



## Department of Health & Social Care

### PERSONAL

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[redacted]

#### CHAIR OF THE INDEPENDENTLY CHAIRED CARE (EDUCATION) AND TREATMENT REVIEW PANEL

I am writing to confirm your appointment and the terms of your appointment as an Independent Review Panel Chair (the “Chair”) to potentially chair a panel reviewing the care of people with learning disabilities and/or autism being cared for in long-term segregation (the Independently Chaired Care (Education) and Treatment Review “ICETR”).

You may be asked to undertake more than one ICETR or you may not be required to undertake any ICETRs. You therefore acknowledge that the fact of your appointment as a Chair does not guarantee that you will be called upon to undertake an ICETR.

This Agreement (consisting of this Letter of Appointment and Annexes A-D) shall become legally binding once you confirm to us that you are happy to act as Chair on the terms outlined in this Letter and its Annexes A – D.

**Annex A** sets out the terms of your appointment by the Department of Health & Social Care (the “Department”) and **Annex B** outlines the roles and responsibilities the Chair.

You acknowledge that in undertaking the role of a Chair, your relationship with the Department will be as an independent contractor and the appointment of Chair does not create any contract of employment or employment relationship between the Chair and the Department.

Your initial appointment commenced on 1 October 2021 and is going unless terminated (in accordance with Annex A) or otherwise extended by agreement between us (and recorded in writing).

**Annex B** contains a description of the Services that you will be expected to fulfil in order to Complete an ICETR.

**Annex C** attaches the Department’s Expenses Policy.

**Annex D** sets out further instructions regarding the treatment of Confidential Information (as defined in Annex A).

You will receive a Fee of £1200 for each Completed ICETR (as more particularly set out in Annex B). Depending on the number of reviews completed, you could receive between £0-£25,000.

In addition, you will receive expenses paid in line with the Department’s expenses policy, as set out in Annex A.

If required, DHSC standard terms supersede the terms stated in this contract.

Please acknowledge receipt of this letter and confirm that you accept the role as a Chair on the terms outlined, by signing a copy of this letter and returning this to the Department in the manner outlined in Condition 13.2 of Annex A below.

May I take this opportunity to wish you every success in your appointment as an ICETR Chair.

*Department of Health & Social Care*

I agree to the terms and conditions of appointment as an ICETR Chair, as set out in this Agreement (including its Annexures)

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*(signed*

*(dated) 25.10.2022*

## Annex A: Terms and Conditions

### 1. INTERPRETATION

1.1 In the Agreement the following words shall have the following meanings unless the context otherwise requires:

<b>“Agreement”</b>	means the agreement between the Department and the Chair, pursuant to which the Chair agrees to provide the Services in return for the Fee and which comprises the letter of appointment, this Annex A (Terms and Conditions), Annex B (Specification), Annex C (DHSC Expenses Policy) and Annex D (Confidential Information);
<b>“Applicable Laws”</b>	means all applicable laws (including in relation to health and safety and discrimination), regulations and guidance applicable to the performance of the Services;
<b>“Background IPR”</b>	means any Intellectual Property Rights owned by, licensed to or controlled by either party prior to the date of the Agreement and Intellectual Property Rights later developed or acquired by either party otherwise than pursuant to the performance of the Agreement;
<b>“Completion”</b>	means, following an ICETR, that the Chair has submitted its Reports to the Department, in the form prescribed in Annex B, and the Department has confirmed to the Chair that those Reports are approved (as having been produced in accordance with the terms of this Agreement) and <b>“Complete”</b> and <b>“Completed”</b> shall be construed accordingly;
<b>“Conditions”</b>	means the terms and conditions of the Agreement;
<b>“Confidential Information”</b>	means all information (in whatever form or howsoever stored) relating to the Services, the Department, NHSE and the Hospital (as the case may be) including any information concerning the business or affairs of the Department, NHSE and the Hospital (as the case may be) and information in respect of which the Department, NHSE and the Hospital (as the case may be) is bound by any obligation restricting its use; and any information the disclosure of which is likely to cause detriment or harm to the Department, NHSE and the Hospital and any individual whether or not that information is marked confidential; and including (but not limited to) information that the Chair creates, develops, receives or obtains in connection with this Agreement, whether or not such information (if in anything other than oral form) is marked confidential.
<b>“Deliverables”</b>	means the Reports and any report made in relation to safeguarding issues in accordance with Condition 16;
<b>“Department”</b>	means the Secretary of State for Health & Social Care, acting as part of the Crown;
<b>“Fee”</b>	means the agreed fee of £1200 for each Completed ICETR as outlined in Annex B (the Specification);
<b>“Hospital”</b>	means a “health service hospital” as defined in section 175(1) of the National Health Service Act 2006, or an “independent hospital” as defined in section 145(1) of the Mental Health Act 1983;
<b>“ICETR”</b>	means the independently chaired Care (Education) and Treatment Review into the care of people with learning disabilities and/or autism being cared for in long-term segregation;
<b>“Intellectual Property Rights” or “IPR”</b>	means all intellectual and industrial property rights including patents, know-how, registered trade-marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade-marks, rights to prevent passing off and copyright, database rights, topography rights, domain names and any other

rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions as may exist now or in the future;

<b>“NHSE”</b>	means NHS England;
<b>“Reports”</b>	means the reports to be completed by the Chair, as more particularly set down in Annex B;
<b>“Services”</b>	means the services (including any goods delivered pursuant to the Services) that the Chair is required to perform under the Agreement as more particularly described in Annex B (the Specification);
<b>“Specification”</b>	means the specification for the Services agreed between the parties set out in Annex B.

In the Agreement references to “includes”, “including”, “in particular” or “for example” shall be construed without limitation to the generality of the preceding words.

If any conflict arises between Annex A and Annex B then Annex B shall prevail.

## 2. **AGREEMENT TERMS**

The Department shall appoint the Chair and the Chair shall provide the Services on the terms of this Agreement.

**Status of appointment** – the relationship of the Chair to the Department will be that of an independent contractor and nothing in this Agreement shall render the Chair an employee, worker, agent or partner of the Department. As such, the Chair shall indemnify the Department against any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) arising out of or in connection with the provision of the Services.

The Chair shall not have any right or power to bind the Department in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and shall indemnify the Department against any loss or damage which the Department may sustain or incur as a result of any unauthorised act or omission of the Chair.

**Conflicts of Interest** – the Chair is required to declare any private interests, which may conflict, or may be perceived to conflict with the Chair’s performance of the Services and responsibilities as the chair of an ICETR panel. Further, the Chair must immediately notify the Department prior to chairing an ICETR (or immediately on becoming aware) if the Chair believes that it has previously been involved in the provision of care or treatment to the individual subject to the ICETR. The Chair must ensure that no conflict arises, or could reasonably be perceived to arise, between the performance of Services and the Chair’s discharge of responsibilities under this Agreement. The Chair agrees not to participate in discussions or the determination of any matter where any conflict may arise, or be perceived to arise.

No variation to the Agreement will be effective unless agreed in writing and signed by the Department’s authorised officer. Agreed variations shall be appended to the Agreement.

## 3. **PERFORMANCE AND RISK**

The Chair shall perform the Services in accordance with this Agreement or as otherwise agreed by the parties in writing.

The Chair will comply with any instructions issued by the Hospital whilst on Hospital premises (which shall include but not be limited to displaying any identification issued to the Chair by the Hospital).

#### 4. **FEE AND PAYMENT**

The Department will pay the Chair the Fee for each Completed ICETR in accordance with Annex B.

Following the Completion of an ICETR, the Chair should submit an invoice to the Department within 30 days setting out the Fee, any expenses claimed and any VAT payable (if applicable).

Invoices may be submitted by the Chair to the Department to the email address **Redacted in** :

Department of Health & Social Care

39 Victoria Street  
London SW1H 0EU

And marked for the attention of the ICETR team.

The Department shall pay the Chair within 30 days of its receipt of a valid invoice.

#### 5. **QUALITY**

The Chair shall:

- 5.1.1 provide the Services with all due care, skill and ability; and
- 5.1.2 promptly give to the Department all such further information and assistance as the Department may reasonably require in connection with the Services

If the Chair is unable to provide the Services due to illness or injury, they shall advise the Department of that fact as soon as reasonably practicable.

Unless specifically authorised to do so by the Department in writing:

- 5.1.3 the Chair shall not have any authority to incur any expenditure in the name of or for the account of the Department; and
- 5.1.4 the Chair shall not hold out as having authority to bind the Department.

If the Chair fails to Complete an ICETR and/or otherwise perform the Services in accordance with the Agreement (other than as a direct result of an act or omission by the Department) the Chair may be required by the Department to take all such actions as the Department may reasonably require ensuring that the ICETR is Completed. The Chair acknowledges that in accordance with the terms of this Agreement, no Fee is payable until such time as an ICETR is Completed. Further no expenses shall be payable by the Department until the ICETR (in respect of which the expenses were incurred) has been Completed.

#### 6. **INTELLECTUAL PROPERTY**

The Department grants the Chair a non-exclusive, royalty free, non-transferable licence to use the Department's Background IPR in any specifications, materials and/or other data provided by the Department to the Chair for the purpose of performing the Chair's obligations under the Agreement for the term of the Agreement only.

The Chair grants the Department a non-exclusive, royalty free, transferable licence (with the right to grant sub-licences) of the Chair's Background IPR in any specifications, materials and/or other data owned by or licensed to the Chair which the Department requires use of for the purpose of:-

- 6.1.1 performing the Department's obligations under the Agreement (if required) for the term of the Agreement; and
- 6.1.2 using, exploiting and reselling (as applicable) the Deliverables in perpetuity.

All IPR in the Deliverables shall vest in and be owned exclusively by the Department and the Chair hereby assigns to the Department all IPR in the Deliverables.

The Chair shall at the request and cost of the Department (whether during or after termination of the Agreement), sign and execute all such deeds and documents and do all such acts and things as the Department may reasonably require to apply for, obtain and vest and maintain in the name of the Department alone (including by way of assignment) any Intellectual Property Rights which are the property of the Department in accordance with this condition 6 and defend any proceedings to oppose the vesting of any such Intellectual Property Rights in the name of the Department.

## **7. HEALTH AND SAFETY**

The Chair shall comply with the requirements of the Health & Safety at Work Act 1974 and any other acts, orders, regulations, guidance and codes of practice relating to health and safety, which may apply to staff and other persons working on the Hospital's premises, in the performance of the Chair's obligations under the Agreement.

The Chair will co-operate with the Department and/or the Hospital, as appropriate in respect of all reasonable requests and actions taken in relation to health and safety matters and as required to ensure the Hospital's or the Department's compliance (as the case may be) with the Health & Safety at Work Act 1974 and any other acts, orders, regulations, guidance and codes of practice relating to health and safety.

## **8. PREVENTION OF CORRUPTION**

The Chair shall not offer or give, or agree to give, to any person any gift or consideration of any kind as an inducement or reward for doing or for not doing, or for having done or not done, any action in relation to the obtaining or execution of the Agreement or any other contract with the Department, or for showing or not showing favour or disfavour to any person in relation to the Agreement or any other contract with the Department or any other public body.

The Chair must comply with the Bribery Act 2010. Failure to do so shall give the Department the right to terminate this agreement.

## **9. CONFIDENTIAL INFORMATION**

The Chair shall treat all Confidential Information disclosed to it in relation to the ICETR in the manner specified in Annex D.

The Chair agrees that it will not disclose or permit to be disclosed to any third party or otherwise make use of (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information other than as is necessary to enable the Chair to provide the Services. The Chair shall indemnify the Department against any liabilities incurred by the Chair pursuant to the breach by the Chair of this condition 9.1.

The restriction contained in condition 9.1 shall not apply to any Confidential Information:-

- 9.1.1 which is ordered to be disclosed by a court of competent jurisdiction or otherwise required to be disclosed by law or regulation to which the Department is subject; or
- 9.1.2 which has come into the public domain other than through a breach of this condition 9.

The Chair acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 ("**FOIA**"), the content of the Agreement is not confidential. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of the Agreement, the Chair hereby gives its consent for the Department to publish the Agreement in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public.

The Chair acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall assist and cooperate with the Department to enable the Department to comply with its obligations under those Acts and any subordinate legislation and/or guidance.

Any Confidential Information in the Chair's possession obtained by the Chair in the course of providing the Services shall be returned to the Department at any time on request and in any event on or at Completion or at any earlier termination of this Agreement. The Chair also undertakes to irretrievably delete any Confidential Information stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in the Chair's possession or under the Chair's control, at Completion or termination of this Agreement (whichever is the earlier).

The restrictions contained in this Condition 9 shall continue to apply after expiry or termination of this Agreement without limit in time.

Any Confidential Information relating to patients which the Chair acquires in their performance of the Services under this Agreement shall not be disclosed to any person other than a member of the ICETR panel as referred to in Annex B.

The Chair shall notify the Department immediately on becoming aware of any breach of this Condition 9.

## 10. **DATA PROTECTION**

The Chair shall adhere to the Department's Data Protection Policy at all times (found [here](#)).

The Chair consents to the Department holding and processing data relating to the Chair for legal, personnel, administrative and management purposes and in particular to the processing of any "special category data" (as defined in Article 9(1) of the EU General Data Protection Regulation) relating to the Chair including, as appropriate:

- 10.1.1 information about the Chair's physical or mental health or condition in order to monitor sickness absence;
- 10.1.2 the Chair's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;

information relating to any criminal proceedings in which the Chair has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties; and

The Chair consents to the Department making such information available to those who provide products or services to the Department such as advisers, regulatory authorities, and governmental organisations.

The Chair shall, in providing the Services, comply at all times with the provisions of the EU General Data Protection Regulation (GDPR) and the Data Protection Act 2018. The Chair shall promptly provide such information as the Department may require to enable it to assess the Chair's compliance with that legislation.

Any personal data relating to patients which the Chair acquires in their performance of the Services under this Agreement shall be dealt with in the manner expressly set out in Annex D, processed only for the purpose of undertaking the Services and in accordance with the GDPR and Data Protection Act 2018 and in particular shall not be disclosed to any person other than a member of the Chair's ICETR panel.

## 11. **PROPRIETY ISSUES**

The Chair agrees to inform the Department immediately upon becoming aware of any issue which affects or has the potential to affect:

- 11.1.1 the Chair's ability to carry out the ICETR; and/or
- 11.1.2 the Chair's reputation; and/or
- 11.1.3 the reputation of the Department, NHSE, the Hospital, and/or any other applicable public body (as the case may be).

## 12. **TERMINATION**

The Department may terminate the Agreement with immediate effect if the Chair at any time:

- 12.1.1 commits any act or omission which in the reasonable view of the Department brings or is likely to bring the Chair or the Department into disrepute or is materially adverse to the interests of the Department, NHSE, the Hospital, any other relevant public body [individual] ;
- 12.1.2 commits in the reasonable view of the Department any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Department;
- 12.1.3 is charged with any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- 12.1.4 is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
- 12.1.5 commits any fraudulent or dishonest act ;
- 12.1.6 commits in the reasonable view of the Department any breach of the Department's Data Protection Policy, materially breaches Condition 9, 10 or 11 of this Annex A or any provision contained in Annex D ; or
- 12.1.7 commits any offence under the Bribery Act 2010.

Any delay by the Department in exercising its rights to terminate shall not constitute a waiver of those rights.

The Department may terminate the Agreement, or any part of it, at any time for any reason by giving the Chair 5 working day's written notice. The Chair shall be entitled to payment for Services delivered up to the termination date.

Neither the expiry nor the termination of the Agreement shall prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue either to the Department or to the Chair and the conditions in the Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

## 13. **GENERAL**

The Chair may not assign or transfer the Agreement or any of its rights or obligations, (including by way of subcontracting) without the prior written consent of the Department. Any attempt to assign, transfer or subcontract without consent shall be in material breach of the Agreement. No waiver of any provision of the Agreement shall be effective unless it is agreed to by both parties in writing. No waiver of any default shall constitute a waiver of any subsequent default.

Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and sent by email or by post. In relation to the Department, all emails sent by the Chair should be sent to: ICETR@dhsc.gov.uk:

Department of Health & Social Care  
39 Victoria Street  
London



SW1H 0EU

And marked for the attention of the ICETR team.

In relation to notices to be provided to the Chair, these shall be sent to the email address or postal address provided by the Chair to the Department.

The parties to the Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

The parties shall accept the non-exclusive jurisdiction of the English courts and agree that the Agreement is to be governed and construed according to English law.

The Agreement and other documents (if any) referred to in it which are incorporated into and form part of the Agreement contain all the terms which the parties have agreed in relation to the subject matter of the Agreement and those documents and supersede any prior written or oral agreements, representations or understandings between the parties save that nothing in this condition 13.5 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

#### **14. ENVIRONMENTAL CONSIDERATIONS**

The Chair shall perform its obligations under the Agreement in accordance with the Department's environmental policy, (which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment) and in accordance with all applicable law relating to the environment and the disposal of goods.

The Chair shall meet all reasonable requests by the Department for information evidencing the Chair's compliance with the provisions of this condition 14.

#### **15. TAXATION**

The parties intention is that the Department shall engage the services of the Chair upon the basis that the Chair shall have the status of a self-employed person and shall be personally responsible for accounting for all of the Chair's Income tax and value added tax liabilities and payment of all other tax or similar contributions to the appropriate authorities in respect of the Chair.

The Chair shall be fully responsible for and shall indemnify the Department for and in respect of:

- 15.1.1 Any value added tax, income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the engagement of the Chair and/or the performance of the Services, where the recovery is not prohibited by law;
- 15.1.2 all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Department in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Department's negligence or wilful default in respect of the matters for which the indemnity in condition 15.41.1 has been given;
- 15.1.3 any claim made by the Chair against the Department arising out of or connected to any act or omission of the Chair.

#### **16. SAFEGUARDING AND RAISING CONCERNS**

- 16.1 The Chair agrees to comply with the terms of the NHSE Safeguarding policy (a copy of which will be made available to the Chair). In the event that the Chair has any concerns regarding safeguarding issues, the Chair agrees to follow the procedures outlined in the NHSE Safeguarding Policy and to take the following steps:

- 16.1.1 to clearly identify the NHS Safeguarding policy within the ICETR to ensure all members of the ICETR panel are aware of the provisions of the NHS Safeguarding policy, including any and all obligations arising under it;
  - 16.1.2 to immediately inform the relevant Local Authority;
  - 16.1.3 to ensure the relevant Commissioner responsible for arranging the inpatient mental health services provided to the patient subject to the ICETR is made aware; and
  - 16.1.4 to notify NHSE by email at [england.icetr@nhs.net](mailto:england.icetr@nhs.net).
- 16.2 Should the Chair have any concerns other than safeguarding issues covered in Condition 16.1 above, about the operation of the ICETR process, or otherwise, the Chair should raise this with the Department directly through the method identified in Condition 13.2.

## Annex B: Specification

The Chair shall perform the Services in accordance with the Specification below and in accordance with Annex A, Annex C and Annex D:

<b>Description of Role</b>	Independent review panel chair reviewing the care of people with learning disabilities and/or autism being cared for in long-term segregation.
<b>Description of Services &amp; Deliverables</b>	<ul style="list-style-type: none"> <li>• Chair the ICETR at times and dates as agreed with the Department; working with Commissioners, experts by experience, clinical experts and Mental Health Act Reviewers.</li> <li>• As part of the ICETR complete, in collaboration with other panel members, the existing Key Lines Of Enquiry (KLOE) template, (which will be provided to the Chair in advance of the ICETR) and ensure that the KLOE includes clear recommendations and SMART actions to support the cared for person (with the overall aim of moving that person, where possible, to a less restrictive care arrangement and onto discharge).</li> <li>• Return the KLOE to the case manager within one week of the ICETR.</li> <li>• Complete a separate report within 2 weeks of the ICETR (in the form of that provided to the Chair in advance), for the Oversight Panel and Baroness Hollins as Independent Chair, (first ensuring that the report is anonymised to remove all information that could identify an individual), setting out the specific issues around long-term segregation and impediments to discharge as identified in the ICETR that may need resolution with support from the Oversight Panel.</li> <li>• Chairs will also be expected to dial into a meeting of the Oversight Panel to provide information following an ICETR if required and to support the identification of themes and actions required.</li> <li>• The Chair shall ensure that all data/Confidential Information received by the Chair is treated appropriately and in line with required information governance standards and requirements as set out in this Agreement (including its Annexures) and as may be notified to the Chair by the Department from time to time.</li> <li>• The Chair will ensure that any safeguarding concerns are raised in according with the procedure set out in Condition 16 Annex A.</li> </ul>
<b>Fee</b>	The Fee will be £1200.00 (exc VAT) for each Completed ICETR, plus reasonably incurred expenses in line with the Department's expenses policy.
<b>Purchase Order Number</b>	<p><i>Purchase Order number to be confirmed</i></p> <p>As per Annex A, the Chair should quote the Purchase Order number notified to the Chair by the Department on all its invoices.</p>
<b>Key Milestones</b>	<p>Completion shall occur when the last of the following has taken place:</p> <ul style="list-style-type: none"> <li>• an ICETR panel has met;</li> </ul>

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|  | <ul style="list-style-type: none"><li>• the KLOE has been fully completed in accordance with this Agreement and provided to the case manager;</li><li>• a separate anonymised report has been provided to DHSC officials; and</li><li>• the Department has confirmed that it is satisfied that the actions undertaken at the ICETR and the Reports created following the ICETR have been appropriately completed.</li></ul> |
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## Annex C: DHSC Expenses Policy

### Rate caps and subsistence rates

#### Expenses for overnight stays

For the **UK**, the limits are:

£130.00 for London and Bristol.

£85.00 elsewhere.

The lowest cost option should always be the default.

Alternatively, if you stay anywhere other than in a hotel or guest house (e.g. staying with friends) you may claim a “Friends & Family” allowance of £25.00 for which a receipt is not required. Please note this allowance attracts income tax and National Insurance Contributions liability and so, if claimed, the department will make arrangements for the associated liability to be paid over through PAYE on your behalf – this liability will be fully funded, and you will see the adjustment to your gross pay on your pay slip to accommodate. The allowance itself will be paid through D365 expenses.

Claimants are asked to be mindful should regular deductions from their pay be based on Gross Pay, such as Student Loan repayments, this small change could bring different automatic repayments into force.

Should your host not provide you with an evening meal as part of this stay then normal meal allowances rates will apply, governed by time away from office. See Subsistence Rates. Receipts will be required.

For **overseas** stays the maximum cost of the hotel is specified as the “Room Rate” as per the [HMRC Worldwide Subsistence Rates](#). \*

#### [HMRC Worldwide Subsistence Rates](#)

The [subsistence rates](#) discussed below should be used to cover the cost of any meals when staying overnight in the UK, provided that the cost of these meals is not also included in the accommodation payment.

For overseas travel, the maximum meal allowances (supported by receipt) are as specified in the HMRC Worldwide Subsistence Rates (see link above).

In addition to subsistence rates, up to £5.00 per overnight stay receipted expenses can be claimed for incidental overnight expenses (non-subsistence) via the expense category ‘Other business expenses’ where you have incurred incidental expenditure while on a business trip in the UK. These incidentals may be for example to cover charge for laundry, phone calls or forgotten essential personal items such as a toothbrush.

For travel outside the UK you may claim up to £10.00 per overnight stay receipted incidental overnight expenses via the expense category ‘Other Business Exp. Overseas’.

Other than already mentioned, there will be no reimbursement for non-receipted expenses. As such, DHSC no longer pay a Residential Course Allowance.

### Subsistence Rates

#### Subsistence rates for time away from the office within the UK

In order to claim the following expenses, your business journey needs to be at least five miles away from your normal place of work and you need to deduct your normal travel time to and from normal office to home to calculate appropriate away from office subsistence rates.

If you are required to attend work away from your home or permanent workplace on official business at a detached duty location (that is five miles or more away from your permanent workplace by the most direct travel route), and you incur a meal (including beverage) cost that is more than you would normally have incurred at home or your office, you may claim:

**Day subsistence away over 5 hours** - one receipted meal\* up to a ceiling limit of £5.

**Day subsistence away over 10 hours** - two receipted meals\* up to a ceiling limit of £10

Where you are away from the office for over 5 hours and time out of office goes beyond 8pm, an additional rate of up to £10 may be added to the ceiling for the cost of a meal during this time.

**Day subsistence away over 5 hours (and ongoing at 8pm)** two receipted meals\* up to a ceiling limit of £15

**Day Subsistence away over 10 hours (and ongoing at 8pm)** three receipted meals\* up to a ceiling limit of £20

**Day Subsistence away over 15 hours (and ongoing at 8pm)** - three receipted meals\* up to a ceiling limit of £25

You **cannot** claim a meal allowance:

- If you do not purchase a meal or retain receipt for presentation in support
- If the time you spend on the business trip away from your permanent workplace or home is less than 5 hours
- If you spend no more than you would have done at your permanent workplace or home
- If suitable food is provided free of charge, for example at meetings or training venues
- where suitable meals are included in the cost of your air or rail ticket
- If you are less than 5 miles away from your normal place of work.

You should not purchase your meal before or after your business trip has started or ended. This is because meals purchased outside a business trip for consumption within a business trip are liable for tax and National Insurance Contributions.

For example: If you purchase a sandwich the night before the start of your business journey the next day and subsequently claim reimbursement for this expense as part of your meal allowance claim, it would render this element of your meal allowance claim liable to tax and NICs. If, however, you purchased the sandwich at the station after you left home or office to start your business journey then claim reimbursement for this expense as part of your meal allowance claim, this element of your claim would not attract tax or NICs.

**\*Claiming for alcohol is not allowed**

### **Subsistence rates for time away from the office outside the UK**

DHSC approved rates for overseas travel are based on the worldwide subsistence rates as updated by [HMRC worldwide subsistence rates](#).

Full itemised receipts are required, and the amounts stated act as a limit/ceiling for claims.

### Cars

Staff who own their own vehicle and have insured it for business use may be reimbursed the following rates:

- 45p per mile for the first 10,000 miles in any tax year (starting 6 April), and
- 25p per mile for any subsequent miles.

**The mileage rate is to cover fuel and for additional associated motoring costs such as additional insurance premiums, repairs, maintenance etc.**

Supplements for official passengers:

- 5p per mile for each passenger

For hire cars, actual fuel costs will be reimbursed on the provision of fully itemized receipts and should be claimed through the expense category 'Car Rental – Mileage'.

If you are provided with a car for business use, you will be individually notified of the rate applicable in your contract with the Department.

### Motorcycle travel

- 24p per mile

### Bicycle travel

- 20p per mile

When calculating any mileage to be claimed, any normal home to duty mileage must be deducted from the total.

## **ANNEX D – CONFIDENTIAL INFORMATION**

All Confidential Information received in connection with the ICETR shall be dealt with in the following manner:

1. The Chair shall notify the Department, immediately on becoming aware of the loss of any Confidential Information and any data breach and shall take all such steps as the Department shall require to address such loss and/or breach.
2. Any Confidential Information received, which identifies, or is capable (when viewed in connection with other documentation), of identifying an individual, shall be anonymised prior to a soft copy record being created, save for the Confidential Information contained in the KLOE form provided to the case manager (as detailed in Annex B).
3. All Confidential Information shall be held securely and password protected.
4. All emails and digital documents relating to the ICETR will be sent and received via the use of secure email addresses such as NHS.net (rather than gmail, hotmail etc.) or failing which, and with the prior approval of the Department, via a secure platform.
5. All Confidential Information shall at Completion, or if earlier, termination, be securely disposed of in accordance with the provisions set down in Condition 9.6.