



# **Engage MAT**

## **Travel, Subsistence and Disturbance Policy**

**Date of ratification: July 2019.....**

**Date of review: July 2022.....**

## **Travel, Subsistence and Disturbance Policy**

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### **General Statement**

This policy has been produced to explain when an employee may be able to claim various allowances, what they are able to claim, and how they should make a claim. It should also be referred to by management in making sure that claims are valid.

### **Equal Opportunities**

The Engage Trust expects employees to adhere to this policy in line with the Engage Trust's obligations under equality legislation. Managers must ensure that all reasonable adjustments or supportive measures are considered to allow equality of access and opportunity regardless of age, gender, ethnicity, sexual orientation, disability, faith or religion, gender identity, pregnancy or marital status.

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### **1 Introduction**

If an employee is not sure whether they will be able to make a claim in a particular situation, they should ask before they incur any expenses, as this may not be reimbursed. Clarity should be sought before claim is submitted. It is very important that claims are not made outside the terms of this policy and guidance unless permission has been given specifically to deal with a particular situation.

### **2 Subsistence**

Employees are responsible for their own meal arrangements during the course of the working day. As such, they would not be entitled to claim a subsistence allowance where their duties have prevented them from following their normal meal arrangements.

2.2 Subsistence allowances cannot be claimed simply because an employee is away from base at a mealtime.

2.3 Subsistence can only be claimed in exceptional circumstances where it would be unreasonable for the employer to expect the employee to bear the cost of their meal, and the employee is unavoidably put to exceptional expense.

2.4 Although the list below is not exhaustive, it does contain examples of the circumstances when it would be reasonable for an employee to claim for the cost of their meal(s).

2.5 Circumstances where an employee may claim subsistence:

- Attending a conference or training event when the employee is required to purchase a meal at the event.
- Attending an event that necessitates an overnight stay where meals have not been included

2.6 Circumstances where an employee would not be able to claim subsistence include:

- Being away from their base during the normal working day
- Claiming breakfast where the employee is required to leave home early, or claiming tea or supper where an employee is late returning home, for example, for a visit out of County

2.7 It should not be assumed that subsistence can be claimed, employees must agree this with their manager before any expenditure is incurred. Expenditure on subsistence will only be

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reimbursed if receipts are submitted with the claim. Where it is not possible to obtain a receipt and, provided that the employee gives a justifiable reason for not providing a receipt, managers should adopt a reasonable approach for not rejecting the claim.

### **3 Accommodation**

3.1 All overnight stays must be approved in advance by the CEO/Business Director.

3.2 In some situations, particularly certain training courses, accommodation is provided as part of the package, in which case employees do not need to make any claim. In other cases, the employee will be reimbursed the actual cost of bed and breakfast incurred, up to a maximum amount.

3.3 If expenditure in excess of those maximums is unavoidable then this can be reimbursed provided that prior clearance is obtained.

### **4 Out-of-pocket Expenses**

4.1 Employees attending residential training courses, travelling abroad, escorting pupils, attending conferences etc. are able to claim reimbursement where they have been put to exceptional expense in line with Paragraph 2 above. Approval for the expenditure should be agreed in advance and receipts should be submitted with the claims.

## **5 Travel**

### **5.1 General Principles**

- Employees should only make business journeys when they are absolutely necessary. Other options should always be considered before travel is undertaken which are more efficient and cost effective for example email, telephone, video or telephone conferencing
- Where a business journey is necessary, employees are expected to organise it in the shortest and most effective way.
- Employees whose post requires them to undertake business travel are responsible for their own travel arrangements and these must be carried out in the most effective and efficient way to perform the job.
- Environmentally friendly travel should be encouraged
- Mileage payments will be made within Her Majesty's Revenue and Customs guidelines.

### **5.2 Mileage Payments**

5.2.1 Employees who use their own car, van, motorcycle or cycle for official Engage Trust work purposes are entitled to be reimbursed in accordance with Her Majesty's Customs and Revenue (HMRC) approved mileage rates.

5.2.2 Where there are changes to the HMRC rates, these will be applied to the Engage Trust.

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5.2.3 Where a number of employees undertake the same or a similar journey, they should always travel together. If any one of the employees has a lease car, then this should always be used.

5.2.4 In addition to mileage rates detailed in 5.2.1, employees who take passengers in a car or van may claim a passenger mileage payment per passenger per mile. The passenger must be an employee of the Engage Trust or an employee of an Engage Trust partner organisation on the same Engage Trust business. Where the passenger does not start or finish their journey at the same time as the driver, then the driver can only claim for the number of miles that the passenger was actually present in the vehicle.

5.2.5 The criteria for claiming official work-related mileage is:

Deduct normal home to work mileage every day travel is undertaken. Where it is more beneficial to travel direct from home to an outside appointment, or vice versa, rather than call in to the workplace first, only mileage above normal home to work mileage can be claimed. Therefore, all travel claims in any one day should always exclude the normal home to office miles regardless of the reason for work related travel including training courses.

5.2.6 The only circumstance in which normal home to office mileage is payable is where a second journey from home to a place of work is made on the same day in order to carry out official duties. Where an employee agrees to work on a day they would not normally work, it is still their responsibility to get to and from work (including training courses). Therefore, no home to office mileage is payable.

### **5.3 Other conditions**

Where an employee is required to travel from their normal workplace to carry out their day to day role, travelling time is included within their normal working day. However, employees who are expected to travel to training courses can claim no more hours than their normal working day including travelling time. Where there are excessive demands placed on an employee, for example very long distances travelled which extend significantly over the working day and where such occurrences happen repeatedly over a short period of time, then management will have discretion, as a gesture of goodwill, to allow some time in lieu as recompense.

5.3.2 Where, from time to time, an employee's work base changes on a temporary or relief basis, employees can claim the difference between their normal home to work mileage and revised mileage.

5.3.3 For employees whose place of work is changed permanently at the request of The Engage Trust (e.g. as a result of re-organisation), the Trust will pay the difference between their normal home to work mileage and revised mileage for a period of 12 months. This should be claimed via monthly expenses form for journeys made.

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### **5.4 Rail Travel**

- 5.4.1 If an employee requires a rail ticket for business purposes they must contact the Finance Team who can organise this for them.
- 5.4.2 Employees are expected to travel standard class and take advantage of off peak or other reduced rates if the circumstances allow.

### **5.5 Parking Expenses**

- 5.5.1 Bus fares and car-parking charges incurred on Trust business may be reclaimed in full.
- 5.5.2 No payments will be made for parking charges at the employee's normal place of work. The only exception relates to employees with a declared disability affecting mobility. In this situation, reasonable charges for car parking at, or as near as possible to, their usual place of work will be reimbursed where there are no free parking facilities available.
- 5.5.3 The Engage Trust will not reimburse in respect of parking and similar fines.

### **5.6 Authorisation**

- 5.6.1 The formal responsibility for authorising business journeys rests with the CEO or other authorised officer. Employees are advised to seek approval in advance for any unusual journeys where there is likely to be any doubt about the legitimacy of the journey or of the amount of mileage that can be claimed.
- 5.6.2 If employees choose to undertake journeys by car when it would be practical and / or cheaper to travel by train, then the employee's claim should be limited to the equivalent of the train fare

### **5.7 Methods of Claiming**

- 5.7.1 Employees should complete the Travel, Subsistence and Expenses Claim Form attaching the relevant VAT receipts. Claims should be made monthly by such date specified by the Engage Trust and submitted immediately to departmental administrators in order that processing may take place in time for the following month's payroll. Claims must be made on a monthly basis; if an employee delays and then submits forms covering a substantial period they must expect a delay in processing and payment.
- 5.7.2 Employees should note the terms of the declaration on the claim form. No one should make or approve a claim if the conditions explained in this policy have not been met. The Engage Trust will take a very serious view of fraudulent or negligent claiming or certification.

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### **5.8 Checking Driving Licences**

5.8.1 In order to protect the interests of the Engage Trust it is essential that appropriate procedures are in place to ensure that the original driving licences of existing and prospective employees who need to travel are physically checked. There are three main categories of staff who are affected by the licence check, namely: -

- Employees who are required to travel to carry out their role and use their own vehicle
- Employees who drive Engage Trust vehicles
- Employees who occasionally drive Engage Trust vehicles.

5.8.2 For newly appointed employees the recruitment process must include a physical check of the driving licence.

5.8.3 Photocopies of licences along with the initials of the manager responsible for checking the licence should be placed on personal files for retention purposes.

### **5.9 Insurance and MOT**

5.9.1 Employees who use their own vehicle for work should ensure they have the appropriate insurance to cover business travel. This is normally referred to as 'Business, Social and Domestic' cover by Insurance companies. It is the employee's responsibility that they are insured.

5.9.2 All staff will be advised on an annual basis that they should include Business Travel in their personal vehicle insurance as they are personally responsible for settling any claim made against them whilst driving on Engage Trust business

### **5.10 Travel Support**

5.10.1 In order to support Business Travel, the following option is available to employees;

- Mileage Reimbursement

5.10.2 Further details are available in Appendix 1.

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**Appendix 1 +  
Business Travel Support**

	<b>Support Available</b>	<b>Who Available To</b>
1.	HM Customs and Excise Mileage Rate	<ul style="list-style-type: none"><li>• Any employee who has to travel on Engage Trust business.</li></ul>