

# **Guidance on the Reimbursement of Members' Expenses Scheme**

## Contents

### 1. Key aspects of the New Scheme and how they relate to the previous Scheme

### 2. General Provisions

- Principles
- Enforcement
- Virement
- Up-rating
- Parliamentary duties
- Eligibility
- Financial responsibility
- Publication

### 3. How to Claim

- Goods and services
- Authorising payments
- Regular set payments
- Payment of shared office running costs
- Hotel invoices
- Members travel and overnight expenses claims
- Staff travel and overnight expenses claims

### 4. Accommodation in Edinburgh

- Entitlement
- Lease/ rental agreements
- Mortgage agreements
- Provision of utilities

### 5. Making Hotel Bookings

### 6. Overnight Expenses for Accommodation outside Edinburgh

- Eligibility
- Rates
- Travel abroad

### 7. Staff Provisions

- Staff salaries
- Terms and conditions of employment
- Staff pooling arrangements
- New staff
- Notification of staff changes

[Employer's National Insurance and pension contributions](#)  
[Pension contributions](#)  
[Temporary staff cover](#)  
[Incidental and ancillary employment costs](#)  
[Training](#)

[8. Employment of Close Family Members](#)

[Relationships to be declared](#)  
[Timescales for registering](#)  
[Publication of the register](#)  
[Failure to register](#)

[9. Pooling Arrangements relating to the Employment of Staff](#)

[Group pools](#)  
[Individual Member's pooling arrangements](#)

[10. Office Costs](#)

[Eligible expenses](#)  
[Financial provision](#)  
[Additional regional offices](#)  
[Additional resources](#)  
[Office lease/ licence agreements](#)  
[Leasing arrangements](#)  
[Office sub lets](#)  
[Members who do not establish and run local parliamentary offices](#)  
[Working from home](#)  
[Telecommunication costs](#)  
[Surgery Advertising](#)

[11. Provision and Ordering of Mobile Phones](#)

[Corporate contract](#)  
[Ordering](#)  
[Delivery](#)  
[Billing arrangements](#)  
[Transfer to the Parliament contract](#)  
[Returning a faulty mobile phone](#)  
[Purchase of a non contract mobile phone](#)  
[Lost or stolen goods](#)

[12. Travel](#)

[Motor mileage](#)  
[Staff travel](#)  
[Travel arrangements made at the travel desk](#)  
[Air travel](#)

Taxi travel  
Car hire  
Economy

13. Additional Expenses

Interpretation, translation and similar costs  
Exceptional expenses

14. Disability Provision

Applications

15. Winding up Provision

Staff costs  
Staff redundancy  
Office costs  
Time limits

16. Members and Taxation

## KEY ASPECTS OF THE NEW SCHEME AND HOW THEY RELATE TO THE PREVIOUS SCHEME

### [Edinburgh Accommodation](#)

#### 1.1. With effect from 1<sup>st</sup> October 2008:-

- Members will no longer be able to enter into new mortgage arrangements;
- Those Members who claimed mortgage interest prior to 1<sup>st</sup> October 2008 can continue to do so until the end of the current Parliamentary session (March 2011);
- Members can continue to rent residential property, provided that they do not lease property from a close family member, another Member or connected person.
- The SPCB has agreed transitional arrangements to allow the following costs to be claimed by qualifying Members who claim for mortgage interest costs or lease costs provided that costs do not exceed the maximum annual accommodation entitlement: council tax and water charges; utility and telecommunication costs; contents insurance; TV licence; security costs; removal costs; and common repairs even if they form part of factoring charges.

1.2. Those Members who have a main residence in Edinburgh ([Group 1 constituencies](#)) are not entitled to claim the cost of staying overnight in Edinburgh, however, [Group 2 and 3 Members](#) who have their main residence in the constituency and also own a residence in Edinburgh can apply to the SPCB to have their overnight costs reimbursed provided it is not reasonable to expect the Member to use the residence in Edinburgh in connection with the performance of parliamentary duties.

### [Overnight Accommodation outside Edinburgh](#)

#### 1.3. Provision is now made for the following under the new Scheme:-

- Overnight accommodation costs incurred outside Edinburgh, but within the UK, when it has not been possible for the Member to use his/her main or other residence. With the exception of those Members who previously qualified for the Exceptional Needs Allowance, this provision does not extend to overnight accommodation within a Member's constituency/region;
- Those constituencies and regions that previously qualified for the Exceptional Needs Allowance have been extended to include the West of Scotland Region, but only in relation to overnight accommodation on an island in the Cunninghame North constituency.

- Overnight accommodation in Brussels or Strasbourg when meeting with Members or representatives of the European Parliament or representatives of the European Commission;
- With the exception of overnight accommodation in Brussels and Strasbourg, Members are still required to apply to the SPCB for the costs associated with overnight accommodation abroad to be met.

### Staff Costs

1.4. Separate provision is now made for:

- Staff salary costs (up to a capped limit)
- Employer's National Insurance and Pension contributions (from a central fund and charged against the Member)
- Temporary staff costs (on application to the SPCB and met from a central fund and charged against the Member)
- Incidental and ancillary costs (on application to the SPCB and met from a central fund and charged against the Member)
- Redundancy costs (met from the capped limit for staff salary costs, and if that capped limit has been exceeded in any financial year, then on application to the SPCB and met from a central fund and charged against the Member)

### Employment of Close Family Members

The new scheme provides that a Member who submits a claim in respect of the cost of employing a close family member, whether individually or through a pool, must now declare that relationship in a register.

### Party Group Pools

1.5. The resources to fund incidental costs incurred by the party group pools will come from the Staff Cost Provision. This will include mobile phone, blackberries, travel claims etc.

### Incidental and Ancillary Employment Costs

1.6. This is a central provision and covers the following costs on the basis of making an application to the SPCB:-

- Staff recruitment advertising;
- Seminar/conference fees of support staff, volunteers and interns (and associated travel and accommodation costs);

- Fess and other charges incurred in providing appropriate training for a member of support staff (and associated travel and accommodation costs);
- Costs which the SPCB consider reflect good employment practices and facilities.

### Office Cost Provision

1.7. Separate provision is now made for the following:-

- (a) The cost of establishing and running a local parliamentary office, such as leasing and utility costs;
- (b) The purchase or lease of office furniture or equipment (including IT or photocopying equipment) or the purchase of stationery;
- (c) The cost of telecommunications, in so far as such costs exceed the limit on entitlement to reimbursement under the separate telecommunications provision;
- (d) The cost of the publication and distribution of newsletters, annual reports and surveys;
- (e) The cost of advertising and the cost of surgery advertising, in so far as the cost of surgery advertising exceeds the limit on entitlement to reimbursement under the separate surgery advertising provision;
- (f) The cost of overnight accommodation for a member of staff, a volunteer or intern when the member of staff, volunteer or intern is required to accompany a member for the purpose of assisting the member in the performance of parliamentary duties;
- (g) The hire of premises for surgeries, public meetings and other meetings with constituents;
- (h) The fees for a member attending a seminar or conference; and
- (i) Any other costs which are ancillary to those specified in subparagraphs (a) to (h) above.

### Office Costs Entitlement

1.8. The basis for calculating a regional member's entitlement for office costs has changed. It will be based on a % of the full annual entitlement. The % to be applied is dependent on the number of Members returned for each party and the number of offices established. Please see Section 4.2.7 of the new scheme for details.

<http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#4-2>

1.9. Please note where a Member does not establish a local office his/her Office Costs entitlement will be abated by 50%.

#### Leasing From/Sub Letting to a Party Political Organisation

1.10. The new scheme makes it a requirement that an independent valuation of a fair rent carried out and provided before entering into such a lease. Rental paid will be based on the valuation. Rent will not be met if no such valuation has been carried out. This requirement will not be applied retrospectively and the SPCB has agreed that current leases may continue until the end of this Parliamentary session. Please see Sections 4.2.11/12 <http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#4-2>

#### Shared Offices

1.11. The new scheme now makes it a requirement that there should be a written agreement where a Member shares an office with an MP/MSP detailing the sharing arrangements such as apportioning of costs etc.

#### Office Leases with Close Family Member or Connected Persons

1.12. A Member is not entitled to the reimbursement of costs in respect of a local office he/she leases from or sub-lets to a close family member or connected person. ([Relationships to be declared](#)) .Again, this requirement will not be applied retrospectively and the SPCB has agreed that current leases may continue until the end of this Parliamentary session. A connected person is defined as a business partner or business associate of the Member or any organisation (other than a party political organisation) in which the Member concerned or close family member has an interest.

#### Telecommunications Provision

1.13. The separate capped provision to meet telephone costs has been extended to meet all telecommunication costs which includes all home/office telephone costs, mobile and blackberry costs. Once the capped limit has been reached additional costs may be met from the [Office Cost Provision](#).

#### Surgery Advertising Provision

1.14. No change is made to the reimbursement of costs for surgery advertising.

#### Travel Provision

1.15. This provision has been extended to include:-

- Travel to and from Brussels and Strasbourg when meeting with Members or representatives of the European Parliament or representatives of the European Commission;

1.16. Mileage rates in relation to travel incurred on or after 1<sup>st</sup> October 2008 will be paid at the rates prescribed in the Income Tax (Earnings and Pensions) Act 2003 or any subsequent amendments to this Act.

1.17 At present these rates are:

- Motor vehicles 40p per mile for the first 10,000 miles in a tax year  
25p per mile for each additional mile over 10,000 miles
- Motor cycles 24p per mile
- Bicycles 20p per mile

#### Disability Provision

1.18. Sign language interpretation costs previously met from the Disability provision are now met from the Additional Expenses provision.

#### Interpretation, Translation and Similar Costs

1.19. The new scheme makes provision to meet the following costs:-

- Engage a language or sign language interpreter for a meeting with members of the public;
- Translation service for correspondence with members of the public; and
- Other services to allow equal access to a Member for disabled members of the public.

#### Exceptional Expenses

1.20. Provision is made under this heading which allows for Members to apply to the SPCB for reimbursement of exceptional expenses.

#### Office Winding Up Provision

1.21. The provision made to meet costs associated with a Member winding up his/her parliamentary business has not changed.

1.22. The administrative procedures for charging Winding Up costs has changed as follows:-

- All costs incurred before the date the individual ceased to be a Member will be charged against the expenses provision available to the Member at the time the cost was incurred subject to resources being available. The SPCB will determine a time limit for the submission of such claims;

- All costs incurred after the date the former Member ceases to be a member will be met from the Winding Up provision subject to funds being available. All such claims will require to be submitted within 6 months of the former Member ceasing to be a member and if this is not practicable within a time period specified by the SPCB.

## **2. GENERAL PROVISIONS**

### **Interpretation**

2.1. Definitions of terms referred to in this guidance are listed under Section 9 of the Reimbursement of Members Expenses Scheme  
<http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#section9>

### **Payment of expenses**

2.2. With the exception of mileage claims and in other exceptional circumstances, as may be determined by the SPCB, payment of Members' expenses will only be made on the production of the appropriate original receipts, invoices or documentation.

### **Principles of the scheme**

2.3. In submitting a claim a Member must act in accordance with the principles of the Reimbursement of Members Expenses Scheme and comply with the rules of the Scheme. This includes having regard to any guidance issued by the SPCB on the Scheme.

2.4. The principles of the Scheme are covered in Section 1 of the General Rules to the Scheme  
<http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#1>

### **Enforcement**

2.5. The Allowances Office will be responsible for administering the Reimbursement of Members' Expenses Scheme.

2.6. Where a Member disputes a decision either not to reimburse expenses or costs or not to approve expenses or costs for reimbursement, the SPCB may review that decision. Any decision of the SPCB on review is final and it shall let the Member know of its decision as soon as possible.

2.7. The SPCB has the power to investigate any claim for reimbursement of expenses. Where, following such an investigation, the SPCB finds that a Member has submitted an improper claim (that is a claim which was for expenses which have not been incurred or which have been incurred for a purpose not permitted by the Scheme), the SPCB may report to the Standards, Procedures and Public Appointments Committee and can make a recommendation as to any action which should be taken. This could be the removal of all or part of the Member's entitlement to reimbursement of expenses under this Scheme. The SPCB can recommend that both the extent to which and for how long this would apply.

### **Virement**

2.8. A Member may transfer up to **one third of the limit of his or her entitlement to reimbursement of office costs to the staff salary provision**. Any such transfer may only be made once in any financial year, and once made cannot be reversed for that financial year. A Member who makes such a transfer must notify the Allowances Office in advance of incurring any costs in respect of the sums being transferred.

### **Uprating**

2.9. The SPCB will uprate the various limits on expenses or costs which can be reimbursed under the Scheme in each financial year. Such increases will have effect from 1<sup>st</sup> April in each financial year. Any increases in mileage rates will be in line with any changes that are made to the Income Tax (Earnings and Pensions) Act 2003, if any.

### **Parliamentary duties**

2.10. A Member is entitled to reimbursement of expenses in connection with the undertaking of parliamentary duties. This is stated clearly as one of the Principles of the Scheme. The meaning of parliamentary duties is any task or function which a Member could reasonably be expected to carry out in his or her capacity as a Member. This includes but is not limited to:-

- Attending a meeting of Parliament.
- Attending a meeting of a committee or sub committee of the Parliament on which the Member sits or which the Member is required to attend, or attending such a meeting for some other valid reason relating only to the business of the committee or sub committee.
- Undertaking research or administrative functions which relate directly to, or are in connection with, the business of the Parliament.
- Attending meetings for the purpose of representing electors or explaining the application of policy or meeting a member of the public residing in the constituency or region from which that Member was returned.
- Attending parliamentary party group meetings in Edinburgh or, with the approval of the SPCB, any other place in Scotland.
- Attending a meeting, ceremony or official function which relates directly to, or is in connection with, the business of the Parliament.
- Attending an international conference which relates directly to, or is in connection with the business of the Parliament with prior approval of the SPCB.

2.11. Expenses cannot be reimbursed in relation to a Members' activities that relate to a Member's role as a party spokesperson or representative.

## **Eligibility**

2.12. If a Member has claimed expenses or has had expenses reimbursed from another source, he or she will not be eligible to claim the same reimbursement of expenses under this Scheme.

## **Entitlement**

2.13. The Allowances Office will advise Members of the annual limit of the expenses entitlements at the start of each financial year. These limits may not be exceeded.

2.14. Where a person becomes eligible for reimbursement of expenses part way through the financial year the level of such reimbursement will be calculated on a pro rata basis based on the number of days.

2.15. If a Member ceases to be a Member part way through the financial year the SPCB will decide whether any reimbursement of expenses should be apportioned on a pro rata basis.

## **Financial responsibility**

2.16. Members will be responsible for ensuring that there are sufficient funds available to meet the payment of claims and standing orders submitted to the Allowances Office. The SPCB has no power to pay more in any year than the amounts set out in the Scheme. Where there are insufficient funds to do so claims will be returned to the Member for settlement.

2.17. If there are insufficient funds to meet staff salary costs the Personnel Office will ask the Member to make funds available to meet these costs. Failure to do so will result in Members staff not being paid or alternatively only having part of his or her salary paid. Members will receive reports on a monthly basis advising them of their expenses expenditure together with details of the remaining balance as appropriate.

## **Publication of Annual Expenses**

2.18. Section 83 of the Scotland Act 1998 requires the Parliament to ensure that the information regarding the sums paid in expenses is published for each financial year. Members will be aware that the SPCB publishes information on Members' expenses on a quarterly basis.

## **Detail**

2.19. The detail of information published on expenses is determined by the Scottish Parliamentary Corporate Body in line with Rule 1.3 of the Reimbursement of Members Expenses Scheme. Information to be published will cover the following headings:-

- Accommodation costs.
- Office costs.
- Travel costs.
- Other costs (including exceptional expenses, interpretation and translation costs, disability costs, and winding up costs).

### **Consultation**

2.20. In advance of each quarterly publication the Allowances Office will provide each Member with an expenditure report of what is to be published. This report will contain details of all the costs charged against the Members provisions for the particular period and will form the basis of the information published. Members will be asked to check the detail of their reports for any errors and to advise the Allowances Office accordingly so that any final adjustments can be made.

### **When and where**

2.21. Information regarding Members expenses will be published quarterly and Members will be provided, by e-mail, with a copy of the data to be released in advance of that publication date.

### 3. HOW TO CLAIM

#### Goods and Services

3.1. The Allowances Office can arrange to make payments direct to goods and/or service providers on behalf of a Member. Members should authorise the original invoices for payment using an appropriate stamp which may be obtained from the Allowances Office. The invoice should then be sent to the Allowances Office for processing.

3.2. Where a Member or a member of his or her support staff has personally met expenditure he or she can claim these costs by completing an RFA form and sending this to the Allowances Office together with the appropriate original receipts. Payments can only be made where the original invoice/receipt has been submitted.

#### Authorising payments

3.3. A Member may nominate a member of his or her staff to authorise the payment of invoices on his or her behalf. In order to do so, Members should forward a completed authorised signatory form to the Allowances Office.

[http://intranet/organisation/offices-a-i/allowances/forms/authorised\\_signatory\\_form.aspx](http://intranet/organisation/offices-a-i/allowances/forms/authorised_signatory_form.aspx)

**3.4. Please note that this arrangement only applies to payments being made direct to goods/service providers. Authorised signatories cannot authorise reimbursement of costs to a Member or reimbursement of costs to themselves. Such requests must be authorised by the Member.**

#### Regular set payments

3.5. The Allowances Office can arrange to make regular payments on behalf of Members in respect of local office rent, accommodation rental or mortgage interest costs (as applicable) and council tax etc. Members are required to submit:-

- A copy of the appropriate lease or mortgage interest payments (where applicable) detailing the length of the agreement.
- Details of what is to be paid.
- When the payments are due.
- To whom the payments are to be made together with the bank account details of the suppliers.

3.6. Payments will only be made for the period of the lease/rental/mortgage agreement. To enable payments to be made beyond this period documentation in the form of a revised lease/rental/mortgage agreement will

require to be forwarded to the Allowances Office confirming the new payment details.

### **Payment of shared office running costs**

3.7. Where a Member shares office accommodation and the associated running costs with Members of the UK Parliament (MPs) or Members of the European Parliament (MEPs), the Member must enter into a written agreement with the MPs or MEPs concerned. This agreement must detail the office and running costs and show how they are apportioned between all persons sharing the office. The Member must then submit the agreement to the SPCB for approval.

3.8. If the terms of the written agreement have been approved by the SPCB, there are two ways in which these costs can be met.

(a) A Member can pay his or her share of the costs direct to the service provider and claim the reimbursement of these expenses from the Allowances Office in the normal way. Claims will only be paid when supported by the appropriate receipts.

(b) The alternative is for the Allowances Office to pay invoices raised in respect of shared costs on behalf of both Members charging only the MSP's costs against his or her expense provisions. The Allowances Office will then issue an invoice to the MP for his or her share of the costs. Payment of such invoices will be made direct to the Finance Office.

3.9. Members who wish to participate in this arrangement are required to intimate on any invoices submitted for payment whether the invoice is subject to these special arrangements for shared office costs.

3.10. Payment of shared costs can only be made in one of the two methods detailed above.

### **Hotel Invoices**

3.11. There are a number of hotels in Edinburgh that will arrange to invoice the Parliament direct in respect of expenses incurred by Members instead of seeking settlement on departure.

3.12. Members should contact the Allowances Office to obtain details of which hotels operate this method of payment. In order to take advantage of this arrangement the Allowances Office can provide, on request, a letter of authorisation in respect of the Edinburgh Accommodation provision that confirms the Members eligibility to claim overnight expenses up to the maximum rate in the scheme.

3.13. A Member will be required to produce this letter when booking into his or her hotel and will be required to authorise the bill on departure.

3.14. The Allowances Office can also pay for overnight accommodation for Members and support staff direct. Having made the booking the member or his or her support staff should complete the Hotel Payment Request Form <http://intranet/appsystems/alf/hpr.aspx>. This should then be faxed to the Allowances Office for action. The original form must then be mailed to the Allowances Office. The Allowances Office will pay for the booking as per the information on the form and then confirm the payment has been made.

### **Members travel and overnight expenses claims**

3.15. Members should use a Member's travel and overnight expenses form <http://intranet/home/forms/forms-dep.asp?officeID=1&for=FormsforMSPs> when claiming travel and overnight expenses. Any claim must be accompanied by the original receipts and tickets and are required to be authorised personally by the Member.

3.16. **All claims should be submitted not later than 4 months of the date when the expenses were incurred** otherwise the claim is lost, unless there are exceptional circumstances.

3.17. Members are advised that only one claim can be made in respect of any journey made.

### **Staff travel and overnight expenses**

3.18. Such claims should be submitted on a staff travel and overnight expenses claim form

<http://intranet/home/forms/forms-dep.asp?officeID=1&for=FormsforMSPStaff>

Each claim should be signed by the claimant and authorised by the employing Member. The relevant original receipts and tickets should accompany the claims. Payments will be made to the claimant directly. **All claims should be submitted not later than 4 months of the date when the expenses were incurred** otherwise the claim is lost, unless there are exceptional circumstances.

3.19. Staff should indicate on the claim forms if the travel being claimed is in respect of a seminar, conference or training course which has been authorised in advance as these costs will be met from the central provision.

## **4. ACCOMMODATION IN EDINBURGH**

4.1. Provision is made under the Reimbursement of Members' Expenses Scheme for expenses necessarily incurred in staying overnight in Edinburgh for the purposes of a Member performing his or her parliamentary duties. The relevant provisions are contained in paragraph 2.1 of the Scheme. <http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#2-1>

4.2. The SPCB has agreed that the existing Edinburgh Accommodation arrangements should remain in place for a transitional period until 31 March 2011 to enable those Members who currently use the Edinburgh Accommodation provisions for the reimbursement of mortgage interest costs to make alternative arrangements as appropriate.

4.3. In agreeing to these transitional arrangements the SPCB has also determined that no new claims for the reimbursement of mortgage interest costs will be met and any Members with main residences in Group 3 constituencies who enter into any new arrangements after 1<sup>st</sup> October 2008 for Edinburgh accommodation may only be reimbursed leasing or overnight accommodation costs.

### **Entitlement**

4.4. Entitlement to reimbursement for Edinburgh accommodation costs is dependent on the location of a Member's main residence. Details of the constituency groupings are attached at [Annex A](#). Any claims made under this provision are subject to a maximum limit for each financial year. Details of provision limits are listed on the Allowances Office SPEIR Page (Link).

### **Group 1**

4.5. If a Member's main residence lies within a constituency listed in this group he or she will not be eligible to apply for this provision.

### **Group 2**

4.6. If a Member's main residence lies within a constituency listed in this group he or she shall be entitled to claim the overnight expense rate for each night he or she requires to stay overnight in Edinburgh to meet the cost of bed and breakfast and an evening meal (up to a maximum limit for each financial year).

4.7. Alcohol costs will not be met unless taken with a meal, but only up to a maximum limit of £8 within the overall overnight expense limits and will attract a tax liability. The cost of business telephone calls and newspapers will also be met but only to the extent that they fall within the overnight expenses rates. <http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#rates>  
Newspaper costs will also attract a tax liability.

### **Group 3**

4.8. Where a Member's main residence lies within a constituency listed in this group the Member shall be eligible for either:-

- Provision of up to the set rate per night for each night that he or she requires to stay overnight in Edinburgh, on the same principles as set out under the Group 2 heading above (up to the maximum limit for each financial year);

<http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#rates>

or

- Provision of up to the set limit to meet the following costs:-
  - The rent payable for the lease of a property.
  - Council Tax and water charges.
  - Factoring charges, but excluding common repair costs.
  - Utility costs and telecommunication costs.
  - Contents insurance.

4.9. The SPCB has also agreed transitional provisions to meet the following costs up until 31 March 2011 (up to the maximum limit for each financial year):

- TV licence
- Security costs
- Removal costs; and

4.10. Any Member in receipt of the Edinburgh Accommodation Allowance as at 30 September 2008 to enable them to meet the interest on the capital required to purchase a property can continue to claim reimbursement of such costs under this provision up until 31 March 2011. Thereafter there will be no provision. **No new Members may be admitted to the scheme.**

4.11. Further guidance will be made available before 31 March 2011 on the new arrangements to take effect from that date.

### **Lease/rental agreements**

4.12. A Member is required to submit a copy of any lease/rental agreement entered into with regard to this provision to the Allowances Office. This should provide details of the lease or rental period together with the level of rent to be paid, to whom and when.

4.13. Under paragraph 2.12(b) of the Reimbursement of Members Expenses Scheme Members are not permitted to claim for the reimbursement of costs associated with leasing a residential property in Edinburgh from a close family member, another Member or connected person (such as a business partner, business associate of the Member or any organisation (other than a political

party) in which the Member or a close family Member has an interest).  
<http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#2-1>

4.14. For the purposes of the Scheme, a close family member is defined as a spouse, civil partner or co-habiting partner of the Member or a parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece of the Member or his/ her spouse/ partner.

#### **Mortgage agreement**

4.15. Where a Member is in receipt of interest on the capital required to purchase a property as at 30 September 2008, a Member is required to provide the Allowances Office with documentation detailing the interest payment due on the mortgage together with details of the payment date and to whom it should be made. Bank account details of the payee should be included. Payments cannot be made by the Allowances Office until this information has been received.

4.16. The Allowances Office also requires a copy of the annual mortgage statement of account issued by the lender.

#### **Provision of utilities**

4.17. Contractual annual maintenance costs in respect of gas/electric heating systems and fires can be met from this provision. A copy of the maintenance agreement will require to be submitted to the Allowances Office. Any parts, repair or labour costs, which are in addition to those covered by the maintenance agreements cannot be met. No provision is made to meet maintenance costs in respect of “white goods”.

## Annex A

### GROUPS OF CONSTITUENCIES FOR ENTITLEMENT TO ACCOMMODATION IN EDINBURGH

<b>Group One</b>	<b>Group Two</b>	<b>Group Three</b>
Edinburgh Central	Airdrie and Shotts	Aberdeen Central
Edinburgh East and Musselburgh	Central Fife	Aberdeen North
Edinburgh North and Leith	Coatbridge and Chryston	Aberdeen South
Edinburgh Pentlands	Cumbernauld and Kilsyth	Angus
Edinburgh South	Dundee East	Argyll and Bute
Edinburgh West	Dundee West	Ayr
Linlithgow	Dunfermline East	Banff and Buchan
Livingston	Dunfermline West	Caithness, Sutherland and Easter Ross
Midlothian	East Lothian	Carrick, Cumnock and Doon Valley
	Falkirk East	Clydebank & Milngavie
	Falkirk West	Clydesdale
	Glasgow Anniesland	Cunninghame North
	Glasgow Baillieston	Cunninghame South
	Glasgow Cathcart	Dumbarton
	Glasgow Govan	Dumfries
	Glasgow Kelvin	East Kilbride
	Glasgow Maryhill	Eastwood
	Glasgow Pollok	Galloway and Upper Nithsdale
	Glasgow Rutherglen	Gordon
	Glasgow Shettleston	Greenock and Inverclyde
	Glasgow Springburn	Inverness East, Nairn and Lochaber
	Hamilton North and Bellshill	Kilmarnock and Loudoun
	Hamilton South	Moray
	Kirkcaldy	North Tayside
	Motherwell and Wishaw	Orkney
	North East Fife	Ross, Skye and Inverness West
	Ochil	Roxburgh and Berwickshire
	Paisley North	Shetland
	Paisley South	West Aberdeenshire and Kincardine
	Perth	West Renfrewshire
	Stirling	Western Isles
	Strathkelvin and Bearsden	
	Tweeddale, Etrick and Lauderdale	

## 5. MAKING HOTEL BOOKINGS

### Who to contact

5.1. Expotel act as the Parliament's hotel booking agents and as such will source and book hotel accommodation. They can be contacted on:-

Telephone – 0800 371 507

E-mail – govser@expotel.com

### How to make a booking with Expotel

5.2. Contact Expotel quoting the following:-

- The Parliament's account number which is **SCOPAREDI**.
- The guests name.
- The guests pay reference number.
- The guests cost centre number and telephone number.

5.3. Expotel will keep these details on their files for future bookings. Details of dates and location required will be requested.

### What happens next?

5.4. Expotel will quote a booking reference number. When a suitable hotel has been identified that meets the booking requirements Expotel will confirm the details before finalising the booking. If hotel and costs are acceptable Expotel will confirm the booking.

5.5. Payments of the hotel invoice will be required on departure unless the Allowances Office has been requested to prepay the accommodation.

### Booking changes/cancellations

5.6. There may be conditions that apply to the hotel booking that affect whether the booking can be changed or cancelled once the booking has been confirmed. Members should ensure that they are aware of any conditions that apply. The Allowances Office will not be held responsible for any charges incurred in any change or cancellation of a booking.

5.7. If a booking requires to be changed or cancelled the member should advise Expotel immediately, together with the Allowances Office if a prepayment has been made.

5.8. The Allowances Office will confirm that the appropriate changes have been made and of any associated cost implications.

## **6. OVERNIGHT EXPENSES FOR ACCOMMODATION OUTSIDE EDINBURGH**

6.1. A Member may be entitled to claim overnight expenses when he or she has been required to spend the night away from his or her main residence, or any other residence, in order to carry out his or her parliamentary duties. Any other residence is defined as any residential property (other than the Member's main residence) which is owned by a Member and which that Member has regularly occupied as a residence.

### **Eligibility**

6.2. A Member is entitled to the reimbursement of overnight accommodation expenses when:-

- The overnight accommodation is outside Edinburgh (but within the UK)
- When in Brussels or Strasbourg for meetings with Members of the European Parliament and/or with representatives of the European Union Institutions in connection with the performance of the Member's parliamentary duties.

6.3. A Member is not entitled to the reimbursement of overnight expenses in connection with performance of parliamentary duties within the constituency or region from which the Member has been returned unless the Member has been returned from one of the following constituencies or regions:-

### Constituencies

- Argyle and Bute
- Caithness, Sutherland and Easter Ross
- Galloway and Upper Nithsdale
- Inverness East, Nairn and Lochaber
- North Tayside
- Orkney
- Ross, Skye and Inverness West
- Roxburgh and Berkshire
- Shetland
- West Aberdeenshire and Kincardine
- Western Isles

### Regions

- Highlands and Islands
- Mid Scotland and Fife
- North East Scotland
- South of Scotland

6.4. In the case only of Members returned either from the Cunninghame North constituency or from the West of Scotland Region, the Member is

entitled only to reimbursement of overnight accommodation which is required for the performance of parliamentary duties on an island in the Cunninghame North constituency.

### **Expenses rates**

6.5. A Member is eligible to claim the reimbursement of expenses under this provision for **overnight accommodation in the UK, Brussels or Starsbourg up to the agree rate.**

<http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#rates>

6.6. The rate should cover the costs of overnight accommodation, breakfast and evening meal together with any incidental expenditure to cover costs such as tea, coffee and newspapers. Alcohol costs will not be met unless taken with an evening meal and only up to a maximum of £8 which will attract a personal tax liability.

### **Travel abroad**

6.7. Where a Member requires to stay overnight outside the UK in connection with the performance of parliamentary duties, other than to Brussels or Strasbourg, a Member must submit an application to the SPCB for access to this provision up to 2 weeks in advance of the travel, for the reimbursement of the costs. All applications must be submitted to and agreed by the SPCB **before** any costs are incurred. Each application will be considered on a case by case basis and any application should be made through the Allowances Office.

6.8. Where the SPCB has authorised the reimbursement of overnight accommodation for travel abroad, the actual overnight expenses incurred in travelling abroad will be reimbursed.

## **7. PROVISION FOR REIMBURSEMENT OF STAFF COSTS**

### **General**

7.1. Costs that may be claimed against this provision include:-

- Staff salaries.
- Employer's National Insurance and Employer's pension contributions.
- Temporary staff cover costs.
- Incidental and ancillary employment costs.
- Redundancy costs.

7.2. Members are reminded that staff should not undertake any significant party political activity during any hours of work which are included within claims submitted under this provision.

7.3. A Member is entitled to the reimbursement of staff salary costs subject to a limit in any financial year. This limit is <http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#rates> (Subject to the transitional arrangements in place for 2008/09). A Member may transfer up to one third of the limit of his or her entitlement to reimbursement of office costs to the staff salary provision (see [section 2.8](#)). This may be done once in each financial year.

### **Staff Salaries**

#### **Payment of staff salaries**

7.4. In accordance with paragraph 3.1.5 of the Reimbursement of Members' Expenses Scheme, the payment of all staff salaries will be the responsibility of the Member (or Members if staff are employed by a pool), but the SPCB will provide a payroll service for Members and will make arrangements to have employer's pension contributions paid to the employees' pension arrangements.

7.5. Staff salaries paid through the payroll will be paid monthly in arrears on the last working day of each month. Payment will be made automatically by BACS (Bankers Automated Clearing Services) to the individual's nominated bank account.

#### **Terms and Conditions of employment**

7.6. Paragraph 3.1.7 of the Reimbursement of Members' Expenses Scheme, entitles Members to claim staff costs if they employ their employees on terms and conditions which are no less favourable than the model terms and conditions of employment approved by the SPCB from time to time. A Member can, however, offer more favourable terms if he or she wishes. Details of the current terms and conditions are available from the Personnel Office.

7.7. A Member is required to provide each of his or her employees with a written statement of the main terms and conditions of employment and to provide the Personnel Office with a copy of the contract.

### **Staff pooling arrangements**

7.8. In accordance with paragraph 1.7.1 of the Reimbursement of Members' Expenses Scheme, Members who set up a pool to employ shared staff with one or more other members must give notice to the SPCB of the setting up of the pool. Details of a recommended legal framework for formalising this pooling arrangement can be provided by the Personnel Office.

### **Notifying the SPCB of a new member of staff**

7.9. When appointing a new member of staff, a Member is required to notify the SPCB. In order to do so, Members should complete the MSP Staff New Staff Notification form.

[http://intranet/organisation/offices-h-z/personnel/msp\\_empnotform.aspx](http://intranet/organisation/offices-h-z/personnel/msp_empnotform.aspx)

By completing this form, the new member of staff's details will be provided to the Personnel Office which can then provide a draft contract of employment and arrange payment of salary. This form will also inform other relevant business areas, for example, Security Office and BIT. Where the employee is a close family member the relationship should be declared in the register of employment of close family members (see [section 8](#) of the guidance).

### **Notifying the SPCB of staff changes**

7.10. Members should use the MSP Staff Change of Details form to notify the Personnel Office of any changes affecting staff terms and conditions of employment and changes to personal information, for example, bank details and home address.

<http://intranet/organisation/offices-h-z/personnel/forms/documents/MSPStaff-PaymentChangeNotificationForm-AmendedJan05.doc>

7.11. Any overpayment arising as a consequence of late notification or notification not being received is the personal responsibility and liability of the Member or Members concerned.

### **Notifying the SPCB of staff leavers**

7.12. Members should use the MSP Staff Leaver Notification form to notify the Personnel Office of any staff leavers. This form will also inform other relevant business areas, for example, Security Office and BIT.

<http://intranet/organisation/offices-h-z/personnel/forms/mspstaffleaver/>

7.13. Any overpayment arising as a consequence of late notification or notification not being received is the personal responsibility and liability of the Member or Members concerned.

### **National Insurance contributions**

7.14. In addition to the basic salary costs, the SPCB will reimburse the cost of employer's National Insurance contributions.

### **Pension contributions**

7.15. Contributions incurred by a Member as an employer under the Expenses Scheme will be met subject to a limit of 10% of the gross basic salary paid.

7.16. The SPCB on behalf of Members has appointed two preferred suppliers to provide Group Personal Pension (GPP) Schemes for staff. The administration for all current schemes is provided by the Personnel Office. If any staff employed after 1 October 2008 choose not to join the GPP, the administration of employee's pension contribution will be the responsibility of the employing Member. In such circumstances, Members are advised to contact the Personnel Office.

7.17. The SPCB has agreed that the Personnel Office will continue to administer the ad hoc pension arrangements which are in place for staff as at 30 September 2008. This facility will cease should the staff concerned leave their existing employment.

### **Temporary Staff Cover**

7.18. A Member can apply to the SPCB for reimbursement of the cost of employing a temporary member of staff when this is necessary to cover a permanent member of staff who is absent from work for any reason for a period lasting more than two weeks, for example due to sick leave, paternity leave, maternity leave, adoption leave or jury duty. All applications must be submitted to and agreed by the SPCB **before** any costs are incurred. Each application will be considered on a case by case basis and any application should be made through the Personnel Office.

7.19. If the SPCB agrees to reimburse these costs, then there will be no impact on the Member's staff costs provision. In order for the SPCB to agree to payments being made, the SPCB must be satisfied that in all the circumstances it was reasonable to employ temporary staff. In considering an application, the SPCB will take into account the following factors:-

- (a) The reason why the permanent member of staff is absent from work e.g. due to illness, maternity leave, paternity leave, adoption leave, jury duty or other reason.
- (b) Whether the permanent member of staff continues to receive a salary paid from the employing Member's staff costs provision. The permanent member of staff must have a valid contract of employment specifying paid sick leave terms and conditions.

7.20 As part of the application to the SPCB, the Member must submit supporting medical certificates for periods of sick absence or, for other types of absence, other supporting documents which confirm the details of and reasons for the absence. The decision to approve payment is within the discretion of the SPCB.

7.21. Where the SPCB approves reimbursement of temporary staff costs, it will generally be on the following basis:-

(a). The maximum entitlement will be based on the amount of the absent employee's salary. Where a member of staff is absent on half pay, 50% of the temporary staff cost will be met from the staff costs provision. In the case of paid maternity leave, once this stops the cost of temporary staff will be met in full from the staff costs provision.

(b). Absences for illness and maternity leave are treated completely separately for the purposes of this provision. This means that a Member who has a member of staff who has had maternity leave and unrelated sick absences would be able to apply to the SPCB for reimbursement of temporary staff costs for both periods of absence.

(c ). When the SPCB approves reimbursement of temporary staff cover, the entitlement to reimbursement will take effect from the first date of absence of the permanent member of staff.

(d). Maximum entitlement for absences through illness - generally in any 4 year period, the SPCB would not expect to approve applications beyond a maximum amount based on a multiple of 12 months of the gross salary costs for each absence for a qualifying employee.

(e). Maximum entitlement for maternity absence – generally the SPCB would not expect to approve applications beyond a maximum amount equivalent to 26 weeks' paid maternity leave and a further 13 weeks paid at the statutory rate.

(g). Repeat claims - the SPCB will consider more than one application for costs to meet a temporary staff cost in relation to an employee's absence on sick leave. The SPCB would generally expect that the limit of 52 weeks' sick pay in any 4 years is not breached. Where the SPCB does not agree to meet the costs to cover for sickness absence in excess of this, the salary costs incurred in employing temporary staff cover will need to be met from the normal Staff Costs provision. This is because the permanent staff member will have reached their contractual limit for continued salary entitlement and the cost of replacement will no longer be additional to the normal salary cost.

### **Incidental and Ancillary Employment Costs**

7.22. A Member may apply to the SPCB for reimbursement for the following items. This list is illustrative of the types of incidental costs that can be met

under the Scheme. All applications must be submitted to and agreed by the SPCB and each application will be considered on a case by case basis. Any application should be made through the Personnel Office.

- **Child Care Vouchers**

The SPCB may approve access to a childcare voucher scheme to assist staff to meet the costs of childcare.

- **Occupational Health Services**

Members are reminded that the SPCB provides an occupational health service for Members and their staff. Part of this programme is to provide on-site access to an occupational health nurse and doctor located at Holyrood. Arrangements to have free work station assessments at the Holyrood campus can be arranged through the Personnel Office. The SPCB could approve the cost of having external work station assessment carried out in a local office under this provision.

- **Smoking Cessation Services**

Financial assistance for MSP support staff who wish to give up smoking may be able to be met from this provision. Details can be obtained from the Personnel Office.

## **Training**

7.23. A Member may apply to the SPCB for fees incurred relating to the attendance of a member of staff, volunteer or intern who attends a seminar or conference within the UK which supports the Member in the performance of their parliamentary duties (this includes the cost of travel and overnight accommodation). All applications must be submitted to and agreed by the SPCB **before** any costs are incurred. Each application will be considered on a case by case basis and any application should be made through the Personnel Office.

7.24. In order to apply for such support, Members should complete the MSP Staff Application for Staff/Intern/Volunteer Attendance at a Seminar/Conference form and return this to the Personnel Office. If the SPCB approves the application, the Personnel Office will arrange attendance on their behalf.

7.25. Members may also apply for fees incurred in providing appropriate training for their staff including travel and overnight accommodation. In order to apply for this support Members should complete the MSP Staff Application for Training form and return this to the Personnel Office. If the SPCB approves the application, the Personnel Office will arrange the training on their behalf.

7.26. Where a Member makes an application to the Personnel Office for access to training for staff, the first stage of the process would be to ascertain if the request could be met by existing training and development provision or internal resources, for example, use of the Corporate Training Programme, e-learning or coaching with internal SPCB staff. This will ensure that value for money and appropriateness of provision is always maintained.

7.27 Separate central provision has been made for travel and overnight costs associated with attendance at a seminar, conference or training which has been authorised in advance of attendance. Details of claiming for travel costs are set out in [section 3.19](#).

7.28. Further information about training and development opportunities are available on Personnel Office SPEIR page  
<http://intranet/organisation/offices-h-z/personnel/training/default.aspx>

## **8.1. REGISTRATION OF EMPLOYMENT FAMILY RELATIONSHIPS**

8.1. Section 3.7 of the Expenses Scheme provides that a Member who submits a claim in respect of the cost of employing a close family member, whether individually or through a pool, must declare that relationship in a register.

8.2. The Scheme requires that any declaration should be in writing and the SPCB has agreed that the information to be included in the declaration shall be:

- The name of the Member
- The name of the member of staff
- The relationship the Member has with the member of staff
- The employment position held by the member of staff
- The date the employment commenced

8.3. Where a member of staff works for a pool and is therefore employed by more than one Member a declaration should be made if any Member of the pool has a close family relationship with the member of staff.

8.4. This information will be published in a register which will be publicly available. This register is entirely separate from the Register of Members' Interests maintained by the clerks to the Standards, Procedures and Public Appointments Committee.

### **Close family relationships to be declared**

8.5. Section 9 of the Expenses Scheme provides a definition of close family members and Members should therefore register the details of anyone who is employed by them and is related as a:

- (a) a spouse, civil partner or cohabiting partner of the Member; or
- (b) a parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece of the Member or of a person mentioned in subparagraph (a);

8.6. To assist Members in registering this information a form has been produced. All forms registering the employment of family relationships should be submitted to the Allowances Office in Room QG.06.

<http://intranet/organisation/offices-a-i/allowances/docs/RegOfEmplFamilyRel.doc>

### **Timescale for registering**

8.7. Members have up to 30 calendar days from 1 October 2008 when the scheme comes into effect to submit the details of any existing members of staff who are employed by them and are related to the Member by any of the above relationships.

8.8. Where a Member enters into an employment relationship with a new member of staff after 1 October 2008 and where the employee is a close family member as detailed above, a Member will have 30 calendar days from the period of employment commencing to submit details to the Allowances Office to be recorded in the register.

8.9. Where a new member of staff is being employed the Personnel Office are available to assist the Member with the preparation of the employment contract and as part of this process, and where it is relevant, ensure that Members have access to the forms to register the employment of any close family members.

8.10. Where a member of staff is no longer in the employment of the Member (and their details are recorded in the register) the Member should notify the Allowances Office in writing to ensure that the date the employment has ceased is recorded in the register. This information will be held, but not published for a period on one year after the employment has ceased.

8.11. Members should also make written notification to the Allowances Office in those circumstances where an employee is no longer a close family member (as described in [Relationships to be declared](#) above) but where the employment is continuing. This information will be recorded, but not published for a period on one year after the notification has been provided.

8.12. The register only applies to each current Session of the Parliament. On dissolution all entries are deleted and at the beginning of each new Session a new register is set up for both new and returning Members. Members will have 30 calendar days from the date of taking the oath or affirmation to register the employment of any close family members.

### **Publication of the register**

8.13. A copy of the register is held in the Allowances Office and is available for inspection. The register is also available on the Parliament's web site and will be updated at regular intervals to ensure that it is as accurate as is practically possible.

### **Failure to register**

8.14. The new Expenses Scheme provides that where a Member submits a claim for the salary costs or contractual employment costs of employing a close family member, whether individually or through a pool the Member must declare that relationship to the SPCB.

8.15. Where such a relationship is not declared the SPCB may investigate any claim where a claim for reimbursement of costs has been made. Where, following such an investigation, the SPCB finds that, there being a failure to declare such a relationship, a Member has submitted an improper claim, the SPCB may report this matter to the Standards, Procedures and Public

Appointments Committee together with any recommendation for action. The Standards, Procedures and Public Appointments Committee may then recommend to Parliament that any of the Member's rights and privileges be withdrawn, including under the Expenses Scheme the removal of all or part of the Member's entitlement to reimbursement of expenses under the Scheme.

## **9. POOLING ARRANGEMENTS RELATING TO THE EMPLOYMENT OF STAFF**

9.1. There are two distinct types of pooling arrangements, which are administered differently under the new scheme.

### *Group pools*

9.2. A group pool supports the party group as a whole and is an arrangement whereby Members contribute a set amount of money determined by the party to use as a group pool resource. It is a matter for each party group to determine the amount each member is required to contribute to the pool but any contribution must come from the individual Member's staff provision. Notice must be given to the SPCB of the establishment of a group pool arrangement.

9.3. For a group pool, the total amount of money can be used to meet:-

- Staff salary costs.
- Redundancy costs.
- Any other incidental costs which arise from the operation of the pool.

9.4. In respect of the incidental costs these are not restricted to employment costs but can also cover any office costs such as equipment not centrally provided, newspaper subscriptions, staff travel, staff overnight expenses, training or research costs. All such costs should be met from the financial limit set by the Group pool from individual contributions. National Insurance and employers pension contributions will be met centrally.

### *Individual Members' pooling arrangements*

9.5. In accordance with paragraph 1.7.1 of the Reimbursement of Members' Expenses Scheme, Members who set up a pool to employ shared staff with one or more other members must give notice to the SPCB of the setting up of the pool. Details of a recommended legal framework for formalising this pooling arrangement can be provided by the Personnel Office.

9.6. Where more than one Member sets up an individual pool with another Member primarily to share staff in a parliamentary or local office, the costs associated with such an arrangement should be met from an individual Member's entitlement to the various provisions in the new scheme.

9.7. It is a matter for the Members of each of these individual pools to determine and advise the Personnel Office on how the costs are to be funded by the respective Members. For example, in terms of salary costs, if a member of staff is employed by 2 individual Members it is a matter for the Members to determine how much each will contribute to the salary costs from each Member's individual staff salary provision, and similarly with staff travel, each Member will have to decide on the allocation of journeys from the limit of 74 journeys each Member has under the staff travel provisions of the scheme.



## **10. OFFICE COSTS**

10.1. The purpose of the office costs provision is to reimburse Members for costs associated with the running of their local offices and engaging with constituents where central resources are not available.

### **Eligible expenses**

10.2. Costs that may be claimed against this provision include, but are not limited to:-

- (a) The cost of establishing and running a local parliamentary office, such as leasing and utility costs;
- (b) The purchase or lease of office furniture or equipment (including IT or photocopying equipment) or the purchase of stationery;
- (c) The cost of telecommunications, in so far as such costs exceed the limit on entitlement to reimbursement of telecommunication costs  
<http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#rates>
- (d) The cost of the publication and distribution of newsletters, annual reports and surveys;
- (e) The cost of advertising and the cost of surgery advertising, in so far as the cost of surgery advertising exceeds the limit on entitlement to reimbursement of surgery advertising costs  
<http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#rates>
- (f) The cost of overnight accommodation for a member of staff, a volunteer or intern when the member of staff, volunteer or intern is required to accompany a Member for the purpose of assisting the member in the performance of parliamentary duties;
- (g) The hire of premises for surgeries, public meetings and other meetings with constituents;
- (h) The fees for a member attending a seminar or conference; and
- (i) Any other costs which are ancillary to those specified above.

10.3. Costs associated with major renovation/structural works undertaken at local offices are not eligible for reimbursement.

### **Financial Provision**

10.4. **Constituency Members are eligible for the full office costs provision** Details of provision limits are listed on the Allowances Office SPEIR Page

<http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#rates>

This limit is the **same for Regional Members who are returned as the only Regional Member in that region for a particular political party or where a Regional Member is not aligned to any political party.**

10.5. **Where more than one Member from the same political party is returned in a particular region each Member's entitlement may be less than the full provision in any given financial year.**

10.6. The level of office costs provision for such a Regional Member is calculated in accordance with the formula set out as follows:

Number of Regional Members	Percentage of Limit on Office Costs Applicable to a Single Regional Member	
	One Office in the Region (limit per member)	Two Offices in the Region (limit per member)
2	60%	100%
3	47%	80%
4	40%	65%
5	36%	56%

10.7. For example therefore (based on 2008/09 figures)

Where there are 3 Regional Members who are returned from the same political party and who share one office in the region, the provision is calculated as follows:

$$£15,600 \times 47\% = £7,332$$

The office cost provision for the 3 Members is £7,332 each.

### **Additional regional offices**

10.8. Where more than one Regional Member is returned from a registered political party's regional list in any of the following regions: Highlands & Islands; North East Scotland; South of Scotland or Mid Scotland and Fife, the Members can apply to the SPCB to run one additional office in the region.

10.9. Any such application should be made through the Allowances Office and will require the signature of all the Members concerned.

### **Additional resources**

10.10. Where the costs of acquiring a local office are higher than in other parts of Scotland due to variations in the local market for accommodation costs, a Member may apply to the SPCB, through the Allowances Office, to

have his or her entitlement increased. All applications must be agreed by the SPCB **before** any costs are incurred and each application will be considered on a case by case basis.

10.11. Any increase authorised by the SPCB will be no greater than 10% of the office cost provision to which they would otherwise be entitled for running a local office.

10.12. In making an application to the SPCB a Member is required to set out clearly all the relevant factors that mean a local office agreement cannot be entered into because of local market costs.

### **Office lease/licence agreements**

10.13. When entering into a lease/licence agreement Members should bear in mind that they are only eligible for reimbursement of expenses while they are sitting as Members and this should be taken into account when agreeing the length of the lease period. Members may be personally liable for any contractual commitments, which require to be met when they cease to be a Member that cannot be met from the Winding Up provision.

10.14. A Member who enters into a lease/licence agreement in respect of his or her local office is required to submit a copy of the written agreement to the Allowances Office to enable payments to be made. The lease/licence agreement should provide details of the lease/licence period together with the level of rent/charges to be paid, to whom payments should be made and the date of payments.

10.15. A Member is not entitled to reimbursement of costs in respect of a local office if the Member leases office premises from or sub-lets any part of office premises to a close family member or connected person.

10.16. For the purposes of the Scheme, a close family member is defined as a spouse, civil partner or co-habiting partner of the Member or a parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece of the Member or his/ her spouse/ partner. A connected person is a business partner, business associate of the Member or any organisation (other than a political party) in which the Member or a close family Member has an interest.

### **Leasing Arrangements**

#### *Leasing/ sub letting from/ to a party political organisation*

10.17. A Member who leases local office premises from a party political organisation must provide the SPCB with a report prepared by an independent surveyor providing a professional opinion as to the fair market rent for the premises concerned when leased on the same terms. The report should be sent to the Allowances Office. The costs of this survey can be met out of the Office costs provision.

10.18. Rental payments cannot be reimbursed until such a report has been provided. Where a report recommends that the rent payable in terms of the lease is greater than the fair market rent for the premises the SPCB will only reimburse the Member the fair market rent as recommended by the independent surveyor.

10.19. However, this requirement will not be applied retrospectively and the SPCB has agreed that current contracted leases in place as at 30 September 2008 may continue until the end of this Parliamentary session.

10.20. Similarly, should a Member decide to sub-let a local office premises or part of those premises to a party political organisation then, before concluding the sub-lease, a report must be prepared by an independent surveyor providing a professional opinion as to the fair market rent for the premises concerned when sub-let on the same terms.

10.21. This report should be submitted to the SPCB through the Allowances Office. Should the report determine that the rent payable in terms of the sub-lease is less than the fair market rent, then the SPCB will consider that the Member is in receipt of the fair market rent and any rent reimbursed will be calculated on that basis.

#### *Sharing with an MP or MEP*

10.22. A Member is entitled to reimbursement of office costs in respect of a local parliamentary office which is shared with a Member of the House of Commons ("MP") or a Member of the European Parliament ("MEP"), but only where the Member has entered into a written agreement with the MP or MEP as to the apportionment of costs and the terms of the agreement have been approved by the SPCB.

10.23. Section 3.7 ([Payment of shared office running costs](#)) details how invoices can be paid under such an arrangement.

10.24. Where a Member is not leasing from a party political organisation it is still strongly recommended that Members obtain an independent assessment of rent/charges levied. It is also recommended that a similar assessment be obtained where the landlord proposes a rent/charge increase. Where any such assessment is obtained a copy of this should be submitted to the Allowances Office.

#### **Office sub-lets**

10.25. Members are required to advise the Allowances Office if they sub-let any part of their local office to a third party (other than under the arrangements above) and to provide the Allowances Office with a copy of the lease/rental agreement.

10.26. Again, it is strongly recommended that a Member obtain an independent assessment of the rent/charges that are levied. Any office

lease/rental payments made by the Allowances Office on behalf of the Member will be appropriately reduced to take account of the income generated by the sub let.

### **Members who do not establish and run local parliamentary offices**

10.27. A Member may decide not to set up and run a local parliamentary office within the constituency or region from which the Member was returned, or may decide to use an office in the Parliament as a local parliamentary office.

10.28. In these circumstances, the Member is entitled to the reimbursement of office costs up to a maximum amount of 50% of the maximum limit on entitlement to reimbursement which would otherwise be applicable to that Member.

### **Working from home**

10.29. Members are not entitled to the reimbursement of costs if they decide to set up their home as a local office.

10.30. However, it is recognised that Members do have to work from home in preparing for parliamentary business or contacting constituents. In such circumstances Members are entitled to reimbursement of any telecommunication costs incurred at home in the performance of parliamentary duties.

10.31. Such costs will be met from the telecommunications costs provision.

### **Telecommunications costs**

10.32. Separate provision is made in the scheme for the reimbursement of telecommunication costs. This includes line rental and call charges.

10.33. A Member is entitled to reimbursement of the cost of telecommunications subject to a set limit in any financial year. Details of provision limits are listed on the Allowances Office SPEIR Page.

<http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#rates>

10.34. Where a Member exceeds this limit in claiming reimbursement of telecommunication costs, any additional expenditure has to be met from the Office Costs provision.

### **Surgery advertising**

10.35. Separate provision is made in the scheme for the reimbursement of surgery advertising costs, which includes the production of posters and leaflets advertising surgeries.

10.36. This provision is to enable Members to advertise their availability to the public at specified dates, times and places in the Member's constituency or region for consultation regarding enquiries and problems, through surgeries or otherwise.

10.37. The reimbursement of expenses for surgery advertising is subject to a set limit in any financial year. Details of provision limits are listed on the Allowances Office SPEIR Page

<http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#rates>

10.38. Where a Member exceeds this limit in claiming reimbursement of surgery advertising costs, any additional expenditure has to be met from the Office Costs provision.

## 11. PROVISION AND ORDERING OF MOBILE PHONES

### Corporate contract

11.1. The Parliament has a contract with Vodafone for the provision of handsets, hands-free kits, car kits and SIM cards. Members can use this contract to obtain a mobile phone and any required accessories. Details of the models of phones available and prices can be obtained from the Allowances Office (0131 34) 86659/86614. The costs of purchasing a mobile phone, together with any associated accessories are a charge against the [Telecommunication costs](#). Members may incur a personal tax liability as a result of purchasing a mobile phone.

### Ordering a phone

11.2. If a Member wishes to join the Vodafone corporate contract as a new user he/she will be required to complete a MSP Mobile Phone Requisition form which can be found on the Allowances SPEIR site.

<http://intranet/organisation/offices-a-i/allowances/docs/MSP%20Mobile%20Telephone%20Requisition%20Form.doc>

When ordering, Members should confirm the model of phone required together with details of any accessories to be purchased. This form should then be submitted to the Allowances Office for processing.

### Delivery

11.3. The equipment ordered can be delivered to any nominated address. The equipment should be checked and charged. If the equipment is faulty this should immediately be returned to the Allowances Office as all returns are required to be made to Vodafone within 14 days of delivery

### Billing arrangements

11.4. Vodafone will issue each participating Member with a quarterly statement of account, marked "**For Information Only**", which will provide details of all call charges together with details of the numbers called. Members should check and sign the statements confirming how much of the total costs, if any, relate to private usage and forward the statement, together with a personal cheque for any private calls, to the Allowances Office. Arrangements will then be made to have the appropriate charges made against the Telecommunications Cost Provision, subject to funds being available, and thereafter the Office Costs provision.

11.5. The scheme provides Members with an annual entitlement to the reimbursement of [Telecommunication costs](#). Any additional telecommunication costs will be met out of the office costs provision.

### Transfer to the Parliament contract

11.6. If a Member has a mobile phone that has not been obtained through the Parliament's contract he/ she can transfer to the contract and retain his/ her existing phone number. The member will be required to cancel his/ her existing contract and obtain a Porting Authorisation Code (PAC) number from his/her service provider. There may be a termination charge for this by the provider and any such costs will have to be met personally by the Member.

11.7. A Member who wishes to transfer their phone will **not** be required to complete a requisition form. An e-mail to the Allowances Office confirming the request to migrate to Vodafone is sufficient. In the e-mail, the Member will be required to provide:

- His/her name.
- The address where they wish future billing statements to be sent.
- The existing mobile telephone number.
- The handset type.
- The serial number of the handset; and
- The PAC number.

11.8. On receipt of the e-mail the Allowances Office will make the necessary arrangements for the transfer. Vodafone will then advise the Allowances Office of the transfer date and when the new SIM card will be delivered. On receipt of the SIM card the Allowances Office will contact the Member to make the necessary arrangements to install the card into the Members existing mobile phone.

### **Returning a faulty phone**

11.9. If equipment provided through the Parliament's mobile phone contract develops a fault, the Member should immediately contact the Allowances Office to arrange for the goods to be uplifted.

11.10. Arrangements will be made to check the phone and in the event that the fault cannot be repaired, and the fault was reported within the warranty period, the Allowances Office will arrange to have a replacement mobile phone provided at no charge. If the mobile phone is outwith the warranty period the Member will be required to complete a requisition form as detailed above. The Allowances Office will be happy to advise whether or not the equipment is still within the warranty period and any of the charges there may be as a result of obtaining a replacement phone.

### **Purchase of non contract phone**

11.11. Members are not required to purchase mobile phones using the Parliament's contract and can go to any high street retailer. The cost of purchasing a mobile phone and/or associated accessories in this manner for business purposes can still be met from the [Telecommunication costs](#). Business related call charges can also be met from the **telecommunication costs provision**.

11.12. Members should note that the Parliament is unable to provide support for mobile phones not purchased through the corporate contract.

### **Lost or stolen goods**

11.13. A Member who loses a mobile phone or has it stolen should report this to the Allowances Office as soon as this is discovered. The Allowances Office will advise the Member on the action to be taken. If a Member fails to report a lost or stolen phone as soon as the loss is discovered, the Member will be personally liable for any call and/or line rental charges from the date it was lost to the time the loss was reported.

11.14. Any goods identified as stolen must also be reported to the police.

## **12. TRAVEL**

### **Motor mileage**

12.1. A Member is entitled to claim for the reimbursement of the cost of travel:-

- (a) Undertaken in the performance of parliamentary duties within the UK; or
- (b) To Brussels or Strasbourg for meetings with members of the European Parliament and/or with representatives of European Union Institutions in connection with the performance of parliamentary duties.

12.2. The cost of travel is the actual cost of any travel ticket purchased or a fare paid for a journey made by public transport or, if travelling by car, motor bike or bicycle an amount per mile in line with the Income Tax (Earnings and Pensions) Act 2003.

12.3. These mileage rates are in accordance with those set by Her Majesty's Revenue & Customs that may be reimbursed without incurring a tax liability. Details of provision limits are listed on the Allowances Office SPEIR Page. <http://www.scottish.parliament.uk/msp/MSPAllowances/index.htm#rates>

12.4. Travel undertaken in the performance of parliamentary duties may include journeys between any places at which parliamentary duties are performed or between such places and a Member's residence or overnight accommodation.

12.5. However, if a Member has his or her rent reimbursed as accommodation costs in Edinburgh and where the property is situated outside the boundary of the City of Edinburgh, the Member is not entitled to reimbursement of the cost of travel between that property and the Parliament.

12.6. Details on how to claim for travel costs are set out in [Members travel and overnight expenses claims](#).

12.7. Should a Member wish to claim for the reimbursement of travel costs undertaken in the performance of parliamentary duties outside the United Kingdom they should apply to the SPCB. Any application should be submitted to the Allowances Office at least 2 weeks in advance of the travel.

### **Staff travel**

12.8. A Member is entitled to reimbursement of the cost of travel within Scotland undertaken by a member of staff, volunteer or intern in support of the member's parliamentary duties.

12.9. A Member's entitlement to reimbursement under this provision is limited to the cost of a maximum of 74 journeys per Member in any financial year. A Member who submits a claim under this provision has to certify the purpose of the journeys undertaken. A journey under this provision is all such travel completed within one day, but does not include daily commuting journeys by a member of staff, volunteer or intern to a normal place of work.

12.10. The travel rates are the same outlined above for Members. Details on how to claim for travel costs are set out in [Staff travel and overnight expenses claims](#).

### **Travel arrangements made at the travel desk**

12.11. Between the hours of 10am and 4pm Monday to Thursday and 10am to 3pm on a Friday the Allowances Office operates a travel desk service in the Garden Lobby where the following services are provided:-

- Booking, delivery and payment of rail tickets for Members, Members staff and parliamentary staff.
- Collection and distribution of travel forms.
- Advice on how to complete a travel and expenses form.
- Advice on valid travel expenses.
- Advice on the various ways travel tickets and hotel accommodation can be booked and paid for.

12.12. When arranging the booking and payment of tickets through the Travel Desk you will need to complete a Travel Ticket Booking form. On receipt of this form you will be notified of the terms and conditions applicable to the ticket requested. If the terms and pricing of the fare are acceptable to you the tickets will be purchased and delivered.

12.13. The Travel Desk can be contacted on 0131 348 6447/6448 or by e-mail to [travelenquiries@scottish.parliament.uk](mailto:travelenquiries@scottish.parliament.uk).

### **Air travel**

12.14. Economy class should be used for all flights that are less than 5 hours continuous flying and that are not intercontinental. Business class may only be used if economy class is unavailable for the required journey or if a business class fare is available more cheaply than an economy fare.

12.15. Business class may be used for flights with a longer duration than 5 hours continuous flying on intercontinental flights.

12.16. Any air miles accrued by Members or staff as a result of travelling on parliamentary business must be offset against any future travel undertaken on parliamentary business.

### **Taxi travel**

12.17. The Parliament has a contract with a local taxi company, Comcab, for the use of taxis within the Edinburgh area and they can be contacted on 0131 272 8077.

12.18. If a Member requires to travel by taxi outside the Edinburgh area local taxi companies can be used. Costs incurred will be reimbursed but Members are reminded that taxis should only be used for reasons of urgency or where the use of public transport is not reasonably practicable. The SPCB has determined that written justification should accompany any claim where the cost of the fare is in excess of £20.

### **Car and Boat Hire**

12.19. In exceptional circumstances, and with the approval of the SPCB, the cost of hiring a car and the associated petrol costs or the cost of hiring a boat will also be reimbursed. If a Member identifies that they have a need to hire a car or boat they should submit a request for the approval of the SPCB through the Allowances Office.

### **Economy**

12.20. Members are requested to exercise due economy whenever possible by use of concessionary fares. Members may also consider whether a season ticket offers savings to the public purse. A season ticket can be more effective when there are three or more return journeys undertaken in a week.

## 13. ADDITIONAL EXPENSES

### Interpretation, translation and similar costs

13.1. Provision of interpretation, translation and other communication support services can assist Members in meeting their parliamentary duties and communicating with members of the public.

13.2. Under the Disability Discrimination Act 1995 Members are required to make reasonable adjustments to ensure that disabled people are given equal access to Members and the services which they provide. The Race Relations (Amendment) Act 2000 also requires Members to promote equality of opportunity and good race relations between different ethnic groups recognising the linguistic diversity that exists within them.

13.3. To assist Members in meeting these duties provision is made in the Scheme for meeting interpretation, translation and similar costs incurred. A Member may apply to the SPCB for the reimbursement of any expenses incurred in respect of:-

- Engaging an interpreter for a language other than English or engaging a British (or other) Sign Language (BSL) interpreter who in either case is required for a meeting with members of the public.
- Translation services required for correspondence with members of the public including provision of materials in other languages and formats. Such formats could include but are not limited to Braille, Easy Read, BSL DVD's, audio and large print.
- Any other communication support services required to facilitate equal access to Members for disabled people.

13.4. As much advance notice as possible should be given to enable the SPCB to consider each application. All applications must be submitted to the Allowances Office and agreed by the SPCB **before** any costs are incurred. Each application will be considered on a case by case basis

13.5. A Member may arrange such translation, interpretation and communication support services him or herself. In respect of British Sign Language and other communication support for example, lip speakers, Deaf-Blind communicators and Speech to Text Reporters such services can be arranged through the Parliament.

13.6. Any member wishing to make use of such services should contact the Strategy & Development Office (ext 86838 or 86820) for guidance. In relation to arranging Braille, audio and other format translation services guidance is available from the Public Information Office (ext 85400).

13.7. Other costs in relation to meeting specific duties under the Disability Discrimination Act, such as making reasonable adjustments to physical

features or employment provision, may be met on application to the SPCB from the Disability Provision.

### **Exceptional expenses**

13.8. A Member may apply to the SPCB through the Allowances Office for the reimbursement of any exceptional expenses to be incurred by that Member in connection with the performance of parliamentary duties.

13.9. A Member should not incur any costs until the agreement of the SPCB has been obtained. There is no prescriptive list of what is covered under this provision and the SPCB will consider all applications on a case by case basis. In making any application, the Member must provide as much information as possible about the service required and the costs of such services together with a brief statement of the benefits to the Member. Any application should be made to the Allowances Office.

13.10. These provisions are sufficiently broad to provide the SPCB with the flexibility to consider applications for issues not covered by the new Scheme. Examples of issues that could be considered by the SPCB under this provision could include:

- Legal advice on employment practice and other employment related issues such as the possible payment of any excess in line with the rules of the Employment Indemnity Insurance.
- Any office costs entered into contractually under the existing Scheme and which under the new Scheme the Member may have insufficient funds to meet

## 14. DISABILITY PROVISION

14.1. Under the Disability Discrimination Act 1995 Members are required to effectively promote disability equality and eliminate discrimination against disabled people. Members should anticipate the needs of disabled people and the barriers they might encounter in trying to access a service provided by the Member or in relation to the employment of their staff.

14.2. As it is unlawful to treat a disabled person less favourably because of their disability, Members are required to make reasonable adjustments to their services and premises to ensure that they are as accessible as possible to all. A Disability Provision has been made available for Members to use in assisting them to meet these duties.

14.3. On application to the SPCB the Disability provision may be used for:-

- Providing resources to a disabled Member to enable them to fully undertake his or her role as an MSP.
- In selecting premises for a local parliamentary office a Member should ensure that the accessibility of the premises for disabled people is fully considered. A Member may, however, apply to the SPCB for reimbursement of expenses in respect of:-
  - a. Making reasonable adjustments to the office or employment provision to accommodate a disabled member of staff and/or facilitating access for disabled members of the public.
  - b. Providing equipment and/or parking spaces for disabled people.
  - c. Facilitating meetings involving disabled people by hiring (on an occasional basis) alternative office and meeting premises. Any other costs such as provision of communication support should be met from the Additional Expenses provision.

### Applications

14.4. Members are required to apply to the SPCB for access to this provision. All applications must be submitted to and agreed by the SPCB **before** any costs are incurred. Each application will be considered on a case by case basis and any application should be made through the Allowances Office. To enable the SPCB to make an informed decision in relation to any application Members should provide the following information as appropriate:-

- Details of the adjustments/purchases proposed together with more than one quote.
- Details of the access issues that Members or their office is planning to address by making the proposed adjustments/purchases.

- Details of any financial assistance available from other parties to meet the cost of the adjustment/purchase proposed (for example from co-tenants, landlords and the Access to Work Scheme etc).

14.5. If the proposed adjustments/purchases are intended to improve the accessibility of the Members' office premises information about the nature of the services provided from the local office should also be included (for example, does the office enable members of the public to drop in to speak to office staff? Are all visits to the office made only by appointment? Are surgeries carried out in the office?).

**14.6. Where any improvements are proposed the SPCB will look to the landlord to meet the costs in full or make a contribution given the long term benefits to them.**

14.7. Architect's fees which are directly associated with making particular adjustments to a Member's local office to improve access for disabled people (for example fees related to obtaining designs for an access ramp or widen a hallway) may be considered by the SPCB to be met from this provision provided the costs are reasonable. This would also apply to the costs of procuring a professional access audit.

14.8. Any application for access audit costs should also include confirmation that the steps outlined in the Disability Discrimination Act Fact Sheet 3 have been carried out and account has been taken of the document entitled "Guidance for MSPs on When and How to Use an Access Auditor/Consultant".

<http://intranet/organisation/teams/eo/Docs/MSP-Guide-AccessConsultant1.pdf>

## **15. WINDING UP**

15.1. The Winding up provision applies when a person ceases to be a Member of the Parliament for any reason.

15.2. The provision provides for the reimbursement of staff costs and office costs associated with the winding up of a former Member's duties.

15.3. All costs incurred before the date the individual ceased to be a Member will be charged to the expenses provision available to the Member at the time the cost was incurred subject to resources being available.

15.4. All costs incurred after the date the former Member ceases to be a Member will be met from the Winding up provision subject to funds being available. All such claims will require to be submitted within 6 months of the former Member ceasing to be a member and if this is not possible within a time period as the SPCB allows.

### **Staff Costs**

15.5. A former Member remains entitled to reimbursement of staff salary costs, employer's National Insurance contributions and employer's pension contributions, as provided for in the Staff Costs provisions, in order to retain the services of staff for the purposes of the winding up of the former Member's office for a maximum of three months after the date on which the former Member ceased to be a Member.

15.6. Members in this situation are advised to contact the Personnel Office as soon as possible for advice on these matters.

### **Staff Redundancy**

15.7. Where a former Member dismisses an employee by reason of redundancy, the former Member is entitled to reimbursement of any redundancy payment payable to the employee only if the SPCB is satisfied that certain conditions have been met. These are that:

- (a) The former Member was entitled to receive reimbursement of salary costs in respect of the employee concerned at the date of dismissal;
- (b) The employee was in fact dismissed by reason of redundancy;
- (c) The former Member was under a legal obligation to make the payment; and
- (d) Where, under the terms of the contract between the former Member and the employee, the employee's entitlement to a redundancy payment exceeds the employee's statutory entitlement, the contractual provision was reasonable in all the circumstances.

15.8. Any payment approved by the SPCB under this section is made met centrally.

### **Office Winding-Up Costs**

15.10. A former Member is entitled to reimbursement of the costs reasonably incurred in the closing down of a local parliamentary office. These costs are subject to a limit equivalent to one third of the limit on entitlement to reimbursement of office costs.

15.11. Such costs can be used for example for the:

- Disconnection of office telephones.
- Removal of office signage.
- Removal of all website references to status as an MSP and Scottish Parliament logo as applicable.
- Meeting all contractual liabilities
- Travel costs incurred during the winding up period

### **Time Limit for Submission of Claims**

15.12. A former Member must submit any claims under this provision within six months from the date on which the former Member ceased to be a Member, or, if that is not possible, the former Member should apply to the SPCB through the Allowances Office setting out the reasons for not meeting this time limit and seeking an extension of time..

## **16. MEMBERS AND TAXATION**

16.1. Members of the Parliament are subject to UK tax in the normal way and are responsible for the completion of tax returns and for supplying information required by the Inland Revenue.

16.2. The Allowances Office will provide information to Members and the Inland Revenue, in the form of a P11D, in respect of personal expenses reimbursed to a Member together with details of expenditure met from the Reimbursement of Members' Expenses Scheme.

### **P11D's**

16.3. In June of each year Members will be issued with a draft P11D Tax Return Form together with a draft final expenditure report for the previous financial year. Members should check the tax return in conjunction with the expenditure report for any errors and advise the Allowances Office accordingly so that any final adjustments can be made.

16.4. A final P11D will be issued to Members in July at the same time as this return is forwarded to the Inland Revenue.

### **Office Cost Provision**

16.5. The Office Cost provision is taxable. The Allowances Office will include details of expenditure met from this provision on Members' P11D's. Tax will not be deducted by the Allowances Office in respect of any items that are purchased from this provision.

16.6. Members should note that there are separate rules governing the payment of the Office Cost provision by the Allowances Office and what is allowable under income tax law. A Member may, therefore, find an item of expenditure allowed by the Allowances Office will not qualify for tax relief and as such will be subject to tax. Capital items purchased using the Office Cost provision will be treated in accordance with the rules covering the acquisition of capital assets.

16.7. In the event of the theft or loss of an item, the purchase of which resulted in a personal tax liability being incurred, the Inland Revenue should be advised accordingly to enable the necessary adjustments to that liability to be made.

### **Members Travel**

16.8. For taxation purposes travel undertaken by Members falls into two categories:

- Travel on Parliamentary business; or

- Private Travel (including ordinary commuting).

16.9. The following examples show how the rules work in practice.

**MSPs living in their constituency:**

<u>Journey</u>	<u>Category</u>	<u>Taxable?</u>
Main residence to PHQ/ PHQ to main residence	Business	No
Secondary home outside constituency to PHQ	Private	Yes (at source)
Secondary home outside constituency to constituency boundary	Private	Yes (at source)
All other journeys on Parliamentary business	Business	No
Main Residence to Edinburgh accommodation	Business	No
Edinburgh accommodation to main residence	Business	No
Edinburgh accommodation to PHQ	Private	Yes
PHQ to Edinburgh accommodation	Private	Yes

**MSPs living outwith their constituency:**

<u>Journey</u>	<u>Category</u>	<u>Taxable?</u>
Main residence to constituency boundary	Private	Yes (at source)
Main residence to PHQ	Private	Yes (at source)
Secondary home to PHQ	Private	Yes (at source)
Secondary home to constituency boundary	Private	Yes (at source)
Secondary home to main home (if both outwith constituency)	Private	Yes ((at source))
All other journeys	Business	No
Main residence to Edinburgh accommodation	Private	Yes
Edinburgh accommodation to main residence	Private	Yes
Edinburgh accommodation to PHQ	Private	Yes
PHQ to Edinburgh accommodation	Private	Yes

16.10. Some useful examples of how the rules apply are set out below:

16.10.1 What is the position where a Member who does not live in his or her constituency travels to Holyrood and in doing so travels through his or her constituency/region?

If the MSP does not stop off on Parliamentary business en route then the whole journey of home to Holyrood should be taxed at source.

If the Member stops off on Parliamentary business anywhere in his or her constituency/region then his or her journey from home to the constituency boundary is taxed at source. The rest of the journey is classed as business travel.

If the MSP only stops off on Parliamentary business outside his or her constituency/region then his or her journey is no longer classed as an ordinary commuting journey so there is no tax at source.

16.10.2. What is the position where a Member who does not live in his or her constituency/region and drives to the rail station outside their constituency where they park their car and take the train into their constituency where they change trains to travel to Holyrood?

The Member has various stops in his or her journey. However, as the stops are merely part of their journey rather than for a business meeting, then the whole journey from home to Holyrood is classed as private and is taxed at source.

16.10.3. What is the position where a Member living outside his or her constituency/region travels on Parliamentary business to a meeting that is not within his or her constituency or Holyrood?

The journey is classed as business so it is not taxed at source.

16.10.4. What is the position where a Member living outside his or her constituency/region travels to a place within their constituency on Parliamentary business? The journey may include travel via plane, train, bus, taxi or ferry from home to a place inside their constituency.

The proportion of the fare that relates to the home to constituency boundary part of the journey will be considered private travel and will be taxed at source. The remaining portion will be considered business travel.

**For example:** The total cost of the rail fare for the journey was £15.00 and the train journey was a total of 12 miles. The part of the rail journey between his

home and constituency boundary was 4 miles, then you should consider 1/3 of the journey to be private and so taxable at source and 2/3 of the journey business and so not taxable.

### **Accommodation in Edinburgh and Overnight Expenses Provision**

16.11. Expenditure incurred in relation to this provision does not attract a tax liability with the exception of the cost of any alcoholic drink taken with a meal and newspaper costs.

### **Staff Travel Provision**

16.12. Travel costs reimbursed to support staff under the Staff Travel provision does not attract a tax liability.

### **Employees Overnight Expenses**

16.13. Actual overnight expenses, up to the agreed rate, supported by receipts will be reimbursed without incurring a tax liability with the exception of any alcohol costs claimed. Such costs will be taxed.

16.14. The Allowances Office will provide information to Members employees and the Inland Revenue, in the form of a P11D, in respect of expenses reimbursed to the employee.

### **Disability, Additional Expenses and Office Winding-Up Provision**

16.15. The tax rules that apply to the Office Costs provision also apply to these provisions.

### **Telephone Taxation**

16.16. The following Inland Revenue taxation rules apply to privately owned telephone services including home telephones and mobile phones. A second business line used solely for business purposes in the home and mobile phones purchased through the Parliament central contract are exempt from the following rules.

- When a Member claims a percentage of the total telephone bill, the Allowances Office are required to tax the line rental costs being claimed.
- When a Member claims a percentage of business calls and the full line rental, the line rental will be taxed.
- When a Member claims business calls only there are no tax implications.
- When a Member claims for mobile phone pay as-you-go vouchers, the total voucher cost will be taxed.

## **Tax Office**

16.17. For further information regarding the taxation of expenses Members should contact: -

Inland Revenue Scotland  
Clarendon House  
114-116 Clarendon House  
George Street  
Edinburgh  
EH2 4LH  
Telephone Number: - 0131 519 7254