as THCA and EFA lump sums should note that payments could affect their benefits such as Child Maintenance and tax credits. No compensation is payable by NOMS in those circumstances.

## 4. Transfer Expenses

### Making a Claim

- 4.1 *All expenses must be submitted via the iExpenses system and receipts retained for a period of two years following the end of the tax year in which the expenses were paid.*
- 4.2 *Applications for permanent transfer expenses must be submitted to Shared Services within 3 months of the date of transfer. Late applications will not be approved unless good reason is shown for the delay.*
- 4.3 **You must not commit yourself to any expenditure until the PIT Team at Shared Services has confirmed that these costs will be met from public funds.**
- 4.4 *You must submit claims promptly and within one month of incurring the expenditure. In the case of lump sum payments such as transfer grants and longer term allowances, claims should be made within three months from the date when you were first eligible. Late claims may be difficult to check and will only be accepted if there is good reason for the delay and budget holder agreement.*
- 4.5 Further information on the application and claiming process can be found on [My Services](#).
- 4.6 Unless otherwise stated, all transfer expenses reimbursed using an annual calculation will be based on a calculation of 213 working days in the year to ensure account is taken for annual leave and other periods of absence.

### Advances

- 4.7 *In certain circumstances, NOMS may advance you funds for a forthcoming approved expenditure. Once you have made payment of the expenses for which the advance was given, you must submit a certified and receipted claim in order to clear the outstanding amount within 21 days following payment of the advance.*
- 4.8 **NOMS may demand repayment of the advance at any time. If you do not repay, it will be recovered from your salary.**
- 4.9 **An advance is issued for specified purposes in connection with official business. If you use it for other purposes, you may be guilty of a serious offence and subject to disciplinary action.**
- 4.10 Further information on advances is available on [My Services](#).

### Overpayments

- 4.11 In line with government accounting rules and Ministry of Justice policy, NOMS will always seek to recover overpayments of all expenses.
- 4.12 NOMS follows the HM Treasury guidelines "Managing Public Money". The principles of these guidelines are to pursue recovery of overpayments, irrespective of how they came to be made. See [www.hm-treasury.gov.uk/psr\\_mpm\\_index.htm](http://www.hm-treasury.gov.uk/psr_mpm_index.htm) for further information.
- 4.13 NOMS will deduct any overpayment from salary in accordance with AI 03/2010 – Pay Overpayments and Section 14 of the Employment Rights Act 1996 - Part II Protection of Wages - Deductions by employer.

## 5. Relocation Company Scheme

### Selling your home and funding the purchase of a new one

- 5.1 The essence of the scheme is that the relocation company offers you a guaranteed sale price (GSP) for your property at the old workplace. The guaranteed price will be set at the price at which your property is forecast to sell within a defined period (usually 3 months), reflecting existing market conditions and which is fair and reasonable to both parties given all the circumstances. Conditions may be attached to the offer.
- 5.2 The scheme gives staff greater bargaining power as purchasers, as they are effectively cash buyers. *In order to join the relocation scheme, you must be able to guarantee vacant possession before funding to purchase the new home occurs.*
- 5.3 If you accept the GSP, the relocation company will advance you the funds necessary to complete the purchase of your new property (up to the guaranteed price); and when you draw down funds to purchase and vacate the old property, the relocation company will take over the maintenance, insurance and marketing of it and its final sale to a third party. Once you draw down funds, NOMS will pay all the charges made by the relocation company.
- 5.4 The costs of legal and estate agents' fees on the sale of the property (except the cost of your own solicitor which should be claimed separately), maintenance costs, any charge to council tax and other outgoings on the property from the date of your move into permanent accommodation, and interest on funds advanced, will be borne by the relocation company and charged on to NOMS. *You must not make claims for these items.*
- 5.5 *There are additional services offered by the relocation company which staff must pay for if they choose to use them.*

### Eligibility

- 5.6 *The Relocation Company Scheme may be used by all staff undertaking a public interest transfer for whom a move of home has been authorised, and who are both selling their home at the old location and intend to purchase a property at the new location which must be their only residence.*
- 5.7 Staff who are joint owners of the property at the old location may apply provided that the other joint owner is his or her spouse or partner in an established relationship (see [My Services](#) for further guidance) and will be joining the applicant at the new location.
- 5.8 Where the joint owner is not moving to the new location, access to the relocation scheme will only be permitted where you are able to give assurances of vacant possession. GSP funding will only be given to the relocating member of staff subject to vacant possession.

### How to apply

- 5.9 When the PIT Team at Shared Services approve a move of home for a public interest transfer, they will send you an application form and details of the scheme.
- 5.10 *This form must be completed and returned to the PIT team at Shared Services who will pass it on to the relocation company; it must not be sent direct to the Relocation Company.*

### Details of the scheme

- 5.11 The guaranteed price is a price based on assessments by two (or in some circumstances, three) independent Chartered Surveyors (valuers) of the price at which it is forecast to sell within a defined period (usually 3 months), reflecting existing market conditions.
- 5.12 This is not the same as, and in many cases will be lower than, the asking price at which the property is put on the market by an estate agent, which allows for negotiation.
- 5.13 The price offered by the relocation company is guaranteed - it cannot be negotiated except as described in 4.5 below. *If you accept the guaranteed price it does not mean that your property must immediately be marketed at that price (see 4.8 below).*
- 5.14 *In certain cases, renovation or substantial building work on the property must be completed prior to being offered a GSP.*
- 5.15 The relocation company is not under obligation to offer a guaranteed price if for any reason it considers that the property is likely to attract only a narrow range of potential buyers, has structural defects or the property type means that mortgageability is limited.
- 5.16 If this applies, you should discuss your situation with the PIT team at Shared Services. Solutions in these cases will be individual, and it is not possible to give detailed examples.

### The Valuers

- 5.17 You may choose one of the two Valuers (Chartered Surveyors) who carry out the assessments and the relocation company chooses the other.
- 5.18 *Both Valuers must be instructed by the relocation company in identical terms and the valuations are delivered to the relocation company; NOMS pays for them. The only stipulations in your choice are that the Valuer you choose must be a qualified Member of the Royal Institute of Chartered Surveyors (RICS), and should have knowledge of the local area and be within reasonable travelling distance of it.*
- 5.19 The relocation company may, if you ask them to, offer you a list of possible Valuers, drawn from the Chartered Surveyors' Yearbook, but you are not obliged to follow it - the choice is for you to make, subject to the stipulations above.
- 5.20 The Valuers provide factual information about the property, draw attention to any aspects of it or its condition which may affect value, and give their opinion based on their knowledge of the locality, type, age and condition of the property and market conditions. The valuations undertaken are similar to that conducted by mortgage lenders and are not structural surveys.
- 5.21 If your property is over 25 years old, the relocation company is likely to instruct a full structural survey supplementary to the valuations which may impact on the GSP offered.

### The offer

- 5.22 The relocation company will write to you making an offer of a guaranteed price.
- 5.23 The offer will include all items you wish to sell with your house, such as carpets, curtains, light fittings etc; it is helpful if you provide the Valuers with a list of these items when they visit your home.

- 5.24 *You must leave the property in a marketable condition.* A £250 retainer will be kept by the relocation company to cover the cost of any vacation cleaning. The retainer will be returned to you following a satisfactory vacation report.
- 5.25 Initially, the guaranteed price may be conditional on the results of further tests or more detailed surveys and the relocation company reserve the right to amend the guaranteed price in the light of these.
- 5.26 If there are special conditions, for example, retention of part of the guaranteed price pending the satisfactory execution of remedial work to the property, these will be clearly stipulated in the offer letter.
- 5.27 The guaranteed price will be subject to the relocation company's solicitors confirming that they are satisfied with the title to your home, and that it is marketable, insurable and saleable.
- 5.28 If you are dissatisfied with the guaranteed price offered, and you have hard evidence, of recent sales of property in the same location comparable to your own, which does not support the guaranteed price offered to you, you should write to the relocation company with the details, so that the Valuers can be asked to reconsider their valuations in the light of any new facts.
- 5.29 If, after that, you are still in serious dispute about the guaranteed price, you should contact the PIT team at Shared Services who will discuss the case with the relocation company and with you. Following this discussion, copies of the valuation reports can be made available to you through Shared Services subject to the Valuers approval, however, there is no further right of appeal.
- 5.30 *You must decide whether to accept within 14 working days of the date of the offer letter.* If for any reason you wish to extend the offer period you should write directly to the relocation company explaining your reasons and circumstances fully. If you do not accept the GSP or request a extension within the initial 14 working days, and you later wish to accept the GSP, the Relocation Company reserve the right to request an updated valuation from the surveyors in order to reflect the current market value of the property.
- 5.31 The price will be guaranteed for three months, and if you have not drawn down any part of the guaranteed price in order to purchase your new property within this period, the relocation company will revalue the property which may vary the guaranteed price offer (both increase and decrease).
- 5.32 If you accept the offer you will receive two documents from the relocation company:
- A Sale Agreement, which is the document by which the relocation company will acquire your home; and
  - A Power of Attorney in favour of the relocation company, which enables the relocation company to take over your home without incurring stamp duty. You will need to sign both these documents, but before doing so you are advised to consult your solicitor. The documents are straightforward, but since they carry legal implications, you should be assured by your solicitor or legal adviser that it is in order for you to sign.

#### Funds for purchase of a new home

- 5.33 Normally, by the time you require funds for the purchase of your new home, your old property will not yet have been sold on to a third party by the relocation company, and so funds will not have been realised from a sale.

- 5.34 Any advances (draw down) made to you are therefore strictly a loan, the interest on which is paid by NOMS.
- 5.35 Funds will be released to you as follows:
- Deposit on exchange of contracts. When you have found your new home, you notify the relocation company through your solicitor when you need the deposit. Provided all the legal formalities have been approved, sufficient funds will then be released in time to enable you to exchange contracts. Normally this will be limited to 5% of the purchase price.
  - *Completion. When you need to complete the purchase, your solicitor must give 10 days' notice to the relocation company, who will (within the limit of the guaranteed price) clear your existing mortgage and release the funds which, together with your new mortgage, will enable you to complete the purchase of your new home. Thus the limit on funds that can be released at this stage is the lower of:*
    - (a) the guaranteed price; or
    - (b) the sum of the old mortgage outstanding plus the purchase price of the new property, less the new mortgage.
- 5.36 Thus if you take out a bigger mortgage than you need to complete the purchase, this may reduce the funds that can be released to you by the relocation company.
- 5.37 If you are purchasing a property at a lower figure than the guaranteed price, then the relocation company will only release any outstanding difference between the new purchase price and the guaranteed price on completion of the sale of your old home to a third party.
- 5.38 In addition to funds necessary to complete the purchase, you may also need funds to carry out work on your new property. Within the limit of the guaranteed price, the relocation company may advance you additional funds to meet the cost of:
- provision, repair or replacement of electricity, gas, water and drainage services; essential structural alterations necessary to make the property habitable;
  - construction of a garage, if one was available at the old location;
  - installing central heating, but only if you had full central heating in your home at the old location;
  - installing double glazing, but only if you had full double glazing in your home at the old location.

#### Maintenance of the old property

- 5.39 You remain responsible for all the normal outgoings and expenditure on your old home such as mortgage, insurance, council tax etc, up to and including the day you move into permanent accommodation. Whilst in temporary accommodation, prior to your old property being sold to another party, you also remain responsible for the above.
- 5.40 You will be expected to allow prospective buyers to view the property at all reasonable times, and to keep the home clean, tidy and presentable to enhance the marketability of the property. *You must not accept direct offers on your home. All offers must be referred to the relocation company for consideration.*
- 5.41 *When you move out of the property, you must hand over all the keys to the estate agent handling the sale or to the relocation company representative. Keys must not be released to any other party including prospective purchasers.*

- 5.42 From the day you vacate and drawdown funds in order to purchase, the relocation company will:
- pay all bills and maintenance costs on behalf of NOMS;
  - insure the property and any contents included in the guaranteed price;
  - arrange garden maintenance;
  - put all the utilities in their name (provided you have given them 15 days' notice);
  - inspect the property periodically.

#### Marketing the property

- 5.43 The property will go on the market as soon as you accept the guaranteed price.
- 5.44 Upon accepting the GSP, your property will be marketed by the relocation company's recommended estate agent. The initial asking price will be set at 5% above of the GSP. This figure can not be negotiated.
- 5.45 All offers will be made via the relocation company. Once you have accepted the GSP, the decision whether or not to accept an offer rests entirely with NOMS, however, if a buyer is found before you are able to move out, the relocation company will discuss the matter with you and with NOMS prior to agreeing a completion date but your ability to move cannot adversely delay or deny completion.

#### Profit or loss on sale

- 5.46 If the property sells to a third party for less than the guaranteed price, the shortfall will be made up by NOMS.
- 5.47 If the property is sold for more than the guaranteed price, you will receive the whole of the excess.

#### Withdrawing from the scheme

- 5.48 After applying to join the scheme, you may withdraw at any time before the relocation company has released funds to you, subject to the written approval of the PIT team at Shared Services.
- 5.49 If you withdraw after the offer of a guaranteed price, NOMS will normally meet the rejection fee only that may be charged by the relocation company for administrative costs incurred to date. *The payment of certain allowances linked to your permanent transfer will continue for the prescribed time period as if you have not left the scheme on the basis that you must still fulfil the criteria of selling you home and purchasing a new one in order to continue to receive PIT expenses.*
- 5.50 If you later rejoin the scheme and then withdraw for a second time, you will have to meet the cost of all valuation and administration charged to NOMS by the relocation company.
- 5.51 *If, for whatever reason, you withdraw from the scheme and convert your move of home to excess fares, you must first agree to repay all costs (excluding travel and subsistence) which were unnecessarily incurred by NOMS following your decision not to relocate.*
- 5.52 A condition of certain continuing payments, (for example, lodging allowance and continuing commitment allowance) is that the property at the old location is being marketed, and at a realistic price. These expenses will not normally continue for more than 12 months from the date of transfer.

- 5.53 If you have declined a guaranteed price and are selling your home privately and apply for continuation of allowances, or an extension of the period of payment, Shared Services will require evidence that the higher price is realistic before it will pay the allowance or grant any extension.
- 5.54 Entry to the scheme does not affect allowances such as transfer grant, Taxable Housing Costs Allowance (THCA) or Advance of Salary (AOS), which relate to the actual removal or to costs associated with the new property.

#### Self Build property and the Relocation Scheme

- 5.55 You may be able to use the Relocation Company Scheme when undertaking a self build, however stipulations will be made to ensure that the build is undertaken within a reasonable time period which may affect any allowances you may receive including for temporary accommodation.
- 5.56 Should a self-build be authorised, funds will only be released as each major expense in construction is completed and will not be released in full at the beginning of the build..
- 5.57 **Do not undertake a self-build as part of a Permanent Transfer without first confirming with Shared Services and the Relocation Company the limits of the assistance that may be given.**
- 5.58 Contact your Relocation Advisor and the PIT Team in Shared Services for advice on the process

## 6. Advance of Salary for House Purchase (AOS)

### Advances of Salary (Beneficial Loans)

- 6.1 An Advance of Salary for House Purchase (AOS) is made only where a member of staff makes an authorised move to a more expensive area and would be entitled to apply for Taxable Housing Costs Allowance.
- 6.2 In some circumstances an AOS may be given to a member of staff who moves to a less expensive area; if, for example he or she has to pay a considerably higher price for a similar property in the new location, even though the average prices in the published list do not support payment of THCA.
- 6.3 An AOS will not be given to contribute to the additional cost of a property which is of an improved standard compared with the old property or one which NOMS has deemed to be betterment - that is, has more rooms, increased floor space or extra facilities such as a garage. The AOS cannot be authorised or released as a deposit.
- 6.4 *Before granting an AOS, NOMS must be satisfied on the following, with supporting documentary evidence:*
- *your health and conduct record (i.e. that you can be expected to continue to work until the advance has been recovered);*
  - *that the property being purchased at the new location is for your own occupation;*
  - *that you have made every effort to obtain the maximum mortgage appropriate to your salary and the property in question. NOMS may allow you to take less than the maximum mortgage where cost and personal circumstances make it unreasonable to insist on the maximum mortgage;*
  - *that the new property is not of an improved standard*
- 6.5 You will also be required to:
- disclose the net proceeds (for definition, see paragraph 6.12) of the sale of your property (if any) occupied as permanent accommodation at the old location;
  - agree the terms of repayment;
  - formally and in writing acknowledge the conditions of the advance.
- 6.6 The granting of an AOS is at the discretion of NOMS and there is no automatic entitlement.
- 6.7 An Advance of salary is classed as a beneficial loan and will be notified to HMRC as a benefit in kind.
- 6.8 ***If you need an AOS to complete a purchase, you must not enter into any financial commitment in relation to the purchase before obtaining authority from the PIT team at Shared Services.***

### Eligibility

- 6.9 You may be eligible for an AOS if you are aged 18 or over and are:
- a married/civil partnership householder or non-householder; or
  - a single householder; or
  - a single person treated as married for the purposes of transfer allowances.
- 6.10 NOMS may also grant an AOS to a single non-householder to purchase a property for the first time on transfer as a First Time Buyer only. In these circumstances, and subject to the

overall ceiling of six months' salary, a single non-householder may have an AOS to cover legal fees as well as to assist with the purchase price.

#### Conditions/terms of repayment

- 6.11 *You must contribute to the purchase the maximum funds available from the 'net proceeds' of the sale of the property (if any) owned at the old location and commercial mortgage or other house purchase facilities.*
- 6.12 For the purposes of these AOS rules, net proceeds means the sum remaining after the expenses of sale and any mortgage outstanding have been met from the sale price; legal expenses and estate agents' fees reimbursed by NOMS should not be deducted from the net proceeds.
- 6.13 *The AOS is repayable on demand.*
- 6.14 *Any outstanding balance of the AOS must Immediately be repaid in the event of any of the following:*
- *do not complete the purchase to which the AOS relates;*
  - *cease to be a civil servant (e.g. through premature retirement, resignation, dismissal or death);*
  - *use the advance for any purpose other than for which it was given.*
  - *move house or sell property*
- 6.15 Repayment will be re-assessed if you:
- vacate the property for which the AOS was issued;
  - are compulsorily transferred again, but do not purchase a property at the new location;
  - are given a voluntary transfer before repayment is completed (but if the transfer of benefit to NOMS, repayment by deduction from pay may be allowed to continue).
  - *if for any reason the property is sold the AOS must be repaid immediately.*
- 6.16 If necessary NOMS will obtain a County Court Judgement to enforce repayment.
- 6.17 *You must notify the PIT team at Shared Services of any change in your circumstances*
- 6.18 Before giving an AOS, NOMS will set the terms out in writing to you. *You must give NOMS a signed acknowledgement of agreement to the terms.*
- 6.19 *You must give NOMS specific written authority for the deductions from pay to meet repayments, and a signed acknowledgement of the debt and an undertaking to repay on demand.*
- 6.20 *The period of repayment will not exceed 15 years from the date of transfer or extend beyond your minimum age of retirement.*
- 6.21 You are entitled to choose either to start repaying the advance immediately or to defer the start of the repayment period for up to four years from the date of transfer. *However, it must still be repaid within 15 years.* For Example, you can defer for four years, and the AOS should then be repaid within 11 years.
- 6.22 Recovery is made by deduction from your pay in equal monthly instalments over the period of repayment.

Amount of advance

- 6.23 The AOS will not exceed the purchase price of the property at the new location less the net proceeds of the sale (as defined in paragraph 6.12) plus what you can obtain by commercial mortgage or other house purchase facilities.
- 6.24 The purchase price of the new house may include:
- the cost of any essential structural repairs and central heating installation (if the previous property had central heating);
  - for single non-householders only, the cost of legal expenses on house purchase
- 6.25 Any premium payment received if you occupied a co-ownership property at the old location is treated as part of the net proceeds of sale.
- 6.26 ***The overriding limit on an AOS for a single house purchase must not exceed six months' immediately after the date of transfer; you may also not have more than twelve months' total AOS outstanding at any one time for any purposes whatsoever.***
- 6.27 Pay for this purpose includes local pay allowance and any other regular remuneration including pay supplements, allowances related to attendance and rostered overtime payments.
- 6.28 For transfers into the London pay area, and when 6 months' gross salary amounts to £9,500 or less, an additional £1,000 may be granted.
- 6.29 The minimum amount of AOS that may be advanced is £1,000

Concessionary advances - mortgage redemption shortfalls ('negative equity').

- 6.30 If the market value of your house is insufficient to redeem the mortgage owing on it, you may apply for a concessionary advance of salary for redemption shortfall of up to 12 months salary. This advance of salary is the only help which can normally be given with negative equity.
- 6.31 Concessionary AOS is not confined to people intending to purchase.
- 6.32 **The maximum total sum of advances (both purchase and mortgage redemption) which can be owing at any time is twelve months' salary.**

How to apply

- 6.33 Further details on the application process are available on [My Services](#).
- 6.34 The AOS will only be released to your solicitor and will not be issued until contracts for the purchase of the new property have been exchanged.

Change in Circumstances

- 6.35 *You must immediately inform the PIT Team at Shared Services of any change in circumstances.*
- 6.36 If you move home again for personal reasons while remaining at the same location, you will not be eligible for a second AOS. You may be allowed to continue repaying the existing AOS by instalments, but not if you sell the original property for which the AOS was given and do not purchase another.

- 6.37 *If equity is released by the sale of the property for which the AOS was granted, then the AOS must be repaid.*
- 6.38 If you subsequently move home again as a consequence of a permanent compulsory transfer, you may continue to repay the AOS by instalments unless you realise all or some of the equity from the property which you do not use towards your new home.
- 6.39 If you are permanently transferred overseas, you may continue to repay by instalments if you are retaining possession of the property because you intend to resume occupation when you return to the UK.
- 6.40 If you are transferred again on permanent compulsory terms before you have repaid the AOS and you fulfil all the necessary conditions, you may be given a new AOS for the new move of home, but the following extra conditions apply:
- the old AOS ceases and the balance outstanding is cleared by the new AOS;
  - the new AOS may not exceed 12 months salary.

#### Transferring From or to Other Government Department (OGD)

- 6.41 If transferring from or to Other Government Department then the deductions of the AOS will normally continue via PAYE. If transferring out then NOMS will invoice the OGD for the outstanding debt. Before transferring you should ensure that you make your current and new employer aware of your AOS.

#### Taxation

- 6.42 NOMS will complete and send a tax return to HMRC where the value on all AOS (beneficial loans) exceeds £10,000 at any point during the tax year. Where this is applicable you will pay more tax

## 7. Estate Agents' fees and legal fees

### Purchase expenses

- 7.1 You may be reimbursed reasonable legal and other expenses as follows provided that your claim is supported by receipts.
- 7.2 *You must not commit yourself to expenditure until the cost has been approved by the PIT team at Shared Services.*
- solicitors' fees (subject to financial cap as per this instruction or most recent NTS)
  - stamp duty (if any) subject to the rules of betterment and Valuation Office Agency (VOA) average house price;
  - land registration fees;
  - incidental expenses charged by solicitors;
  - expenses connected with obtaining a mortgage or loan, including mortgage guarantee and survey fees (capped see below) but excluding interest;
  - mortgage arrangement fee (subject to a financial cap published in the most recent NTS).
  - mortgage redemption penalties, providing the penalty was unavoidable, with a maximum reimbursement of three months' interest; *(you must contact the PIT team at Shared Services for prior approval)*
  - cost of a private Homebuyers survey;
  - *cost of electrical wiring tests and drains tests (copies of surveys recommending completion must be submitted to the PIT team at Shared Services for prior approval);*
  - National House Building Council inspection fees, certificate charge and top-up premium cover against inflation;
  - mortgage indemnity insurance premium;
- 7.3 NOMS will not reimburse additional insurances such as unemployment protection insurance, negative equity insurance, life insurance etc.
- 7.4 NOMS will also not reimburse leaseholder extensions and associated fees and costs.

### Stamp Duty

- 7.5 Stamp Duty will be reimbursed in line with the percentage payable based on the most recent VOA Average House price index published bi-annually through a notice to staff. For example, where the purchase price is £270K against a VOA price is of £250K, the VOA rate will determine the Stamp Duty payable. *The VOA listing must be used in all cases; there is no right of appeal.*

### Mortgage Arrangement Fees

- 7.6 Mortgage Arrangement Fees will be capped based on the average of high street lenders as published bi-annually via a notice to staff. There is no right of appeal. Mortgage Arrangement Fees will be reimbursed on a receipted basis only. If you consolidate your Mortgage Arrangement Fee into your mortgage, costs cannot be reimbursed.
- 7.7 All Mortgage Arrangement Fees will be excluded from any THCA and TAHCA calculations (see Sections 11 and 12 for details).

Sale expenses

- 7.8 If you are using the services of the relocation company, the sale expenses, except your own solicitor's fees, will be reimbursed through the relocation scheme. *You must not submit separate receipts.*
- 7.9 If undertaking a private sale, you may be reimbursed all reasonable legal and other expenses of sale, including advertising costs if you do not employ an estate agent or auctioneer and a Home Information Pack.
- 7.10 *You must make it clear in all cases to your estate agent that no advertising should be undertaken at your expense without your prior agreement, and before giving such agreement you should get approval from the PIT team at Shared Services on a budget for advertising.* Estate Agents Fees will be capped in accordance with the rate currently being applied by the relocation company. Contact Shared Services (0845 010 0302) for the most up to date rate.
- 7.11 *All your claims for sale expenses must be supported by receipted bills.*

Legal and Conveyancing fees

- 7.12 NOMS has a panel of solicitors who will carry out your conveyancing for a fixed fee. Where the relocation company is being used, the panel solicitors will send their bills direct to the PIT team at Shared Services. If you are not using the relocation company you will need to pay the bill and then claim your expenses for reimbursement.
- 7.13 The use of the panel solicitors and surveyors is open to anyone moving home under this Instruction, whether or not they use the relocation company. The Instruction of panel solicitors, financial advisors and surveyors is independent from NOMS.
- 7.14 If you opt to not use the panel solicitors/surveyors and instruct privately, the level of legal fees which will be reimbursed is limited to the panel solicitor's fees Contact Shared Services (0845 010 0302) for the most up to date rate.

Tenancy agreement and estate agents' fees

- 7.15 If you incur legitimate expenses on renting temporary accommodation at the new location by way of a tenancy agreement and/or estate agents' fees, they may be reimbursed, however, they will be reimbursed only on one occasion in connection with each transfer.
- 7.16 If you transfer a tenancy in order to terminate your liability for accommodation at the old location, NOMS will reimburse the reasonable costs involved.
- 7.17 If you are a tenant of a co-ownership property at the old location and you pay outstanding rent in order to rescind your tenancy agreement, NOMS will reimburse the cost of doing so provided that:
- *the tenancy agreement specifies that the property must be occupied for a minimum period during which the tenant will be liable for the rent for the whole of that period if the tenant moves; and*
  - you are paying the outstanding rent to avoid a double commitment; and
  - you have acted reasonably.

### Higher lending charge - Mortgage indemnity insurance/Guarantee

- 7.18 In certain circumstances, your building society may impose a higher lending charge formerly known as indemnity insurance. This will include high percentage mortgages; mortgages for older staff; and staff posted overseas who are letting out their house in the UK. Prior to accepting a mortgage with this fee, you should confirm with Shared Services that NOMS will reimburse the cost of this if it is charged to you.

### Sale/Purchase Fall through

- 7.19 If you set out to buy or sell a property as a result of your transfer and the sale or purchase falls through you may be reimbursed the expenses that result unless a third party is liable for them, and provided that The PIT team at Shared Services is satisfied that the breakdown is no fault of yours and that you acted reasonably. Documentary evidence will be required. Expenses incurred will not be reimbursed where you convert to excess fares (see chapter 13).

### Interest on a loan for a deposit

- 7.20 If you take out a commercial loan to meet the deposit payable on the purchase of a house, you may be reimbursed the interest (net of tax) charged on the minimum necessary loan for a period not exceeding one month.
- 7.21 'Deposit' means the deposit that is held, normally by the solicitor, between the exchange of contracts and completion of purchase. It does not mean any initial deposit that may be paid to the estate agent or other person as stakeholder; or any loan taken out in order to meet the deposit needed in order to obtain a mortgage loan to value rate.
- 7.22 The previous paragraph does not authorise reimbursement of any interest charged in respect of money still owed after the date of completion.

## 8. Travel, Subsistence and Lodging

### Travel & Subsistence on Permanent Transfer

- 8.1 The general rules relating to payment of travelling, subsistence, family and friends allowance and lodging allowances are set out in PI 17/2015 - Travel and Subsistence. The particular application of these rules to the circumstances of permanent transfer, which involve a number of modifications to the normal rules, is shown in the following paragraphs.
- 8.2 The following paragraphs set out the travelling expenses and subsistence allowances payable for visits made to the new location to search for accommodation, and those payable during the course of the removal of the household to the new location. They also show the subsistence, lodging and/or friends and family and travelling allowances payable before removal of the household while a new home is being sought.

### Reconnaissance visit

- 8.3 You may be allowed to claim expenses for a 'reconnaissance visit' prior to accepting the posting, but you should first confirm that the receiving location is prepared to meet this cost.
- 8.4 You may claim reimbursement of the cost of one return journey and one night's subsistence.

### Preliminary Visit

- 8.5 You may claim for the reimbursement of the following costs as part of your preliminary visit to search for new accommodation:
- one return journey between your home and the new location for yourself and those members of your family intending on relocating with you,
  - travel expenses incurred in searching for a new home at the new location while on your preliminary visit. Reimbursement is limited to a sum equivalent to 1,000 miles at the public transport rate of motor mileage allowance. Passenger supplements are not paid for search mileage,
  - Subsistence payments for up to four nights spent at the new location as follows:
    - reimbursement of actual bed and breakfast costs within the NOMS hotel ceiling rate made up of:
      - 1 x the hotel ceiling for the member of staff concerned;
      - plus two-thirds x the ceiling for the spouse/partner and any children or other family members aged 12 years or over;
      - plus one-half x the ceiling for children aged under 12 years;
    - the additional overnight expenses element of night subsistence in full for everyone aged 12 years and over, and half that amount for children under 12 years,
    - Where day subsistence is also payable, this is paid in full for those aged 12 years and over, and at half the amount for children under 12.
- 8.6 *You and your family may make visits on separate days, but the total cost must not exceed what you would have claimed if you had made the visit in one go.*

### Visits after the date of transfer

- 8.7 If you did not make a preliminary visit before the date of transfer, but you are given special leave after the date of transfer to look for a new home, you may claim the following entitlements; *(you must not claim for both preliminary and post-trip visits).*

- for yourself: the cost of search travel, but no other traveling or subsistence allowances;
- for your spouse or partner and dependents: travel and subsistence costs as (detailed in reconnaissance visits) respectively, except that your spouse may claim full rate.

#### Temporary Excess Fares before the date of transfer

- 8.8 If you are married/in a civil partnership, or entitled to allowances as a married person, and move with your family or household to the new location (or join them there after they have moved) before the date of transfer, you may claim the excess cost of the fare from the new home to the old location over that from the old home to the old location.
- 8.9 The amount paid will not exceed the rate of lodging allowance and will not be paid after the date of your transfer and for longer than 3 months.

#### Lodging at the new location (before the date of transfer)

- 8.10 If you are married/in a civil partnership, or entitled to allowances as a married person, and move your family or household to the new location in advance of the date of transfer but you remain at the old location, you may claim lodging allowance until you join your family. It will not be paid after the date of your transfer or for longer than 3 months.
- 8.11 If you are a single or married/civil partnership member of staff who has been formally notified of a transfer and if you incur expenditure on accommodation taken at the new location before the date of transfer while you remain at the old location, you may in some circumstances be entitled to a rent allowance for a maximum of three months prior to your date of transfer.

#### Night subsistence, hotels and lodging allowance

- 8.12 You may claim night subsistence allowance when staying in hotels for up to 30 calendar nights from your date of transfer in accordance with the Travel & Subsistence Instruction where you temporarily stay overnight at the new location prior to obtaining more permanent accommodation (subject to certain conditions which can be found on [My Services](#)).
- 8.13 When your entitlement to night subsistence allowance is exhausted, you may claim lodging allowance in accordance with the Travel & Subsistence Instruction subject to certain conditions.
- 8.14 *If you are letting out your old house you must inform the PIT team at Shared Services. The rent received will be offset against lodging allowance.*
- 8.15 **You will not qualify for lodging allowance as well as continuing commitment allowance (CCA), even if you are maintaining a property at the old location.**
- 8.16 If your family moves in with friends or relations, your lodging allowance will reduce to two-thirds.
- 8.17 If your family moves into separate temporary rented accommodation, your lodging allowance is reduced by any savings in rent (ie. outgoings at old location, less the annual rent of family).
- 8.18 If your family join you at the new location, lodging allowance ceases, but you may be entitled to claim continuing commitment allowance and temporary additional housing costs allowance.

Concessionary travel

- 8.19 If you are a householder, and receive night subsistence or lodging allowances, you may claim reimbursement of the cost of weekend/rest day journeys home, subject to a limit of the standard class rail return fare or the public transport mileage rate, whichever is the lower.
- 8.20 If you are a single non-householder, who has not yet moved into permanent accommodation, you are eligible for reimbursement of the costs of up to 6 return journeys to your home at the old location after your period of night subsistence has ceased. *These must be taken within the first year after the date of transfer at intervals of not less than a month.*

Daily travel to the new location (Temporary Excess Fares Allowance - TEFA)

- 8.21 If you are married/in a civil partnership (or treated as such for the purpose of transfer allowances), you may be reimbursed the excess travelling costs of the new journey.
- 8.22 Eligibility will be subject to the same conditions as those which apply to lodging allowance except that if you are married/in a civil partnership and transferring within 3 years of your minimum retirement age, or a single householder and transferring within 12 months of your minimum retirement age, you will not be required to satisfy NOMS of your intention to move to the new location; however if you do not intend to move to the new location the allowance is taxable.
- 8.23 Payment of the excess travel costs will either cease when you find permanent accommodation, or after 12 months, from date of transfer, when it will automatically become a permanent Excess Fares Allowance (EFA).
- 8.24 For details on how to apply for temporary excess fares, please refer to [My Services](#).

Circumstances where both partners being transferred are civil servants

- 8.25 If you and your spouse or partner are both civil servants and are both transferred to the same location, but at different times, then:
- the person first transferred is entitled to subsistence for a single person until joined by the other.
  - when you are both in temporary accommodation at the new location, your combined entitlement is one-and-two-thirds of the rate of subsistence, plus the full daily element each.
  - you both cease to be entitled to subsistence allowance once you occupy permanent accommodation or, if sooner, after 30 nights from the time that the first person was at the new location.
  - you are not entitled to lodging allowance, but you will be able to claim CCA, and TAHCA if the cost of rent exceeds the commitments at the old.

Temporary Additional Housing Costs Allowance (TAHCA)

- 8.26 See section 12 for details of the rules concerning TAHCA.

Overlapping rent allowance

- 8.27 You may be eligible for assistance by way of rent allowance, if you have taken up duty at the new location and continue to incur expenditure on rental accommodation because:

- you are a householder who has a rent liability for unfurnished accommodation at the new location which you cannot occupy (eg. you cannot occupy the house because of unavoidable delay in removal of furniture), and you still have a commitment at the old location; or.
- you are a householder and have obtained permanent accommodation but cannot terminate a rent liability for temporary accommodation at the new location.

8.28 For the purpose of this allowance “rent” may include Council tax and Water rates if applicable.

#### Maintenance Charges

8.29 If you still own a property at your old location which you are attempting to sell (other than through the relocation company), you will qualify for reimbursement of ‘formal maintenance charges’ and travel expenses for maintenance visits to the old location.

8.30 A ‘formal maintenance charge’ is a legal contractual charge which is a condition of ownership of the old property. *Individuals claiming reimbursement for such charges must provide documentary proof of the legal commitment.*

8.31 Contact Shared Services for further information on Maintenance Charges.

#### Maintenance Visits

8.32 You are expected to maintain your property in a marketable condition; for example, keeping the grass cut, the grounds tidy, removing junk mail and generally ensuring the property is presentable.

8.33 You may be reimbursed the cost of visits for this purpose as follows: a maximum of two visits per month during the period April to September inclusive, and one per month for the rest of the year, at the public transport rate, or standard class rail fare.

8.34 If you prefer to pay a contractor or agent to look after the property for you, you may be reimbursed receipted costs instead, provided these do not exceed the cost of visiting the property yourself.

8.35 If you are using the relocation company, they will take responsibility for maintenance when you have moved out and drawn down funds from your guaranteed sale price. Maintenance Visits payments will therefore not be granted.

#### Reviews of Expenses / Allowances

8.36 Payment of all travel, subsistence, lodging and temporary excess fares expenses will not continue for more than 12 months from your date of transfer, unless there are exceptional reasons why you have not completed your move to permanent accommodation.

8.37 *If an extension is exceptionally agreed, you must immediately put your old house into the relocation company scheme and complete your move. If there are particular personal or domestic reasons why your move needs to be delayed, you must write to the PIT Team at Shared Services as early as possible. Do not wait until the 12 months is up.*

8.38 *Reviews of all travel, subsistence, lodging and temporary excess fares expenses must be carried out by the PIT team at Shared Services every three months during the 12 months from the transfer date. Payment of expenses will cease at any time if the PIT team at Shared Services is not satisfied that you have made sufficient effort to sell your old home and find new permanent accommodation.*

- 8.39 At these reviews you will be expected to provide clear documentary evidence of your efforts to permanently relocate. Examples of such evidence are:
- If you are not with the contracted Relocation Company, an estate agent's letter confirming your old property is still actively being marketed. *This must include details of the number of viewings that have taken place, any offers received, any price reductions that have occurred and confirmation that the property is being marketed at reasonable price in order to sell,*
  - Estate agent's letter showing what properties have been viewed in the new area,
  - Estate agent's letter of any offers that have been submitted on properties in the new area and the results of those offers.
- 8.40 **Failure to co-operate and provide sufficient evidence at these reviews could result in the cessation of your PIT expenses and could result in the recovery of any overpayment where expenses have therefore been incorrectly claimed such as Lodging Allowance, CCA and TAHCA, plus any tax liability unnecessarily incurred by NOMS. There may be the potential for disciplinary action.**

Travel and subsistence for the permanent journey to new location for staff and families

- 8.41 If you are a householder, you may claim reimbursement of your travel costs when moving to the new location.
- 8.42 Relatives of staff who are not householders but have greater responsibilities (as defined in chapter 1 of the guidance on [My services](#)) are regarded as dependents if they move within one year of the date of transfer.
- 8.43 You are entitled to reimbursement of the cost of travel for:
- yourself;
  - your spouse or partner, children and other dependents who normally live with you;
  - any child under the age of 21 who, though not a dependant, moves to the new location as a result of your transfer.
- 8.44 Claims are restricted to standard class rail fares and public transport rate of mileage.
- 8.45 *You must state on your claim the ages of the children and your relationship with each person for whom a claim is made.* Further details on how to apply can be found on [My Services](#).
- 8.46 NOMS may reimburse day or overnight subsistence allowances for the journey to the new location if the time taken is reasonable having regard to the vehicle, its passengers and the distance travelled.
- 8.47 If you are a householder, you may claim assistance if you return from the new location to the old to supervise removal of furniture and effects. Your spouse or partner may travel instead of you on the same terms as you are entitled to.
- 8.48 You may claim night subsistence for your spouse or partner on the same terms as for preliminary visits, when he or she accompanies you.
- 8.49 Night subsistence is not payable if you use, or could use, accommodation which you formerly occupied at the old location, or if you stay with relatives, although the additional subsistence element of the allowance may be paid.

## 9. Costs of Removal and Storage

### Removal expenses

- 9.1 NOMS will reimburse the reasonable costs of moving your furniture and effects to the new location or the reasonable receipted costs of hiring a self drive vehicle if preferred.
- 9.2 The removal may be:
- from your old home to your new home; or;
  - from your old home to temporary home; or
  - from your temporary home to your new permanent home; or
  - from your old home to store at the old or new location and later to your new home; *you must choose the most economical storage arrangements.*
- 9.3 The removal may take place up to 3 months in advance of the date of transfer.
- 9.4 You may claim reimbursement of the cost of moving the following items, provided that they belong to you or to a member of your household who is joining you at the new location:
- household furniture and effects;
  - normal garden equipment;
  - pedal cycles, autocycles or motor-assisted bicycles;
- 9.5 You may also claim for insurance of furniture in transit, or the full cost of any insurance surcharge. *If you would like insurances or surcharges to be considered for reimbursement then you must ensure that these are included in the overall price of your quotes and not listed as optional extras.*
- 9.6 NOMS will not pay for:
- any extra cost charged for moving an article of special character (for example, a concert piano);
  - the cost of moving livestock and animals other than normal domestic pets;
  - the cost of packing or unpacking your furniture and effects;
  - the cost of dismantling or assembling furniture.
- 9.7 *Details about what information must be obtained in the quotations can be found on [My Services](#).*
- 9.8 *The quotations must not include special services including, but not restricted to the taking down or putting up fixtures, re-laying or fitting floor coverings and packing.*
- 9.9 You may accept whichever of the tenders you wish but NOMS will only pay the costs of the lowest quote.
- 9.10 *You must submit copies of the three tenders for removal expenses before instructing a removal company or with your application for an advance.*

### Moving motor vehicles to the new location

- 9.11 Motor cycles and cars should normally be driven to the new location by the shortest reasonable route. You may claim the public transport rate of motor mileage allowance in respect of the vehicle, plus the supplementary passenger allowance for each passenger whose fare NOMS would otherwise have paid.

- 9.12 If you and your spouse or partner each own a car, jointly or separately NOMS will pay the public transport rate of motor mileage allowance in respect of each car up to a maximum of two plus supplementary passenger allowances.
- 9.13 You are not entitled to mileage allowance for a vehicle which belongs to any other member of the household.
- 9.14 In exceptional cases NOMS may, at its discretion, meet the cost of transportation of one vehicle (but no more) by a third party, if it is satisfied that it would be unreasonable to expect you to drive the vehicle to the new location.
- 9.15 NOMS will meet the cost of sea travel within the UK (for example, from the Isle of Wight to the mainland) for no more than two vehicles.

#### Storage Expenses

- 9.16 If you are a householder, the costs of storing your furniture including insurance surcharge will be reimbursed as follows:
- if your outgoings by way of rent at the new location are more than the corresponding outgoings at the old location, storage costs will be paid in full;
  - if your outgoings at the new location are less than those at the old location, payment towards storage costs will be calculated as: storage charges plus rent at the new location, less rent at the old location;
  - if your family is being maintained as a separate household in either rented accommodation, or with friends/relatives, storage costs are paid in full.
- 9.17 *Storage charges must be authorised by the PIT Team at Shared Services. If you are a householder, storage can be applied for under Temporary Additional Housing Cost Allowance (TAHCA).*
- 9.18 Payment will be made only for so long as you can satisfy the PIT team at Shared Services that you are making every effort to find suitable accommodation at the new location. It will cease when:
- temporary accommodation which you occupy at the new location is designated as permanent; or
  - you move into unfurnished accommodation.
- 9.19 If you are a householder, and move to temporary unfurnished accommodation at the new location, you may claim the cost of moving furniture and effects partly to the temporary home and partly to store, subject to the standard removals criteria.
- 9.20 If you move to temporary furnished accommodation, NOMS will pay the full cost if you move in stages.

## 10. Other Relocation Expenses

### Transfer grants

- 10.1 The transfer grant is a flat rate payment to cover all expenses which arise in connection with a move of home on transfer and which are not covered by other allowances.
- 10.2 The amounts of transfer grant payable are set out on [My Services](#).
- 10.3 All staff on public interest transfer move of home may claim the single non householder's transfer grant at the date of transfer.
- 10.4 Married/civil partnership staff may receive the balance of the married staff's transfer grant when joined by their family at the new location.
- 10.5 Single householders are entitled to receive the balance of the single person's transfer grant when the move into permanent accommodation at the new location has been completed.
- 10.6 *If you have a partner in the civil service (including other Government departments and Agencies) who is also granted a public interest transfer (or equivalent), you must jointly claim no more than the equivalent of the married persons transfer grant.*
- 10.7 A Transfer Grant cannot be claimed as an advance prior to your date of transfer or in lieu of moving into your new permanent accommodation.
- 10.8 **You will not receive an advance/imprest for the transfer grant.**
- 10.9 *You must refund the transfer grant if, within 12 months of qualifying for a payment, you resign, are dismissed or transfer on voluntary terms.*

### Children at School

- 10.10 You may claim reimbursement of lodging children at the old location where:
- the child has entered, or is about to enter, a course of study leading to an important examination; and
  - the timing of the transfer is such that you have no option but to allow the child to commence studies at the old location; and
  - the child is not already boarding at school.
- 10.11 You will not be given assistance with lodging costs at the old location if you are in a position to choose whether the child starts the course of study at the old or the new location. However, help may be given with lodging costs at the new location if the child has to lodge there to attend school until joined by the family.
- 10.12 *You must obtain a certificate from the head teacher confirming that:*
- *the child has entered the two-year period of study leading up to the examination; and*
  - *a change of school at the time of the family move would be prejudicial to the child's chances in the examination; and*
  - *a similar course of study is not available locally (a letter from the Education authority at the new location to confirm this will be required).*
- 10.13 NOMS may reimburse half the vouched board and lodging costs incurred in maintaining the

child, up to the limit of lodging allowance and will also take into account any assistance that the local education authority may offer with board and lodging or school boarding costs.

- 10.14 NOMS may also reimburse, within the limit of standard off-peak rail fare, reasonable travelling expenses incurred by the child between school and home at the beginning and end of each term, and the cost of one return journey between school and home during each term.

#### School fees

- 10.15 You may be reimbursed the cost of day school fees only where:

- fees have already been paid at the old location at the time of the move to cover the rest of the term and;
- fees for the same term have had to be paid at the new location.

- 10.16 NOMS may reimburse school fees demanded in lieu of notice and fines incurred for not proceeding with the child's education at the old school, provided you can show that you have done your best to reduce such liability. Schools fees will be declared for tax purposes as a benefit in kind, and will be paid by NOMS.

## 11. Continuing Commitment Allowance (CCA)

### Eligibility

- 11.1 You may be eligible for Continuing Commitment Allowance (CCA) if you are a homeowner and have obtained temporary accommodation at the new location but have a continuing monetary commitment in respect of accommodation at the old location. CCA is only payable if:
- you have a double housing commitment; and
  - the property at the old location is up for sale; and
  - the property is vacant; and
  - your double costs are not otherwise covered by NOMS, for example by lodging allowance.
- 11.2 *If you are renting out your old property, you must inform your PIT team at Shared Services. Any income from rent will be offset against allowances paid. If you are in receipt of Taxable Housing Cost Allowance for the old property, this will be offset when assessing any entitlement to CCA.*
- 11.3 If you are using the relocation company, you may be eligible for CCA up to the time that funds the Guaranteed Sale Price is drawn down.

### Period of payment

- 11.4 The allowance is payable for three months, but NOMS may extend that period. If you need an extension you will have to provide documentary evidence in support of your claim (see [My Services](#) for guidance).
- 11.5 3 month extensions may be granted by the PIT team at Shared Services during the first twelve months from date of transfer provided you can evidence that;
- you are a homeowner who is still paying a mortgage at the old location;
  - you are making every reasonable effort to find permanent accommodation.
- 11.6 Payment of Continued Commitment Allowance (CCA) will not continue for more than 12 months from your date of transfer, unless there are exceptional reasons why you have not completed your move to permanent accommodation.
- 11.7 *Before an extension beyond 12 months is exceptionally agreed, you must put your old house into the relocation company scheme, accept a Guaranteed Sale Price (GSP) for your home and complete your move. If there are particular personal or domestic reasons why your move needs to be delayed, you must write to the PIT team at Shared Services at least 2 months prior to when the 12 months is up. You are unlikely to be granted an extension if you wait until your 12 months is up.*
- 11.8 *Reviews of Continued Commitment Allowance (CCA) must be carried out by the PIT team at Shared Services every three months during the 12 months from the transfer date. Payment of expenses will cease at any time if Shared Services is not satisfied that you have made sufficient effort to find permanent accommodation.*
- 11.9 *Details of what you must evidence at the 3 month reviews can be found on [My Services](#).*
- 11.10 **Failure to co-operate and provide evidence at these reviews may result in the cessation of your PIT expenses, the recovery of overpaid expenses and any tax liability incurred by NOMS. There may also be the potential for disciplinary action.**

11.11 In calculating the reimbursable elements above, you should note that:

- the mortgage interest element is calculated on the actual mortgage excluding endowments, and not on the estimated selling price of the property at the old location;
- any rent you receive from sub-letting the property at the old location is deducted from the allowance;
- the amount of CCA is limited to the rate of lodging allowance.

11.12 See [My Services](#) for detailed guidance about how the allowance is calculated.

11.13 CCA will normally only be recalculated if there is a significant change in your commitment or a change in the mortgage interest element used to calculate your CCA. You should bring any changes in your personal circumstances to the immediate attention of the PIT Team at Shared Services.

11.14 ***If at any time you fail to meet the qualifying criteria for CCA you must immediately notify the PIT team at Shared Services. Failure to do so could result the cessation of your expenses, in the recovery of any overpayment of expenses paid and any tax liability incurred by NOMS. There may be the potential for disciplinary action.***

## 12. Taxable Housing Cost Allowance (THCA)

### General Conditions

- 12.1 If you occupy permanent accommodation (other than hotels, hostels or guest houses) at the new location and the outgoings on that accommodation by way of rent/mortgage, water rates, council tax and buildings insurance exceed the corresponding total outgoings on the accommodation occupied at the old location, you may be eligible for an Taxable Housing Cost Allowance (THCA).
- 12.2 However, if you have bettered yourself in the housing market you will either not be entitled to an allowance or it may be restricted.
- 12.3 THCA is based on the applicant's occupancy of the property. Should you vacate the property at any time whilst in receipt of THCA, whether the property is sold or not, then THCA will be suspended or ceased. *In such cases you must immediately notify the PIT team at Shared Services.* This also applies in cases of separation or divorce, where you move out of the property.
- 12.4 **If you fail to notify Shared Services of a change, NOMS will recover all payments made and your allowance may cease.**
- 12.5 There is a limit on the amount of mortgage or rent that may be taken into account in determining THCA, this limit is based on the list of average property prices which is produced every 6 months by the Valuation Office and published in Notices to Staff.
- 12.6 **The average house price index is the only method of calculation THCA. There is no right of appeal against the list.**
- 12.7 The average price in the area of your old home for the type of property you occupied before transfer is compared with the average price for a similar type of property in the area in which your new home will be located; the difference between the two is the limit.
- 12.8 "Type" in this context means a general category of property and size, eg terraced, semi-detached, flat, bungalow etc; the types are defined on the list of average prices, which are based on council tax areas and postcodes.
- 12.9 *When applying for THCA, you must submit evidence to the PIT team at Shared Services.* Further details about the application process and how the average prices will be used to calculate your allowance can be found on [My Services](#).
- 12.10 A special formula is used to calculate THCA. This can be found on [My Services](#).
- 12.11 If any part of the accommodation either at the old or the new location was or is used for purposes other than residential (eg. as a farm, B&B or shop etc), an appropriate exclusion will be made in respect of the non-residential element and THCA will be reduced accordingly.
- 12.12 You are required to sell your old home as part of the PIT move of home. If you let or sub-let your property at the old location prior to selling, the rent received will offset against the additional outgoings on mortgage or rent at the new location.
- 12.13 If the property at the new location is let or sub-let payment of THCA will be suspended during any period when your property at the new location is rented to someone else.
- 12.14 At the end of the letting period payment of THCA may resume, but at the point it would

have reached if it had not been suspended during letting.

#### Circumstances regarding divorce or separation

- 12.15 *Transfer expenses must not be used to cushion staff against the consequences of events unrelated to the permanent transfer.*
- 12.16 If you are a joint householder and the other party is not joining you at the new location, THCA will be based on your share of the sale price and mortgage or rent of the property at the old location and the equivalent percentage on the new purchase price. Public funds cannot be used to gain betterment or increased assistance over and above that which they incurred at their old location.
- 12.17 **You must remain an occupying resident of the home for which THCA is payable.** If you vacate the home for any reason other than for business reasons (such as marital breakdown/separation), THCA will be suspended, even if you are still paying the mortgage/rent.
- 12.18 If you purchase another property following divorce/separation, this will be treated as a voluntary move of home. THCA may resume but will be recalculated (but will not increase) as if you had purchased the new home from the start of your permanent transfer. Where applicable, the new THCA will be based on your share of the original sale price and mortgage/rent at the old location and the equivalent percentage on the new purchase price.
- 12.19 Your THCA will resume at a point at which it would have reached if you had not vacated the property.
- 12.20 **The total period of payment for the entire allowance will never be exceeded.**

#### Mortgage Interest Factor (MIF)

- 12.21 The Mortgage Interest Factor ('MIF') is a percentage factor based on average variable interest rates, less an amount for income tax relief; and is used as a nominal rate to calculate THCA. As the MIF is based on the average of the standard variable rate being charged by high street lenders, it may differ from the rate you are actually paying. The MIF will vary from time to time and changes are published in Notices to Staff.
- 12.22 **The operation of the MIF means that THCA payments are related to average variable interest rates, not the rate you are paying. The rate may go down as well as up.**
- 12.23 If your current mortgage is greater than £30,000, your THCA will be calculated using the MIF.
- 12.24 It is your responsibility to ensure that you can afford to purchase your new home considering the information in this Instruction. THCA is to assist staff with the additional interest only on the new mortgage. *Public funds must not be used to acquire equity in your property.* If you obtain a repayment mortgage, the additional increase in mortgage payments to cover equity is your sole responsibility.
- 12.25 Once the allowance reaches the sixth year of payment, it is unaffected by any changes in the MIF or mortgage rate, however your THCA will continue to reduce by 20% each year in line with the standard calculation of THCA.
- 12.26 **Advances will not be given for THCA claims.**

Taxation

- 12.27 THCA in all circumstances is liable to income tax deduction. The calculation of THCA includes grossing up to take account of income tax at the basic rate. THCA is included with pay and tax is deducted under PAYE. No additional compensation will be given to higher rate taxpayers.
- 12.28 The grossing-up element of THCA is subject to National Insurance Contributions (NIC) which are also deducted from pay. NOMS will not compensate staff for gross up for NICs.

THCA for householders occupying permanent accommodation

- 12.29 THCA is payable to qualifying householders (owner-occupiers and rented) over a total period not exceeding nine years and starts from whichever is the earlier of - the date on which you occupy the permanent accommodation, and the first anniversary of the date of transfer.
- 12.30 **The allowance is paid in full for the first five years; on the fifth and each succeeding anniversary it is reduced by one-fifth.**
- 12.31 If you do not occupy permanent accommodation until after the first anniversary of the date of your transfer, you will **not** qualify for the full nine year period.
- 12.32 ***You must notify the PIT Team at Shared Services immediately if you move from the house for which THCA was given. Should an overpayment occur then these monies will be recovered.***
- 12.33 If you are married/in a civil partnership, and have been paid a rent allowance for permanent accommodation taken at the new location before your date of transfer while you and your family still live at the old location, the date on which the rent allowance became payable is regarded as the start of the nine year period.
- 12.34 If any lodging allowance, temporary excess fares allowance or temporary additional housing costs allowance (TAHCA) is paid to you beyond the first anniversary of your date of transfer, it will count against payment of THCA and will determine your point of entry into the nine year period.
- 12.35 Payment of THCA ceases during periods of unpaid leave or unauthorised absence. Payment of THCA will continue to be reimbursed during any period of Ordinary Maternity and Adoption Leave and Additional Maternity and Adoption Leave. This rule applies only to maternity and adoption and not other form of special unpaid leave.
- 12.36 On return to duty, payment of THCA will re-start at the point which would have been reached if payment had been continuous.
- 12.37 If you leave NOMS, for example through resignation, dismissal or retirement, all entitlement to THCA will cease. NOMS will seek to recover any overpayments of allowances.
- 12.38 In the event of the death of a married/civil partnership householder who is receiving THCA, NOMS may at its discretion, continue payment if the surviving partner continues to live in the accommodation for which the allowance was paid. Payment will not normally continue for more than 13 weeks after the death of the member of staff.
- 12.39 ***You must use the equity from your old property to fund the purchase of the new, and account will be taken only of the additional mortgage you necessarily require.***

- 12.40 **Once calculated, the allowance is only revised when changes are made in the MIF mortgage rate, in the basic rate of income tax or if your personal circumstances change.**

#### THCA for Rented unfurnished to Rented Unfurnished

- 12.41 If you occupy permanent rented unfurnished accommodation at the old location and at the new, you may be eligible for THCA. This will be based on a comparison between the actual rents in both cases, and also includes council tax and water rates but excludes charges for heating, lighting and services.
- 12.42 *The PIT team at Shared Services must be satisfied that the accommodation at the new location is similar to that at the old location.* The restrictions based on property price differentials and betterment will apply.
- 12.43 If your accommodation at the new location is also more expensive because it is larger or better in some other way, then the THCA paid will be based instead on what you would have had to pay at the new location for accommodation similar to that at the old.
- 12.44 *You must obtain examples of similar properties from letting agencies at the new location in support of your claim and submit it to your PIT team at Shared Services.*
- 12.45 This allowance is not affected by changes in the MIF or mortgage rate. There is however a ceiling which is calculated as follows:
- £40,000 multiplied by the MIF, plus
  - £10,000 multiplied by mortgage rate

#### THCA for owner-occupied to rented accommodation

- 12.46 There is no entitlement to THCA.

#### THCA for rented to owner-occupied accommodation

- 12.47 There is no entitlement to THCA.

#### THCA for rented furnished to other rented accommodation

- 12.48 If you are a non-householder and move from rented furnished to other rented accommodation, either furnished or unfurnished, you may be eligible for THCA based on a comparison between the actual rents in both cases, and also includes council tax and water rates but excludes charges for heating, lighting and services. The restrictions based on property price differentials and betterment applies.
- 12.49 This allowance is limited to 3 years.

#### THCA for rented furnished to owner occupied accommodation

- 12.50 There is no entitlement to THCA.

#### THCA for Shared/Joint Owners/Renters at the old or new location

- 12.51 If you share/joint (excluding recognised relationships for the purposes of PIT) own/rent the property that you are moving from, THCA will be based on 'your share' of the outgoings.

- 12.52 If you previously shared/joint owned your old property and are purchasing a property at the new location, THCA assistance at the new location will be proportionate to the percentage that you owned at the old location.

#### Moving from Full Owner to Shared Owner

- 12.53 If you are moving from 100% owner to shared owner (either jointly or through a recognised scheme), this would be reflected in the calculation.

#### Change of Circumstances

- 12.54 *If at any time your circumstances change whilst in receipt of THCA you must notify the PIT team at Shared Services so that your allowance can be reassessed.* Examples of changes in circumstances which require notification can be found on [My Services](#). If in doubt, you should notify Shared Services regardless.

#### Change in Your Mortgage Commitment

- 12.55 *If you pay off a lump sum or reduce your mortgage commitment in any way you must notify the PIT team at Shared Services.* You will be required to provide supporting documentary evidence. Once received your allowance THCA will be reassessed and reduced accordingly.
- 12.56 THCA will not be increased if you increase your mortgage commitment.

#### Subsequent voluntary moves of home and posts

- 12.57 If you are receiving THCA and move while at the same duty location, payment of the allowance will continue subject to the rules on divorce and separation. It will however be reassessed as if the new accommodation had been the original permanent accommodation occupied including changes to marital/relationship status, but if the recalculation produces a higher figure, no adjustment will be made to the allowance; if it produces a lower figure, the THCA is abated accordingly with effect from the date you occupied the new accommodation. The original 9-year payment period still applies.
- 12.58 If you move from permanent accommodation for which no THCA is payable, to new accommodation at the same location, no allowance is payable.
- 12.59 If you voluntarily transfer to a new permanent duty location while remaining at the same home, NOMS will continue paying the allowance in these circumstances.
- 12.60 *If you voluntarily transfer to a new permanent duty location and move your home at your own expense, you must notify your PIT team at Shared Services immediately.*
- 12.61 ***You must notify your PIT team at Shared Services of any change of address if you are receiving housing cost allowance.***

#### Receipt of allowances for THCA from a previous Transfer

- 12.62 If you moved from owner-occupied accommodation at your old location, your entitlement to THCA is calculated in the normal way. If an entitlement arises, it will be paid as if no previous move had taken place.
- 12.63 Payment of the old rate of THCA continues in parallel as if the fresh move had not taken place, but is not paid beyond the date it would otherwise have ceased.

- 12.64 If no fresh entitlement arises and the second move is to a lower price area, the old rate is subject to abatement by an amount based on the average property price differential for the relevant type of property in the locations involved in the current move. The maximum abatement is equivalent to the differential multiplied by the MIF.
- 12.65 The allowances will be abated if you reduce your mortgage, even though the average property prices are higher in the new area.
- 12.66 **Any revised entitlement is not payable beyond the date on which payment was due to cease.**
- 12.67 If you occupied rented accommodation at the old location, the rules above apply, **except** that if no fresh entitlement arises and the second move is to a lower price area, the abatement is calculated on the amount of any reduction in outgoings for roughly equivalent accommodation at the new location.

#### Vacate Property

- 12.68 If you vacate the property that you were granted THCA for, your allowance will be suspended as of the date you moved out, because the allowance is based on your occupancy. Even if you are still paying the mortgage, the allowance will cease. If you have been overpaid then the overpayments will be recovered.
- 12.69 Should you take up residence again in that property then the THCA will be reinstated on the day you move back in. The allowance will continue over the same term that was originally agreed and will not be extended
- 12.70 If you purchase another property, this will be treated as a voluntary move of home. THCA may resume but will be recalculated (but will not increase) as if you had purchased the new home from the start of your permanent transfer and will be based on your share of the original sale price and mortgage/rent at the old location and it's equivalent proportion of the new property.
- 12.71 If you rent out the property for which THCA is payable and then purchase a second home, THCA will cease as NOMS deems this to be betterment. Your allowance will cease immediately on the date you vacated the property and any overpayments will be recovered.
- 12.72 If you sell the property and then move into rented accommodation, no THCA is payable and your allowance will cease. Your allowance will cease immediately on the date you vacated the property and any overpayments will be recovered.

#### Change of Working Hours

- 12.73 *If you increase or decrease your working hours you must immediately notify the PIT team at Shared Services.* Your allowance will be reassessed and any overpayments will be recovered in line with AI 03/2010 – Pay Overpayments.

#### Transferring From or To Other Government Department (OGD)

- 12.74 If you are in receipt of THCA and transfer out of NOMS into Other Government Department, you should check whether your new employer is willing to take over the payments. Whilst some departments may continue payments, they may not be at the same level and/or they may not have the same policy in relation to grossing up or subsequent moves.
- 12.75 When returning to NOMS, NOMS policy will be applied in all cases and the allowance will restart at the point the allowance would have reached had you not left, based on the NOMS MIF.

Annual Reviews of THCA

- 12.76 The PIT team at Shared Services will conduct an annual review of your THCA payment. *You must cooperate fully with the reviews at all times.* Failure to do so could result in the suspension of your allowance and recovery of any overpayments.

### **13. Temporary Additional Housing Costs (TAHCA)**

#### Eligibility

- 13.1 A temporary Additional Housing Cost Allowance (TAHCA) is payable to householders when temporary accommodation is occupied at the new location and your outgoings on that accommodation by way of rent, council tax, and water rates exceed those outgoings on the accommodation occupied at the old location. Once calculated it will not be amended to take into account increases in actual rent paid, but will be recalculated where a decrease occurs.
- 13.2 *You must satisfy the PIT Team at Shared Services that there are good reasons for regarding the accommodation as temporary, and that it is not possible to obtain suitable permanent accommodation.*
- 13.3 TAHCA will be paid for three months at a time and will only continue for a maximum of 12 months from your date of transfer. Thereafter the property will be deemed as permanent. *If an extension is exceptionally agreed, you must complete your move and immediately put your old house into the relocation company scheme.* If you reject the GSP offered on your home through the relocation company, all allowances will cease and the temporary accommodation will be deemed as permanent.

#### Review of TAHCA

- 13.4 *Reviews of TAHCA must be carried out by the PIT Team at Shared Services every three months during the 12 months from the transfer date.* Payment of expenses will cease at any time if the PIT team at Shared Services is not satisfied that you have made sufficient effort to find permanent accommodation.
- 13.5 You will be expected to provide clear documentary evidence of your efforts to permanently relocation. Examples of such evidence can be found on [My Services](#).
- 13.6 **Failure to co-operate and provide evidence at these reviews could result in the cessation of all your PIT expenses. NOMS will seek to recover all overpayments and failure to adhere to this Instruction may result in disciplinary action.**

#### Calculation of TAHCA

- 13.7 TAHCA is restricted to the rate of lodging allowance.
- 13.8 If you are married/in a civil partnership and occupy hotel accommodation or lodgings with your family after your entitlement to night subsistence allowance has ceased, only half the combined charges for food and accommodation will be regarded as rent in assessing any TAHCA payable.
- 13.9 If your home at the old location has been sold in advance of purchasing a new property, your PIT team at Shared Services will take into account interest accruing on sale capital and adjust the TAHCA accordingly.
- 13.10 TAHCA will be recalculated if there is a change in MIF.
- 13.11 Details about how to apply for TAHCA are on [My Services](#).

## 14. **Excess Fares Allowance (formerly known in NPS as ATE/DA)**

### Eligibility

- 14.1 Excess Fares are granted to employees who incur additional travelling expenses when permanently transferred and who do not qualify for move of home expenses or opt not to move home.

### Changing your mind

- 14.2 If you choose to receive EFA instead of removal expenses, you may change your mind no later than 12 months from the date of transfer. *Before the change can be made, you must give advance written authority that NOMS may recover, by deduction from salary or from removal expenses claims, any EFA already paid.* It will not be possible to compensate you for tax and national insurance liability in such cases.
- 14.3 If you choose to receive move of home expenses instead of EFA, you may change your mind no later than 12 months from the date of transfer. EFA will then be payable from the time that the change is agreed until the time that it would have ceased had you chosen EFA in the first place. *Before the change can be made, you must give advance written authority that NOMS may recover, by deduction from salary or from excess fares any expenses (excluding travel, subsistence and lodging allowance) already paid as part of your move of home.*
- 14.4 *Where applicable, your manager must confirm that it is operationally acceptable to travel a long distance.*
- 14.5 If you would like to change the terms of your PIT, please contact the PIT Team at Shared Services.

### Period of Payment

<b><u>Circumstances</u></b>	<b><u>Period of Payment</u></b>
You do not qualify for a move of home	3 years
You qualify for move of home, but chose to travel daily outside the London pay area	Up to 5 years*
You qualify for a move of home, but chose to travel daily into the London pay area	5 years

\* The period of payment of EFA in these cases is calculated differently. See [My Services](#) for guidance.

- 14.6 An extension of excess fares beyond the entitlement period will not be granted unless you are required to stay in post for 'operational reasons' (such as the completion of a project that has overrun) beyond the term of your EFA. You may apply for a maximum of one 12 month extension subject to approval at SCS level. *The application must be supported by a detailed business case which documents the reason why an extension is required and financial information to support your claim.* Details of the financial information needed to support your case can be found on [My Services](#).

### Calculation of EFA

- 14.7 EFA is based on the extra cost of the most cost effective and reasonable means of travel to the new location over the actual cost of the journey to the old location. The journey is calculated using an online route planner.

- 14.8 The cost of the old journey is taken to be the cost of travelling from your home to your old permanent location each working day, even if you did not actually attend there each day but worked elsewhere instead.
- 14.9 The excess is calculated on the basis of bus or standard rail fares at annual season ticket rates. Exceptionally, if annual rates are not available or are not economic because of the nature of your duties, the excess may be calculated on the basis of daily, weekly, monthly or quarterly rates. You may also include any parking costs.
- 14.10 If using a private motor vehicle would be the most cost effective means of making either or both journeys, NOMS will base the cost of that journey on the public transport rate of motor mileage allowance (PTR). Parking costs and bridge/tunnel tolls may also be included. Standard rate is not payable on public interest transfers.
- 14.11 **If your journey could be made most cost effectively by public transport, then the public transport costs will be used to calculate EFA, even if the journey is actually made by car.**
- 14.12 If in your old journey, you travelled with a colleague or ran a car share with colleagues the full mileage will be used to give a notional cost for the old journey.

#### Change In Circumstance

- 14.13 *The rate of EFA must be adjusted whenever there is a change in circumstances. A reassessment may result in a decrease to the allowance, but EFA will not be increased (except for in the circumstances outlined in bullet 6 below).*
- 14.14 General conditions in which your EFA will be reassessed are outlined below:
- The amount of EFA is re-assessed as part of a general policy revision;
  - There is a change in the rate of Public Transport rate of mileage;
  - There is a change to an individual element of the journey including the cost or distance travelled, such as car parking, mileage or rail fare;
  - If you move home for domestic reasons it will be re-assessed but will not be increased; e.g. if you move closer to your place of work your entitlement will reduce.
  - If you move your home as a result of a further public interest transfer the allowance stops and is reassessed;
  - If you experience an exceptionally large increase in public transport fares (excl. car parking and mileage) compared to the average annual increase as defined by ATOC, you may apply to the Shared Services PIT Team for your EFA to be reviewed. Any increase will be based on the additional cost above the average ATOC rate based on the previous year's prices and not the ticket price used to calculate your original EFA. (please refer to [My Services](#) for information on how to apply)
- 14.15 ***You must notify the Shared Services PIT Team immediately if your circumstances change whilst in receipt of EFA. Failure to do so may result in a recovery of any overpayments and may result in disciplinary action.***

#### Voluntary move of home during EFA payment period

- 14.16 If you move home during the period of payment listed above, your excess fares will be reassessed for the remainder of the period on the basis of the fares current at the date of the voluntary house move – provided the excess fares to be reimbursed are not thereby increased.

### Reassessment on further public interest transfer

- 14.17 If you are receiving EFA, and are transferred again in the public interest before the end of the period of payment a further period will be authorised (via an ACC110 application) and the excess fares reassessed accordingly on the basis of fares current at the date of the most recent transfer.
- 14.18 The reassessment takes into account the previous workplace attended prior to the most recent move. The calculation recognises the original old journey that existed prior to the first transfer until the cessation date of the first EFA. Thereafter the old journey that existed prior to the 2<sup>nd</sup> transfer becomes applicable. This will be paid for the balance of the payment period which starts from the date of the second transfer. See [My Services](#) for further guidance and examples of calculations.

### Accommodation costs

- 14.19 If you have opted to receive EFA instead of a move of home and chose to spend a few nights a week in accommodation at the permanent location rather than travel daily, you can apply for a contribution towards the costs of the accommodation. Any payment would be within the limit of the EFA which would otherwise be payable, and which would be based on the cost of season tickets only. If, however, the EFA exceeds that of Lodging Allowance rate the EFA will be capped by that rate. All payments are subject to tax and NIC.

### Additional Commuting Costs

- 14.20 In very exceptional cases, where an employee faces a substantial increase in outgoings on moving home and has a significant increase in commuting costs, NOMS may be prepared to offer some assistance towards the additional commuting costs. Any such payment would be within the limits of the excess fares allowance scheme in the following circumstances only:
- *you must not have bettered your accommodation at the new location*
  - you face a substantial increase in outgoings on the property at your new location; and
  - your commuting costs at the new location are substantially and necessarily greater than at the old; and
  - you would suffer real financial hardship if no assistance were given;
  - or there is a management or financial benefit to NOMS in your choice of new location, eg. savings in THCA
- 14.21 *Any case for Additional Commuting Costs must be fully detailed including your financial position and submitted to Shared Services for consideration.* A financial position form is available on [My services](#).

### EFA as a commuted lump sum

- 14.22 Where an employee who has been granted excess fares but does not have access to a private vehicle to travel to work (where public transport is not the most effective mode of transport in travelling to the new location), they may apply to Shared Services for payment of the EFA in a commuted lump sum. *The employee must justify the request for such a payment, which will only be given to purchase a vehicle in order to make the journey to the new place of work.*
- 14.23 Further guidance on how EFA Commuted Lump Sums are calculated and conditions for payment are available on [My Services](#).

Claiming EFA

14.24 EFA is authorised on form ACC111A. You should claim your EFA in arrears using self-service iExpenses.

EFA reimbursements during periods of absence

14.25 EFA is authorised at a daily rate payable only for the days you attend your permanent location unless season tickets are purchased. *If you are away on annual or sick leave, detached duty or in connection with your other duties, and do not hold a season ticket for that period, you must not claim EFA.*

14.26 When weekly, monthly or quarterly tickets are used, you may be reimbursed the full excess fares allowance where a sick absence not exceeding three weeks occurs after the purchase of the ticket or where odd days' leave are taken during the period of the ticket.

14.27 *If you go away unexpectedly, for example on sick leave, and hold an annual season ticket, after one calendar months absence, you must surrender the season ticket for a refund if it is cost effective to do so, and deduct the refund from your next claim.*

14.28 If reimbursement is stopped because of absence, the original payment period will not be extended.

Absence due to maternity or pregnancy related illness

14.29 Women who take a period of maternity leave while in receipt of an excess fares allowance may have the period of their allowance extended for the length of the period of paid maternity leave. In the event that the allowance would have ended during the period of paid maternity leave, the length of the extension will be the time the allowance had left to run at the start of the maternity leave. NOMS has discretion to extend an excess fares allowance for longer than the period of paid maternity leave in exceptional circumstances, e.g. problems in pregnancy or childbirth.

Taxation

14.30 EFA is subject to tax and National Insurance deduction. Commuted EFA payments are also subject to tax/NIC and employees should note that the lump sum payment may take them into the higher tax bracket and that any tax payment may take some months to be refunded under PAYE.

14.31 Similarly, EFA payments are subject to tax and National Insurance contributions, and where payment is made by lump sum the liability for NIC will be increased at the time payment is made. EFA is not grossed up to compensate for tax or NIC and tax and NIC will automatically be deducted through payroll in the next available payroll run following reimbursement.

Congestion charges for travel into London by car

14.32 If your Excess Fares have been calculated using mileage and your home to office journey entails entering London's Congestion Charge zone by car, you may claim the Congestion Charge appropriate to the time you enter the zone and in relation to the time you were required to be on duty. This does not apply where your EFA was calculated using public transport costs, even if you have chosen to use your own car.

14.33 Additional charges will not be met if you leave and re-enter the charge zone in the same day, unless on official duty, in which case any subsequent charge should be claimed as regular travel and subsistence.

14.34 NOMS accepts no liability for penalties levied for late or non-payment.

EFA Annual Reviews

14.35 The PIT Team at Shared Services will conduct an annual review of all Excess Fares Allowances (EFA) where your continued eligibility to EFA will be re-assessed. All overpayments identified will be recovered from salary of future claims before EFA can be reinstated following a review and there may be the potential for disciplinary action.

## **15. New Recruits: Assistance With Relocation**

### Relocation expenses on first appointment by advertised vacancy

- 15.1 NOMS may assist with the payment of certain relocation costs incurred by new recruits on taking up their first appointment with NOMS where they are moving to what would be their sole residence, if and only if:
- the particular recruitment scheme or exercise has been designated in advance as one for a post or posts for which there is an acute shortage of suitable applicants; and
  - the vacancy statement and any advertisements have clearly stated that assistance with relocation expenses will be available.
- 15.2 NOMS will only reimburse expenses if it is satisfied that:
- it is necessary for the recruit to move house in order to live within reasonable travelling distance of the new workplace;
  - the recruit understands the limitations of the assistance available, and has sought the approval of NOMS before committing expenditure;
  - the costs claimed are reasonable;
  - the recruit has signed a written undertaking that he or she will make a pro rata repayment following resignation within two years' service.
- 15.3 Further details are available on [My Services](#) and contact should be made with the PIT team at Shared Services prior to offering relocation assistance to new recruits.
- 15.4 No payments will be made until the recruit has taken up duty.
- 15.5 *Bills and/or claims must be presented within 12 months of appointment.*

### Relocation expenses on first appointment for disabled people

- 15.6 Where it is necessary for a disabled person, as a consequence of his or her disability, to move home on first appointment, assistance within the limits described above will be offered by NOMS, whether or not a shortage grade or post is involved.

**16. Bulk Moves**

- 16.1 A bulk move is one which involves the transfer of work, as distinct from individual staff, from one location to another. PIT terms for bulk moves will be detailed as part of the structuring process and may be different for each move.

**17. Security Moves**

- 17.1 In exceptional cases, a move of home may be authorised due to security reasons, where there is a reasonable risk to your family if you were to stay in your current accommodation.
- 17.2 If you have a reasonable case to apply for assistance with a move of home, for example, your address has been disclosed in court when you have appeared as a witness following an intelligence operation, then an application should be made in writing to your Director. *Your application must state exactly why there is a need to move and any other relevant information and should be supported by your Manager/Deputy Director.*
- 17.3 Directors are responsible for determining whether a house move is essential and a proportionate response to the security risk. They are responsible for authorising relocation expenses. This may involve moving a member of staff away from their home as well as their working location.
- 17.4 Normal permanent transfer rules will apply with the exception of the house move criteria regarding distance travelled, as this is not relevant to security moves. No other exceptions to policy should be authorised.
- 17.5 *All expenses must be reimbursed within the rules of this Instruction and are liable for tax and NIC, borne by NOMS.*
- 17.6 The funding for security moves will come from the sending area, unless other arrangements have been agreed by the relevant Director. All applications for security moves will be monitored by the Expenses Team.