

New Staff Relocation Policy			
Policy Number	Document HR 5.28 Version 2.0		
Prepared by	Sofia Redford		
Date of Last Review	July 2022		
Date of Next Review	July 2025		
Reviewed & Approved by	Corporate Services Committee		
Date	August 2022		

### OSPREY housing RELOCATION POLICY POLICY STATEMENT

Osprey Housing believe that fair and equitable conditions of employment are vital to the success of maintaining good quality services for all our tenants and providing value for money.

We embrace quality people management, and this is encompassed in our Core Values:

- ➤ **Ambition and Achievement** we are a high performing organisation delivering through innovation and challenge
- Equality and Respect we recognise and celebrate the unique value in everyone
- ➤ **Quality and Professionalism** we strive to deliver high standards
- ➤ **Agile and Responsive** we are flexible and quick to deal with change without diminishing our delivery

#### 1. Introduction

Osprey Housing is committed to fair and equitable conditions of employment. We recognise that in some cases prospective employees may require to change their place of residence as a result of taking up a post with us. We will ensure that where this is the case, employees will receive appropriate financial assistance and will be suitably reimbursed.

The aims of this policy are to ensure:

- Osprey secure the best person for a post wherever possible,
- all Osprey staff are treated fairly and equitably.

This Relocation Policy is intended to ensure that Osprey's executive level vacancies are attractive to candidates from throughout the UK and beyond as well as to those that already live in the north east of Scotland. Accordingly candidates appointed from beyond a radius of 75 miles from Osprey Housing's HQ will be entitled to a relocation package.

In practice this will be the posts of:

- Chief Executive;
- Senior Leadership posts

Where there has been difficulty in recruitment for particular posts outwith these posts the Director of Corporate Services should make the case for a re-settlement package to the CEO (or in the case of a CEO appointment the Chair of the Board). It will be delegated to the CEO/Chair to decide whether a relocation allowance should be payable

## 2. Scope

The terms of this policy apply in full when staff are employed on a full time, permanent basis, or for a temporary period of 3 years or more. Those employed on a part-time or job share basis shall be subject to the same conditions as full-time employees. Part-time or job share employees will be limited to a proportion of the total relocation package based on their contracted hours of work. A proportion of the total expenses permitted by the policy may be paid, at the discretion of the CEO (or in the case of a CEO appointment the Chair of the Board), to employees appointed to a position which will last for less than 3 years.

Employees must pay all expenses in the first instance and submit proof of payment to the Corporate Services team, together with the correctly completed form for reimbursement. In all cases, the new home being relocated to must be the main residence for work purposes and it must be within reasonable travelling time of the place of employment, e.g. up to one hour. Osprey must be satisfied that no unnecessary delay has occurred with regard to the sale/purchase of property and the removal/storage of furniture.

### 3. Level of Assistance Available

The total relocation assistance shall not exceed the actual expenses incurred. In normal circumstances Osprey will pay up to 10% of the employee's basic salary as a grant towards relocation expenses. There is scope for this percentage to be increased up to a maximum of 15% in exceptional circumstances. Any reimbursement above 10% will require to be agreed by the Chair of the Board. In no case will the total payment exceed £8,000. In line with current legislation, this £8,000 will be tax free, provided certain conditions are met.

Capital loss on the sale of a property will not be reimbursed. Mortgage guarantee premiums and bridging loan interest charges are also not covered by this scheme.

It is the responsibility of the individual applicants to decide what expenditure associated with relocation they wish to have reimbursed. However, if an employee wishes to claim for double running costs (rent or mortgage for the old and new home) the lesser amount will be reimbursed.

The payment is intended to cover expenditure such as:

- Expenses incurred in the search for accommodation in the new area (which may include travel and subsistence allowance while on visits);
- Legal expenses in the purchase and sale of their permanent home;
- Removal and storage of furniture and effects;
- Miscellaneous removal costs;
- Temporary accommodation in the new area.

Examples of expenses suitable for reimbursement can be found in Appendix 1.

Reimbursement is limited to actual expenditure and payment will be made once receipts have been submitted. This can be on an ad hoc basis as expenditure is incurred.

## 4. Special Leave

At the discretion of their line manager employees may be granted up to 2 days paid leave to cover the specific period that the relocation takes place.

## 5. Repayment of Claimed Expenses

If, after being in receipt of relocation expenses, an employee resigns from Osprey within two years of their appointment, or is dismissed due to misconduct, Osprey will reclaim a proportion of these expenses.

Except in the case of redundancy, which is exempt from this general principle, the employee will repay the full value of the relocation expenses received less 1/24th of the value of the expenses for every full month worked by the employee with Osprey. In certain circumstances such as ill-health, service change or personal issues, an employee may be required to leave their employment with Osprey within two years of their appointment. In these circumstances, and following agreement with the CEO (or in the case of a CEO appointment the Chair of the Board), Osprey may decide not to claim back any relocation expenses already received.

#### 6. Procedure

During the recruitment process it should be established by the appointing manager if there is an eligibility for relocation expenses to be paid and, if so, the candidates who are eligible should be made aware. A copy of the Relocation Policy outlining the successful candidate's basic entitlement should be provided if requested.

On appointment, the appointing manager should complete a Relocation Checklist (Appendix 2) and submit it to the Corporate Services team. The team will then ensure that the letter formally offering the appointment confirms the preferred candidate's entitlement to relocation expenses. The Corporate Services team will also ensure a Reimbursement of Relocation Expenses Agreement is enclosed with the offer letter (Appendix 3) and confirm in writing to the candidate the level of reimbursement being offered. The signed Reimbursement of Relocation Expenses Agreement must be returned before any reimbursement can take place. The Agreement must be returned to the Corporate Services team within 3 months of the commencement of employment. Applications made after this time limit will be rejected.

Relocation expenses claims will only be reimbursed on the production of original copies of evidence of expenditure to the Corporate Services team. Relocation expenses should be submitted on a Relocation Expenses Claim form (Appendix 4). Reimbursement will then be made by payroll as appropriate. Except in exceptional circumstances, agreed by the Chair of the Board, claims must be submitted within 6 months of the commencement of employment.

The Corporate Services team will ensure that any request for relocation expenses does not exceed the applicant's agreed limit.

Should the employee leave within two years of appointment, the individual's line manager must contact the Corporate Services team to ensure the appropriate steps are taken to reclaim the monies due to Osprey Group.

Management of any records of relocation reimbursement must meet Osprey's GDPR (General Data Protection Regulation) obligations.

## 7. Equal Opportunities

We shall strive to ensure equality of opportunity, and by definition, all individuals are treated fairly regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. We oppose, and shall adopt a zero tolerance stance towards, all forms of unlawful discrimination, harassment and victimisation.

In this regard, we acknowledge the protected characteristics above and the types of unlawful behaviour defined within the Equality Act 2010. As a minimum all practices shall aim to ensure compliance with the legislative provisions therein.

## 8. Monitoring & Reporting

We will monitor this policy in conjunction with our other policies and procedures to ensure that it is being adhered to.

#### 9. Review

This policy will be reviewed every 3 years unless the following criteria dictate that it would be best practise to review sooner:

- i. applicable legislation, rules, regulations and guidance, both those which affect Osprey directly and those which affect the resources available to significant numbers of our customers to enable them to sustain tenancies.
- ii. changes in the organisation.
- iii. continued best practice.

### **Examples of Expenses Suitable for Reimbursement**

The following are offered as examples only to provide a guide on the items that can and cannot be included as part of a relocation expenses claim.

#### **House Purchase**

- Solicitor's fees
- Estate agent's or auctioneer's fees
- Finder's fees
- Stamp duty
- Land registration fees
- Survey fees
- Incidental legal expenses

#### **House Sale**

- Legal fees
- Estate agent's or auctioneer's fees
- Incidental legal expenses
- Furniture removal and storage expenses including insurance of goods in transit

#### **Property Rental**

Agency fees

#### **Other Expenses**

- Travelling expenses in connection with the move
- Subsistence expenses in connection with the move
- Continuing commitments allowances
- Miscellaneous expenses
- VAT where applicable on any of the above

#### **Excluded Expenses**

The following categories of expenses will be excluded:

- Interest on bridging loans
- Increase in insurance premiums

Interview Stage - Relocation Checklist and Approval Form

Tillerview Stage - Relocation	Checklist and Approval Form
Candidate Name	
Interview Date	
Reasons for seeking to pay relocation expenses	
Line Manager confirmation that relocation expenses can be claimed in line with the policy	Signature Print Name Position
Relocation discussed with candidate at interview	Date YES/NO Details
Contact Corporate Services team to advise that provisional offer of employment letter should contain details of eligibility for relocation expenses and to include a copy of this policy and the Relocation Agreement form, request that they sign and return with recruitment documentation.  Send this form to Corporate Services Team	Signature Print Name Position Date Actioned
Signed agreement returned from candidate	Date
Relocation Expenses application concluded	Date

**Reimbursement of Relocation Expenses Agreement** 

Name				
Details of Appointment				
Job Title				
Base				
Department				
Whole or Part Time				
Fixed Term Contract				
Previous Job				
Job Title				
Employer				
Home Address				
Undertaking to Repay				
I, agree that if I leave the employment of Osprey Housing within two years of appointment, or am dismissed by virtue of misconduct, Osprey will reclaim a proportion of those relocation expenses paid to me. I agree to repay the full value of the relocation expenses received less 1/24 <sup>th</sup> of the expenses for every full month worked by me for Osprey.				
Signature of Claimant		Date		
Print Name				
Signature of Line Manager		Date		
Print Name				

**Relocation Expenses Claim Form** 

Name						
Date of Expenditure	Nature of Claim	Amount Claimed	Receipt Attached			
All claims must be supported by original invoices, rental agreement, mortgage agreement and/or receipts for your claim to be refunded.						
Claims can be made as and when expenditure is committed. Please complete this form each time you make a claim.						
If you are claiming for rented accommodation please provide evidence that the rented accommodation is a temporary residence whilst searching for a permanent home to purchase. If this evidence is accepted by Osprey the rent will be treated as a relocation cost and will therefore qualify for tax exemption. If it is not provided paying the rent will be identified as a taxable benefit and it will be taxed accordingly.						
I am/am not seeking to purchase permanent accommodation. (Delete as appropriate)						
I confirm that the above claim is made solely in connection with my relocation expenses.						
Signed						
Date						