

Staff Expenses and Benefits

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Overview

This policy and procedure defines the expected conduct of all staff engaged by the Learning for Life Trust (and any academy within), whether in paid or voluntary employment, in relation to deterring and/or detecting fraud and corruption, and who to report it to.

It includes clear guidelines on what is acceptable in terms of gifts and hospitality and how these matters are declared.

Also, reference is made to other Trust & Academy policies where appropriate.

Introduction

This Policy provides a procedure for staff to claim reimbursement for reasonable expenses incurred wholly, necessarily and exclusively in the course of the Trust or academy's business. These may arise from attending meetings, training or conferences. It is essential that Inland Revenue regulations are met and therefore this policy must be adhered to when making an expenses claim.

The policy applies to governors, trustees, members of committees, full and part-time members of staff, agency staff working for the Trust, other temporary staff, and volunteers

Claiming Expenses

Payments for the personal expenditure incurred by staff must be made using an Employee Expense claim form for inclusion within the next payroll.

Staff request travel arrangements via the relevant academy finance staff or Headteacher. Efforts will be made to get the best value possible when purchasing travel tickets, accommodation or meals if applicable. We will compare standard class public transport costs, and, if cheaper and practical, should opt for rail travel when a direct rail service is available.

Supporting documents are required as evidence, such as receipts and bills, which must be attached to the Claim Form to enable reimbursement.

Claim forms must be approved and signed by the Deputy Headteacher or Headteacher.

Claims by a Headteacher must be authorised by either the Deputy Headteacher or relevant academy finance staff.

Claims which do not meet approval will not be processed and will be returned.

The original copy of a completed claim will be recorded and stored with relevant supporting documents. An electronic copy will be sent to the payroll provider for payment on the next available salary date e.g. 28th of the following month.

All expenses must be claimed within the academic term of incurring the expense (unless it is incurred within the last 3 days of the term).

The submission of false claims will be treated as a serious matter and may lead to disciplinary action.

Travel Expenses

Payment for business mileage will be paid if you incur mileage in your own vehicle a part of your daily work for the Trust or academy, excluding travel from your home to your permanent place of work. Payment will be made at the

same rate as HMRC (currently 45p per mile if you drive a car or van, 24p per mile for motorbike and 20p for a bicycle).

Staff are encouraged to car share where possible. An additional 5p per business mile is claimable for carrying fellow passengers in your car.

Mileage claims must include a VAT receipt for fuel used. The claimant is responsible for attaching the receipt and the authoriser is responsible for checking the receipt is valid prior to payment.

An appropriate receipt must:

- Be dated before the date/time of the journey claimed for.
- Show the amount of fuel purchased in litres.
- Show the name of the fuel supplier and their VAT registration number
- Account for at least 25% of the total amount of the mileage claim.

If several low mileage claims are submitted, a single receipt showing fuel purchased to cover all the miles claimed is sufficient.

If a member of staff starts/ends their journey at their home, and the distance travelled is less than the normal commute to work, no claim will be allowed.

The date of, reason for, starting point and destination of the journey should all be shown on the claim form, including post codes and passengers if car sharing is relevant.

Claims submitted not in the same academic term as the expense was incurred may not be paid.

Parking or speeding fines will never be reimbursed

Vehicle Insurance

The Trust / academy does not provide car insurance for staff using their own vehicles.

Staff members are responsible for ensuring they are appropriately insured with business insurance prior to travel.

Staff must also ensure that the car is safe and legal to drive.

Any queries is relation to vehicle insurance should be set to the CFO.

Use of Public Transport

The use of public transport for eligible journeys will be reimbursed upon receipt, provided the expenses are reasonable.

Staff should use the most economical class of travel. Generally, standard or economy class.

Staff who normally travel by train to work cannot claim for a rail journey (or part journey) that is substantially the same as the normal commute to work when attending meetings or training away from school, to ensure equality with section 3 in relation to drivers.

The school will not pay for the travel of any accompanying person, unless their attendance is required as a

representative of the school or the staff member requires assistance by means of reasonable adjustments.

Subsistence Allowance

Meals may be claimed by staff required to attend meetings or professional development involving an overnight stay, and where refreshments are not included in the accommodation/activity booked.

No reimbursement will be made for an activity or visit where the staff member would normally have provided their own lunch e.g. school trips.

Overnight Subsistence Rates:

- Reasonable expenses for the cost of accommodation, food and drink will be reimbursed/covered when supported by receipts.
- Allowances of up to £20 for dinner and £10 for breakfast, when these are not included in the accommodation cost, may be paid.
- Subject to leaving home before 6:00am and purchasing breakfast en route, one meal up to £5 will be allowed for over 5 hours spent away from home or normal workplace and £10 for two meals subject to being away for 10 hours and no food/drink provided through meeting/training attended.
- Only the cost of accommodation required for business purposes will be reimbursed/covered by the school.
 It will not meet the cost of additional parties or accommodation provided to a spouse or other family members.
- The relevant academy finance staff should be involved in accommodation sourcing to ensure best value.
- Personal items, such as alcoholic drinks, mini-bars etc. will not be reimbursed and their total should be deducted from any bills submitted for expenses purposes.

Telephone, Mobile & IT related Expenses

Business calls made from a home telephone may be reimbursed subject to provision of an itemised telephone bill and their inclusion on the Staff Expenses Claim Form. These should only be made from home if there is no reasonable way in which to use the Trust/School's phone lines.

Calls from personal mobile phones made for business purposes may be reimbursed subject to provision of evidence of the calls attached to the Staff Expenses Claim Form. Employees should prioritise the use of the Trust/School's phone lines and claims can only be made if there is a reason why they could not be used.

Line or equipment rental will not be reimbursed.

Broadband and Internet Connections – The Trust will not reimburse staff for personal broadband or internet connections as the Trust cannot demonstrate sole and exclusive business use to satisfy HM Revenue and Customs guidelines

Training Courses

The Trust provides training courses to enable employees to improve their effectiveness at work.

In all cases, costs and expenses of in-house training courses are borne by the Trust.

Where it is necessary for staff to travel to attend such courses, any travel and subsistence expenses incurred may be claimed as business expenses

The Trust will also meet the cost of external courses where the training leads to the acquisition or improvement of knowledge, skills or personal qualities which are likely to prove useful in carrying out the member of staff's current or potential duties of their employment.

These courses for which the Trust will pay, must be authorised by the appropriate line manager with the agreement of the Headteacher, before the training takes place. A request may be refused but in this case the line manager or Headteacher will give reasons.

If school or Trust are required to pay more than £3000 for an external training course, then employee will be required to sign the repayment of training costs clause (appendix 1) in order for the training to be approved.

Professional Subscriptions and Membership of Professional Bodies

Personal professional subscriptions for members of staff are the personal responsibility of individual members of staff. If there are benefits to the Trust by being a member of an organisation, payment may be allowable but this must be agreed prior to the expense being incurred by the Headteacher.

If reimbursement is not agreed, staff members may be able to claim tax relief for such costs either through their tax code or on their own tax self-assessment returns.

Tax Considerations

Claims adhering to the procedures in this Policy will be paid without the deduction of income tax. However, it is the claimant's responsibility to ensure payment for any due tax is made.

Appendix 1 - Repayment of training costs clause

REPAYMENT OF TRAINING COSTS

- 1.1 You are attending the following training course [course] on [when] (the "Training Course"). In consideration of this, you agree that if your employment terminates after we have incurred liability for the **cost** of you doing so you will be liable to repay some or all of the fees, expenses and other **costs** (the **Costs**) associated with the Training Course in accordance with *Clause 1.2*.
- 1.2 Except in the circumstances set out in <u>Clause 1.3</u>, you shall repay us as follows:
- (a) if you cease employment before you attend the **Training** Course but we have already incurred liability for the **Costs**, 100% of the **Costs** or such proportion of the **Costs** that we cannot recover from the course provider shall be repaid;
- **(b)** if you cease employment during the **Training** Course or within 12 months of completing the **Training** Course, 100% of the **Costs** shall be repaid;
- (c) if you cease employment more than 12 months but no more than 18 months after completion of the **Training** Course, 50% of the **Costs** shall be repaid;
- (d) if you cease employment more than 18 months but no more than 24 months after completion of the **Training** Course, 25% of the **Costs** shall be repaid.
- (e) If you cease participation in the course through your own choosing.

Thereafter, no **repayment** shall be required.

- **1.3** You shall not be required to repay any of the **Costs** under either of the following circumstances:
- (a) we terminate your employment, except where:
- (i) we were entitled to and did terminate your employment summarily; or
- (ii) we terminated your employment pursuant to an application by you for voluntary redundancy;
- (b) you terminate your employment in response to a fundamental breach by us.
- **1.4** You agree to us deducting the sums under this clause from your final salary or any outstanding payments due to you.
- **1.5** You agree that if we waive your obligation to repay the **Costs** under this clause, you will be solely responsible for any income or other tax payable as a result of the waiver and you shall indemnify us on a continuing basis in relation to any such tax.